### APPLICATION FORM

### PLEASE FILL IN THE DETAILS IN BLOCK LETTERS

First Name		
Middle Name		PASSPORT
Last Name		PHOTO HERE
Date of Birth		TIEKE
Gender (Male/Fer	nale)	
Mother's Maiden	Name	

Mailing Address	
National ID Number/Passport Number	
KRA PIN.	
Phone No. (Reside	ence)
Phone No. (Offic	ial)
Official Email Ad	dress
Personal Email Ad	ldress
Mobile Phone No.	.1
Mobile Phone No.	.2

### Would you like SMS notifications for transactions?\* (Chargeable)

Yes No

### SMS alerts to be received by the mobile phone number indicated above.

Company

### **NEXT OF KIN DETAILS:**

Name	
P.O. Box No.	
Post Code	
City/Town	
Mobile Phone N	No.
Email Address	

### FEES AND CHARGES

The current charges, subject to change from time at the Bank's discretion. are as follows

### APPLICATION FORM

FEE DESCRIPTION	FEE AMOUNT IN US\$
Cash Issuance Fees	US\$ 10
Card Reload Fees	Nil
Card Replacement Fees	US\$ 10
Card Refund Fees	1% of Refund Amount Min: US\$ 5, Max: US\$ 35
SMS Alerts	US\$ 0.15
ATM Transaction Fees in USD	
At I&M Bank ATMs	US\$ 1
At Kenswitch ATMs	US\$ 1 (Surcharge may be applicable)
At MasterCard ATMs	
• Domestic	US\$ 1.25
International	US\$ 4
ATM Balance Inquiry	
At I&M Bank ATMs	US\$ 0.35
At Kenswitch ATMs	US\$ 0.50
At MasterCard ATMs	
• Domestic	US\$ 0.80
International	US\$ 1.00
Card Closure Fees	US\$ 6.00
Company search fee - applicable to corporate cards	As per prevailing rates

### LOADING LIMITS

Minimum load amount – Nil

Maximum load amount – US\$ 10,000 per load

Attach a copy of your Passport/National ID and produce the original for verification.

### INITIAL LOADING

CURRENCY	AMOUNT (minimum equivalent in US\$ )	MODE OF PAYMENT
US Dollars		Cash/Debit A/C No. (I&M Bank)
GB Pound		Cash/Debit A/C No. (I&M Bank)
Euro		Cash/Debit A/C No. (I&M Bank)

### INTENDED USE

Purpose of Prepaid Card and frequency of usage:

### APPLICATION FORM

### **DECLARATION OF SOURCE OF FUNDS**

(For amounts above Kes 1 Million or equivalent in other currencies.) I hereby declare that the source of funds that I shall be loading/ reloading in my Prepaid card is: (tick as appropriate)

Salary	Business Income	Dividend
Interest	Pocket Money	Gifts
Others (provide details)		

I further confirm that these funds are derived from legitimate sources as stated above and that I will also provide the required eveidence of the source of funds if required to do so in future.

### CARD DELIVERY OPTIONS

### Where would you like to pick your card from?

I&M Bank Branch/Location Town I hereby apply for an I&M Bank Mastercard MultiCurrency Prepaid Platinum Travel Card to be issued to me and declare that the Information included in the application is true and correct. I accept that I&M Bank is entitled in its absolute discretion to apply the Terms & Conditions of use of the Card. If this application is accepted, I will be bound by such and all Terms & Conditions as may be in force from time to time and use of the Card shall be deemed to be an acceptance of those Terms & Conditions Lauthorise I&M Bank or its associates to verify any information or otherwise at my office/residence or to contact me, my Employer/Banker Reference Bureau/Central Bank of Kenya or any other source to obtain or ask for provision of any information that may be required for confirming membership requirements or maintaining my Account in good standing. I agree to an ongoing confirmation for use of my name, address, email, ID and mobile number for marketing/merchandising offers from I&M Bank

I understand and acknowledge that local laws and Central Bank of Kenva rules and regulations lay down norms and limits for the purchase and use of Foreign Exchange. In the event of failure on my part to do so, or in the event of any information supplied by me being incorrect or inaccurate. I agree that I will be solely liable for any/all penalties and/or action under the local laws and/or regulations as may be in force governing the purchase and use of the I&M Bank Mastercard MultiCurrency Platinum Travel Card. I agree that if I permit someone else to use my Card, the Bank will treat this as if I have authorised that person to use my Card and I will be responsible for any transactions initiated by such person with my Card.

Name		
ignature	Date	

### FOR OFFICIAL USE ONLY

Card No.	
leference No.	
AYMENT MODE (LOADING) AN	MOUNT
Cash Debit to Account	
ccount No.	
S Dollar GB Pound	Euro
Maker:	Signature:
Checker:	Signature:
Authoriser:	Signature:
Stamped:	Date:

For any enquiries, call I&M Bank Customer Care Call Centre on (254-20-322-1000)

### **TERMS & CONDITIONS**

The following terms and condition apply to the &M Bank Mastercard MultiCurrency Prenai Platinum Travel Card provided by I&M Bank Limited

### DEFINITIONS

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

1. "Bank" or "I&M Bank" means I&M Bank I td. 2 "Card" means the I&M Bank Mastercard MultiCurrency Prepaid Travel Card, issued by I&M Bank to the Cardhaldar

3. "Cardholder" means the person or assigned Agent of the person who has been rightfully issued a Card by the Bank under these Terms and Conditions

"Agent" means any company/individual appointed and authorised by I&M Bank to sell, process reload and refund on the Card.

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

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

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

8. "I&M Bank" means and refers to I&M Bank Limited 9. "I&M Bank ATM" means an ATM owned and managed by I&M Bank and displaying the I&M Bank Logo.

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

11. "Merchant Establishments" shall mean establishments which honour Cards

12 "PIN" means the Personal Identification Number as provide to the Cardholder by I&M Bank, for use with and relation to the Card in Terms hereof

13. "POS Terminal" shall mean point of Sale electronic rminals at Merchant Establishments whether in Kenya "POS Terminal" canable of processing Transactions and at which, amongst other things, the Cardholder can use his/her Card to access his/her Funds to make purchases

14. "Shared Network" shall mean ATMs which are not owned by I&M Bank but which accept Cards issued by 18 M Bank

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

16. "Base Currency" means the basic currency under which the Card is issued and billed.

17. "Currency Conversion Rate" means the prescribed rate of currency exchange at which one Wallet Currency shall be converted to another Wallet Currency.

18. "United States Dollar" means the basic unit of money in the United States which hereinafter may be referred to as "USD", Dollar, "US\$" or "\$".

19. "Great Britain Pound" means the standard monetary unit of the United Kingdom, hereinafter may be referred to as "GBP", "Pound", "Sterling Pound" or

20. "Euro" means the official currency unit of the member countries of the European Union who have adopted Furopean Monetary Union:

21. "Kenya Shillings" means the basic unit of money in Kenya, hereinafter referred to as "KES", "KSHS" or "Kshs"

22. "Wallet Currency", means the currencies in which funds can be loaded and held in the Card.

GREEMENT TO THE TERMS AND CONDITIONS You agree to these Terms and Condition by any of the following actions:

 Signing the application Form ining the back of the Card

ctivating through loading, reloading or using the Card at any ATM or Merchant Outlet or Website uthorising a Secondary Card to be issued on your the Card

Any other way implying adoption and possession of the Card

I&M Bank Mastercard MultiCurrency Prepaid Travel Card is a fultiCurrency Card that can be used in a variety of Currencies as defined by the Bank from time to time.

The Card holders shall be able to load or reload their Cards directly with any of the wallet currencies including but not imited to US Dollars. Croat Britain Dound and Euros. The initial ase Currency will be USD.

Where the Card Holder has not defined the load or reload currency, the Bank shall post the Funds to the USD Wallet, which is the Base Wallet Currency

After loading or reloading the funds to the Card, the Card holder shall be able to allocate funds in the account to a defined specific wallet currency. The initial three Wallet Currency are USD. GBP and FLIRO

If the Bank introduces a new Wallet Currency and the Card holde Choose to allocate funds to that new Currency, they shall be deemed to have acknowledged and agreed that these Terms and Conditions apply to such new Wallet curreny

he Card holder is responsible for determining and managing the Wallet Currency portfolios and ensuring that sufficient funds are hein each wallet and in a defined usage priority to accomodate anticipated transactions in the relevant Currency subject to ertain limit and fees as defined and advised by the bank from time to time. Cardholder may allocate Funds across the available Wallet Currencies, by logging into I&M Bank Customer Portal via

The Card is not a Credit Card and its usage is limited to the amount pre-loaded. The Card must not be overdrawn. Any overdrawn position shall immediately become payable and the Bank shall immediately demand the same from the Cardholder and ecercise its right defined in the Terms and Conditions to recover the over drawn position.

The funds held in the Card do not amount to a deposit with the Bank other than as described in this Terms and Conditions. The Bank shall not pay any interest rates on the credit Funds held in he Card account. Any change shall be appropriately comunicated to the Cardholder

The Card can only be used if it is in credit. If a particular Wallet Currency becomes overdrawn following a transaction by the Cardholder, the resulting debit balance becomes a debt immediately payable by the Cardholder and the Bank reserves the right to recover the overdrawn position by deducting funds held in another Wallet Currency, starting with the Base Currency. In converting the Negative Balance into the relevant Wallet Currency, the Bank shall apply the same conversion rate used in Vallet Currency's allocations.

The Bank has defined the deault Card usage currency priority as USD, Euro and GBP which shall apply where the Card holder has to change their default currency settings and defined their usage priorities by accessing the define customer portal facility of the ank's prepaid Card system at www.imbank.com

Usage of the Card in any Currency other than Wallet Currencies will be billed in the Base Currency. A conversion rate determined by Mastercard shall be applied to convert the transaction urrency for subsequent billing for the Card account.

#### CARD APPLICATION PROCESSING

Any individual or corporate body apply for the issuance of the Card through any I&M Bank Branch or the Bank's appointed

he issuance of the Card is subject to compliance by the applicant of the provisions of applicable laws, rules regulation and directions as issued by the Central Bank of kenya or other appropriate authority under any law in force from time to time I&M Bank may, at its sole and absolute discretion, refuse issuance of Card, or cancel an issued Card without notice, if satisfactory Know-Your-Customer and money laundering guidelines are not net or if it has a reason of suspicion to believe that the Card holder has violated or intends to violate any exchange egulations or uses.

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

The validity period of the Card shall be two years from the date of manufacture. Subject to all the conditions being hours of receipt of monies and other requisite documents from the Cardholder.

Inon purchase of the Card, the Cardholder can request any I&M bank Branch or Agent to load a certain amount of

### **TERMS & CONDITIONS**

reverse and upon presentment to a Merchant Partner by

The Card may be used to access Funds at any ATM

worldwide that displays the MasterCard long that

The Cardholder may also use the Card to pay for charges

incurred at Merchant Establishments, subject to the condition that I&M Bank and the Merchant Establishments

of the Card at the Merchant Establishment for any reason

In event there are insufficient Funds to bonour the requested

Bank reserves the right to collect any monies from the

The Card may, subject to any applicable fee, be used to

Maestro® or Cirrus® Accentance Mark and/or to pay for

goods and services at Merchant Outlets, or online, who accept Mastercard® cards electronically. The Card is for

n case the available Funds on all Wallet Currencies are still

insufficient to pay for a transaction, the transaction will be

The Cardholder commits to accept a credit refund

transaction to his/her Card Account in the applicable

transaction currency if they are entitled to a refund or

other credit for any reason for goods or services purchased

A transaction or payment cannot be stopped once the

Cardholder authorises the use of the Card. The Bank is

not responsible and does not in any way always guarantee

full time acceptability of the Card at ATMs and Points Of Sale terminals not owned or operated by the Bank. The

Cardholder must always comply with all Laws and Regulations (including any foreign exchange controls) in

respect of the Card in the country of purchase and/or use.

The Cardholder may surrender the Card at any point in

less refund fees due to the Bank, by filling up the refund

form, as prescribed by I&M Bank, along with copy of the

such other documents as required by I&M Bank. The

I&M Bank will not be liable for any loss, direct or indirect.

Information sent over the internet may not be completely

secure and the Bank does not guarantee functionality and

refund shall be made in the Base Currency of the Card.

time and obtain a refund of the balance of the Funds,

v cash from an ATM displaying the Mastercard®,

the Cardholder

USE OF THE CARD

accents such Cards

done by the Cardholder

share their Card with another person

on the available Wallet Currencies.

using the Card.

transaction amount by some other means.

written information concerning the error.

of the Card by I&M Bank

the Card.

usage

Funds (subject to restrictions on minimum and maximum TRANSACTIONS OVER THE INTERNET

amount loadable, as determined by I&M Bank at its sole discretion from time to time). will assume all risks associated with such transactions

Linon issuance of the Card, the Cardholder shall sign on The Cardholder may also access information on the Card through the website www.imPank.com including outstandin The Card, as may be issued by I&M Bank to an applicant. balance and statement of transaction history as well as is the property of I&M Bank and is not transferable and will be honoured at merchant establishments only when the Card bears the signature of the Cardbolder on the known as an I-PIN.

### CARD USAGE LIMITS

I&M Bank reserve the right to limit the amount of Funds that may be used for effecting any transaction through the use of the Card per day or over a specified period.

ATMs as Masshart Establishments may also limit a restrict the number of Transactions that may be effected through use of the Card. These limitations will vary for To withdraw the Funds, the Cardholder will need to insert every ATM and/or Merchant Establishment. I&M Bank shal the Card into the ATM, enter the PIN, and the amount of not be responsible for either ascertaining, or notifying the desired Funds. The Card should be retrieved upon such Cardbolder as to such limits restrictions and shall no be liable for any loss suffered by the Cardholder due to these restrictions, limitations or to a lack of uniformity between transactions requested at ATMs and/or Merchan Establishments.

### reserve the right at any time to refuse to permit the use CARD BENEFITS

The Card enables the Cardholder to obtain the Funds in cash by withdrawal from ATMs and/or ascertair The amount of each purchase made through the use of the Card or withdrawal from AlMs and/or assolventian information as to the balance/s on the Card at ATMs/POS the Card or withdrawal of the Funds from the ATM will be debited immediately from the Funds of the Cardholder. terminals.

transaction, the transaction will not be honoured and the Cash withdrawn at an ATM outside Kenva with the Card shall be in a currency as permitted by the Shared Network Cardholder for value of any purchase or ATM transaction which owns/operates the ATM at which the withdrawals are made. The equivalent in the currency in which the Card member's Account is held, subject to any additional processing charges, conversion charges or any other fees if any charged as per Mastercard Worldwide regulations in connection with such transactions, shall be debited by I&M Bank to the Funds of the Cardholder

electronic use only and cannot be used for Manual or No interest, compensation or any benefit/bonus is payable transactions. The Card must not be used for any by I&M Bank or any other person to the Cardholder in unlawful activity and the Cardholder should not give or Cardholder to any overdraft/credit facility.

If there are insufficient Funds in a particular Wallet Currency Notwithstanding anything contained herein, I&M Bank to pay for a transaction, the amount of the transaction will may at any time, without giving notice or reason, suspend be automatically processed using other Currencies in the order of priority as previously selected by the Cardholder all or any of services or their use by the Cardholder. All provisions of these Terms and Conditions which in order to give effect to their meaning will survive the suspension or termination of the services and/or the use of the services by the Cardholder, and shall remain declined and the retailer may call the Cardholder to pay the the Card. in full force and effect after suspension or termination of

> Notwithstanding such suspension or termination. Cardholder shall continue to be bound by these Terms and Conditions to the extend they relate to any obligations or liabilities of the Cardholder that remain to be performed or discharges

The Cardholders may also avail of emergency medical and travel assistance and concierge assistance services from time to time, as may be made available by I&M Bank at its sole discretion. Such services may be withdrawn tinued, cancelled, suspended and/or terminated by I&M Bank at any time in its sole discretion

#### CARD INSURANCE

The Cardholders may be provided certain insurance cover When the Cardholder notices an error in the Card statement, benefits at certain cost along with the Card. The insurance they should immediately notify the Bank and in any event cover shall lapse upon expiration or cancellation of the within 30 business days of the transaction in question. The Card by the Cardholder or I&M Bank, as the case may be. Bank may request the Cardholder to provide additional All the claims arising under the insurance cover shall be directly referred to and handled by the concerned insurance company and I&M Bank shall not be responsible for any claims arising under the insurance cove However, the Bank will assist in facilitating in processing of the claims with the concerned insurance company.

### Cardholder's passport/identity document, the Card and LOADING THE CARD

Lipon issuance of the plastic Card and associated ATM PIN Use of the Card at any unauthorised location or for any and WEB I-PIN, the Cardholder will be required to load the Funds to the Card to facilitate usage. The Funds shall be purpose other than as stated under these Terms and Conditions is strictly prohibited and may result in cancellation to the Card by I&M Bank to debit the Card holder account held or depositing cash equivalent at the Branch for the load value.

that may be suffered by the Cardholer as a result of declined use of the Card at the ATM or Merchant the transformation of the Card at the ATM or Merchant declined use of the Card at the ATM or Merchant establishment, any unauthorised use or cancellation of build be added and a set of the Cardholder may opt to convert and allocate the load or reload funds into any of the three Wallet Currencies and designate the currency usage priority by logging into the Bank Prepaid Card Customer Portal facility.

availability of any terminals not owned and controlled by Card loading and reloading of Funds shall not be given to the Bank nor take liability for any interruption or interception or loss of Personal Information or other data transmitted or Bank's appointed agents as advised from time to time.

> I&M Bank shall not be liable for any loss direct or indirect that may be suffered by the Cardholder as a

### **TERMS & CONDITIONS**

### 

the Cardholder can reload Funds onto the Card from any Agent or I&M Bank Branch, subject to the compliance of all applicable laws, rules and regulations in force from time rules and regulations in force from time.

In event the Cardbolder wishes to reload the Card I&M Bank reserves the right to:

- 1 Limit the amount of Funds that can be reloaded onto the Card:
- 2. Limit the number of times the Funds can be reloaded onto the Card: and
- 3 Decline a reload transaction at its sole discretion

For the purpose of reloading the Card, the Cardholder shall be required to complete the prescribed form and provide ertain information pertaining to the Cardholder/the Card, as may be required by I&M Bank.

The Funds shall always be reloaded in any of the Wallet Currencies as defined by the Bank from time to time. The int of reloads shall be in strict accordance to the limits specified by the Bank and any applicable laws rules and ATM Receipts: When the Cardbolder completes a egulations in force

Card loading and reloading of Funds shall not be given to any other persons except the approved Bank Tellers and/ any entry provide a provide a provide a start interview of the start o

indirect that may be suffered by the Cardholder as a result of funds given to any person other than the approved Bank Tellers and/or Bank's appointed agents as advised from time to time.

#### MAXIMUM SPENDING LIMIT

naximum spending limit as specified by I&M Bank from time to time

### PROHIBITION ON OBTAINING MULTIPLE CARDS

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

### PERSONAL IDENTIFICATION NUMBER

To enable the Cardholder to use the Card, a PIN will be ssued to the Cardholder by I&M Bank, which would be Further, in case of complaints, the Cardholder should provided/enclosed with the Card. In case of a re-dispatch equest of a PIN, unless otherwise determined by I&M Bank as to the mode of delivery of the PIN, the PIN shall the complaint or query appropriately. be mailed to the Cardholder (at such address as has been specified in the application form for the Card) in a sealed envelope. In case the envelope is not in a sealed condition, or the Cardholder finds it tampered with, the Cardholder hould not use the PIN, and should immediately inform IAM Bank at +254 20 3221000 or such other number as ii A detailed description of the transaction and/or the I&M Bank may specify from time to time. Upon receipt of such intimation from the Cardholder. I&M Bank shall block the PIN and regenerate a new PIN and mail the same to

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

In addition, an I-PIN will also be allocated to the Cardholder which will be required for access to the Cardholder's SECURITY OF THE CARD AND PIN account information through the internet. Cardholders should maintain the same level of security with I-PINs as The Cardholder should maintain the confidentiality, safety with their ATM PIN.

#### COMPLIANCE WITH APPLICABLE LAWS, RULES AND the Cardholder incurring liability on the Card or use of the REGULATIONS

Utilisation and/or possession of the Card by the Cardholder The Cardholder agrees that the security of the Card and Utilisation and/or possession or the card by the cardinates in the cardinate matching of the cardinate is required to be in accordance with the applicable laws rules, regulations and directions as issued by the Central security of the Card and PIN, the Cardinater may have to security of the Card and PIN, the Cardinater may have to be accordinated as the cardinater may have to be accordinater may have to be accordinater may have to b Bank of Kenya or other appropriate authority under any law in force from time to time.

The Card may be used outside Kenya, subject to applicable I&M Bank recommends that the Cardholder observe/ laws, rules and regulations in force from time to time in Kenya and subject to such restrictions/limitations under the applicable laws, rules and regulations from time to time protect the PIN and I-PIN: in the country where the Card is used.

The Cardholder shall be solely responsible to the oncerned authorities in event of any violation of the applicable laws, rules and regulations in force from time (ii) The Cardholder should use due care in preventir

result of Funds given to any person other than the J&M Rank will not be liable for any direct indirect or desuit of Funds given to any person other than the tawn bark will not be liable of any onest, induced on approved Bank Tellers and/or Bank's appointed agents as advised from time to time. laws, rules and regulations in force from time to time.

The Cardbolder bereby indemnifies and agrees to hold I&M Upon exhaustion of the Funds loaded on the Card, Bank indemnified against all actions, claims and costs charges and expenses arising out of or as a consequence of the Cardbolder not complying with the applicable laws

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

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

#### RECORDS AND STATEMENTS OF THE TRANSACTIONS

transaction through an ATM, the Cardholder shall ensu that the Cardholder obtains and verifies any receipts/ records received, if any, through such ATM.

may show the balance Funds when the Card is used at "IRM Bank shall not be liable for any loss direct or such ATM. The Cardholder may also get information regarding the balance available/Funds, by calling up th I&M Bank Call Center

History: An email statement of the monthly transactions may be obtained by the Customer subscribing to this facility by calling I&M Bank Call Centre, and activating/lodging a Any Cord issued to Cordholdors will be subject to a request for the same which request shall be processed a the earliest possible time subject that I&M Bank shall not time to time subject to Central Bank of Kenya guidelines and the applicable laws, rules and regulations in force from transaction statement, or for integrity of the contents, post its due dispatch by I&M Bank, or for any viruses or the like in the email sent. The Cardholder may also avail of this information by accessing the Card account through I&M Bank's internet website by using the allocated User Identification Number and I-PIN

The Cardholder may call I&M Bank Call Centre, in event of

any queries or complaints in connection with the Card or the monthly statements, etc. Alternatively, the Cardholder

provide sufficient and correct details in writing to I&M Bank

The following information will require being provided in

Name, address and Card number of the Cardholder

complaint (including the date of the transaction and

the location of the ATM/Merchant Establishment) and the basis or reason for the Cardholder to dispute the

Transaction or raise a query or complaint; and

In event any further information/document is required by

Cardholder hereby agrees to provide the same.

manner of resolution, if any, of the complain

I&M Bank for investigation or resolution of the matter, the

Where an inquiry is not settled to the satisfaction of the

Cardholder, I&M Bank may advise the Cardholder in writing

or otherwise of the results of its investigation and/or the

and security of PIN, and note that the failure to observ

onfidentiality, safety or security of the PIN can result in

bear any losses suffered (including loss of all or part of the

(i) The Cardholder should not disclose the PIN or I-PIN to

anyone seeing the PIN when it being entered in the ATM

Funds) as a result of unauthorised use of the Card

anyone;

in order to enable I&M Bank to investigate and respond on

may email I&M Bank at the applicable email address.

### **TERMS & CONDITIONS**

#### or I-PIN when accessing internet

(iii) The Cardbolder should memories the PIN and then destroy any record of it, and not maintain the same

- in writing anywhere to prevent its access by any third (iv) The Cardholder should not write or otherwise indicate
- the PIN on the Card.

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

(vi) The Cardholder should not carry the PIN with the Card or record it elsewhere even if the same has been

The above recommendations are not intended to be RECEIPT OF FUNDS IN EXCESS OF THE FUNDS THAT exhaustive. In case of any loss arising even though such precautions (or other measures) have been observed adopted by the Cardholder, the liability of such loss shall e only that of the Cardholder.

#### A LOST OR STOLEN CARD OR PIN AND SUBSEQUENT DEDI ACEMENT

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

On receipt of intimation from the Cardholder, I&M Bank Call Centre will attempt to block the conduct of further transactions requested through the use of the Card and attempt to prevent the further use of the lost, stolen or amaged Card(s) I&M Bank Call Centre will assist the ardholder in replacing the lost, stolen or damaged Card. The Cardholder shall pay replacement charges for the Card as directed by I&M Bank. I&M Bank may take such steps to replace or re-issue the Card originally purchased, outstanding dues/Funds received in excess of Funds as determined by it, subject to the Cardholder complying with such conditions, if any that I&M Bank specifies, I&M Bank shall make best efforts to replace by issuing a new within 96 hours of receipt of the intimation of loss or damage to the Card or within such other period as may be received in excess of the Funds required so to do by I&M Bank

used by the Cardholder again, even if the Cardholder subsequently finds the same. After blocking the Card, no refund shall be allowed on the Card. However, it is convoided that upon replacement of the Card, the Cardholder may request I&M Bank to transfer the balance on the Card subject to other provisions hereof.

### RANSACTIONS THROUGH THE CARD

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

(i) Notification to I&M Bank of such unauthorised transactions having been effected through use of the Card and/or the PIN, or the Card and/or the PIN having n otherwise misused, lost, or stolen; and (ii) I&M Bank blocking the further use of the Card and/or

the PIN successfully

Such situations could include

- 1. Lack of proper safeguard of the Card and/ or the PIN, including on account of the
- 2. Having written or otherwise indicated the PIN
- 3 Having written or otherwise indicated the PIN

on any article normally carried with or stored with the Card in any recognizable form.

4. Having voluntarily disclosed the PIN to any

5. Having failed to maintain the security of the PIN for any reason whatsoever (and even though the recommended precautions or other measures) may have been observed adopted by the Cardholder.

1. Delayed notification of misuse, loss, or theft of the Card and/or the PIN, including on account of the Cardholder:

2. Not notifying I&M Bank promptly upon coming to know or becoming aware of the misuse, loss or theft of the Card and/or the PIN: or

- 3 Not potifying I&M Bank promptly upon coming to know or becoming aware that the PIN has become known to any person or upon coming to know or becoming aware that any of the measures adopted by the Cardholder (in line with the recommendation above or of any other measures adopted for safeguarding the PIN) being compromised I& Bank shall bear no liability from such unauthorised
- transactions having been effected through use of the Card and/or the PIN, or the Card and/or the PIN baying been otherwise misused, lost, or stolen

### WERE TO BE LOADED

If the Cardholder has received funds in excess of the Funds that were to be loaded the Cardholder agrees to promptly repay I&M Bank any such funds upon such terms and conditions as I&M Bank may specify. If I&M Bank has grounds to believe that the Cardholder has received funds in excess of the Funds requested by the Cardholder, due to any reaso whatsoever (including the malfunction of an ATM POS or other equipment, or the I&M Bank system), I&M Bank will notify the same to the Cardholder and will deduct the excess funds received by the Cardholder from the Funds upon such Terms and Conditions as I&M Bank may eneci

I&M Bank further reserves the right to recover such excess Funds from any account of the Cardholder maintained with itself or any of its group companies, whether such account be a joint account or a sole account or otherwise, and/or the right to require the Cardholder upon notification to immediately make payment of such excess funds, upon such Terms and Conditions as I&M Bank may specif

from the Cardholder is made either by I&M Bank or any person acting on behalf of I&M Bank, the Cardholde agrees and acknowledges that the Cardholder will pay Card and effecting dispatch of the same to the Cardholder within 96 hours of receipt of the intimation of loss or

Nothing in these Terms and Conditions shall affect I&M After blocking of Card and the PIN, the Card cannot be Bank's right of lien, set-off, transfer and application of monies at law or pursuant to any other agreemen from time to time subsisting between I&M Bank and Cardbold

### DISPUTES

Any charge slip or other payment requisition signed by the Cardholder and received from a Merchant Establishment for payment shall be conclusive proof LIABILITY OF THE CARDHOLDER FOR LINALITHORISED requisition was properly incurred by the Cardholder b the use of the Card except for such charge slips or other payment requisitions which have been signed on a date subsequent to the Cardholder's notification to I&M Bank as to an unauthorised transactions having been effect ed through use of the Card and/or the PIN, or the Card and/or the PIN having been otherwise misused, lost, o stolen, and I&M Bank having successfully blocked such

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

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

#### MODE OF COMMUNICATION

The following are the approval and recognised formal communication methods or channels between the Cardholder and the Bank, its Branches and authorised agente

### **TERMS & CONDITIONS**

1.0 Written Correspondences to the residential or postal address on record.

2.0 Personal visits to the respective party locations

- 3.0 Electronic communications e.g. telephone email address mobile communications fax numbers or SMS: or
- 4.0 Where the communication is not personal to the cardholder, through publishing in the newspapers or any other appropriate circulations.

The Cardholder has right to change his/her nominated communication details through telephone mobile phone mail or postal services, or residential services. The Cardholder may also opt to terminate receipt of any formal communication from the Bank through electronic means by formally notifying the Bank of the same.

The Bank will presume it has communicated to the Cardholder

By writing to the Cardbolder - the Cardbolder is assumed to have received the communication when it would be delivered in the ordinary course of the post:

By giving the communication percenally or leaving it for the Cardholder; the Cardholder will be presumed to have received it on the day of delivery; or

onically through email or SMS: the Cardholder will be taken to have received it on the day it is transmitted

#### CARD CLOSURE

The Card account is still valid until the Cardholder instructs the Bank to close it or the Bank closes the Card in accordance with these Terms and Conditions, whichever is earlier, even if the actual Card has expired.

Before the request for closure of the Card account the Cardholder may request for a refund of all monie outstanding in the Card which shall be paid at any I&M Bank Branch through either cash payment over the counter or refund through customer account at the Branch The balance will be paid in the Base Currency less the Card closure fees as stipulated in the fees table separately advised.

The Cardholder must surrender the plastic Card together with the application for account closure: the Branch sing the account closure shall acknowledge receipt of the plastic Card and immediately initiate the closure

#### NO DEDRESENTATION WARDANITY ETC. EDOM 18M BANK AS TO QUALITY OF GOODS AND SERVICE. ETC.

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

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

### MEDICAL AND TRAVEL ASSISTANCE AND CONCIERGE ASSISTANCE SERVICES

I&M Bank will not be responsible for the quality of service provided or for any delay in delivery of the services, non-delivery of services, or receipt of defective/sub-standard ervices by the service providers of such emergency medical and travel assistance and concierce assistance services or any of its/their service providers in connection with the Card and further, I&M Bank shall not be liable for any actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses incurred by the Cardholder on account of the quality of service provided or for any delay in delivery of the services, non-delivery of services, or receipt of defective/substandard services

These emergency medical and travel assistance and concierge assistance services are not presently available in Kenya. These emergency medical and travel assistance and concierce assistance services are not transferable and are available only to the Cardhold

The service providers reserve the right to conduct identity verification prior to providing these services. Whereve applicable the applicable costs charges and fees for such emergency medical and travel assistance and concierce assistance services will be informed to the Cordbolder prior to the Cardbolder availing of such service/s and thereafter deducted from the Funds.

In the event of rendering of any emergency medical and travel assistance and concierge assistance services entailing payment that the service provider is required make, such provision of services/making of paymen for such services is subject to service provider first recovering poyment from the Cardholder through the Cardholder's Card or from the Cardholder's family. The service provider shall ensure that Cardbolders who call in for these services are duly informed that the Cardholder is solely liable for all third party expenses n connection with the services I&M Bank or Service rovider shall not be responsible for any costs, charges, es and/or expenses levied/charged by any third party. which shall be solely the Cardholder's responsibility.

### CARDHOLDER'S INDEMNIEICATION ORLIGATION

In consideration of I&M Bank providing the Cardholder with the Card and related facilities, the Cardholder hereby agrees to indemnify and keep I&M Bank indemnified from and against all actions claims demands proceedings losses, damages, personal injury, costs (including legal costs), charges and expenses whatsoever which I&M Bank may at any time incur sustain, suffer or be put to as a consequence of or by reason of or arising out of:

### (i) providing the Cardholder the said facility of the Card: o

(ii) by reason of IRM Pank's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions, the negligence, mistake or isconduct of the Cardholder (directly or indirectly breach or non-compliance of these Terms and Conditions fraud or dishonesty relating to any transaction by the Cardholder or his employee or agents, any ATM/ POS machine error or failure or other mechanical system error/failure collection of all moneys due and ayable (including applicable costs, charges and fees) by the Cardholder, and/or misplacement by the courier or loss-in-transit of the Card and/or PIN.

Additionally as stated earlier the Cardholder has also agreed to indemnify and agreed to hold I&M Bank indemnified against all actions, claims and costs, charges and expenses arisin out of or as a consequence of the ardholder not complying with the applicable laws, rules and regulations in force from time to time

#### PERSONAL INFORMATION ACCESS

By purchasing the Card, the Cardholder consents and authorises the Bank to share any personal information on the Cardholder with its Branches and appointed agents involved in issuing, collecting, distributing and facilitating usage of the Card

The Cardholder undertakes to immediately notify the Bank of any changes to their mailing and postal addresses or contact details through the established formal communication channels. The Bank is not responsible for non-receipt of any notice or correspon address communicated and set-up with the Bank.

The Cardholder may be required to provide personal identification information to the Bank Branch or any appointed agent when purchasing the Card or processing additional Funds to the Card

Cardholder personal information may be disclosed by the Bank to a third party wherein such disclosure is necessary ovision of Card service, monitor compliance to facilit with Card Terms and Conditions, anti-money laundering, detection of crime, legal compliance and in case of fraud prevention; the information may also be disclosed to debt collection agencies and lawyers in the event the Bank will seek to recover any monies owed to it by the Cardholder under these Terms and Conditions. All the parties to whom this information is disclosed are required to deploy adequate safeguards to your personal information in their

The Cardholder personal information will not be shared or used for any other purpose except as stated above unless the Bank is required or permitted to do so by any government laws and regulations, by a court order or by any business or persons to whom it transfers its rights and obligations under these Terms and Conditions

The Cardholder is entitled to access his/her information held by the Bank, its branches or Agents; such request shall always be in writing and can only be availed upon proper identification of the applicant by the Bank; the Bank reserves the right to delete any incorrect information or correct any errors in any of Cardholder's personal

To aid the Bank in the provision of the services under these Terms and Conditions, telephone calls may be recorded for reference and service follow-up.

### **TERMS & CONDITIONS**

EXCLUSION OF LIABILITY OF I&M BANK

I&M Bank shall be under no liability whatsoever to the

Cardholder in respect of all actions, claims, demands,

proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the

like), costs, charges and expenses whatsoever arising directly or indirectly out of: any use of the Card and/or PIN; the refusal by any person or Merchant

Establishments in honouring or accepting the Card: any

ATMs/POS terminals that malfunction or is otherwise

out of order, and whether resulting in such terminal not

accepting the Card and/or PIN or otherwise: misuse

the Cardholder: any statement made by any person

and editionality any edition of the Card or any

act performed by any person in conjunction thereto:

anding over of the Card by the Cardholder to a person

other than the designated employees of I&M Bank at

prior to the expiry date stated on its face, whether such

demand and surrender is made and/ or procured by I&M

Bank or by any other person or ATMs/POS terminals: the

sion/cancellation of the Card and/or request

exercise by I&M Bank of its right to terminate any Card;

for its return: any mis-statement mis-representation

error or omission in any details disclosed to/by I&M

Bank: decline of processing of the Card and/or PIN due

to such Card exceeding foreign exchange entitlements as

from time to time or on I&M Bank becoming aware of the

In the event a demand or claim for cottlement of

outstanding dues/Funds received in excess of the Funds

rom the Cardholder is made either by I&M Bank or any person

acting on behalf of I&M Bank; Communication sent by

any means of communication including by facsimile machines, internet, ATMs, POS terminals, payment

systems, or any other method over public and/or

private lines that may not be encrypted, and which may

involve the risk of possible unauthorised alteration and/or unauthorised use of communication, or upon terminating,

suspending, blocking or declining of the use of the Card

and/or access to the Funds, inter alia, when it becomes necessary to determine whether any person is rightfully

entitled to receive the Eunds/use the Card and/or for

aking any other steps required by applicable law, rules

The Cardholder hereby agrees and acknowledges that all

applicable costs, charges and fees in connection with the

ssue or usage of the Card can be deducted automatically

The details of the costs, charges and fees as currently

Card. Such costs, charges and fees are subject to change by I&M Bank from time to time, and the latest applicable

costs, charges and fees can be ascertained by calling I&M

The costs, charges and fees include withdrawal fees and

the currency conversion rate and could include further/

additional costs/charges/fees or otherwise as required by third parties (as illustrated below): Withdrawal Fees are applicable and will be deducted from the Funds for

each withdrawal made by the Cardholder from an ATM

Additionally, costs/charges/fees or otherwise as assessed and made applicable by the owners/operators of the

ATM comprised in a Shared Network.

Shared Network would also be applicable and will be

ducted from the Funds for each withdrawal from an

in force are available in the booklet accompanying the

and regulations or direction of any appropriate authority.

COSTS CHARGES AND FEES

from the Cardholder's Funds.

Call Centre

holder exceeding entitlements

the re-nosse

&M Bank's premises; the exercise by I&M Bank of its

fraudulent use of the Card by any person including

#### transactions through the use of the Card.

Any statutory levy including duties or taxes payable as a result of the use of the Card shall be the Cardholder's nsibility and if imposed on/recovered/sought to be recovered from I&M Bank (either directly or indirectly) such statutory low shall be deduced from the Europe and r recovered directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardbolder with I&M Bank or its group companies

#### CURRENCY CONVERSION RATES

Usage of Funds in a currency other than Wallet Currency: the Funds will be converted to such Wallet Currency at the Currency Conversion Bates. This would include the situation of the Cardbolder obtaining Funds from an ATM in a currency other than the a Wallet Currency (or subsequently changed).

The Currency conversion rate would be the amount that right to demand and procure the surrender of the Card will be deducted from the Funds for conversion from surrency of the Card to the new currency as pe Mastercard's worldwide policy and procedures in force at the time that such a transaction is processed

> Currently Mastercard's worldwide policy and procedures inter alia provide that where the transaction is processed on the same day (by effecting of withdrawa) of Funds or otherwise): the Currency conversion rate to be used is either

prescribed by applicable law, rules or regulations in force A wholesale market rate in effect the day before processing: government-mandated rate in effect the day

before processing increased in either case by a fee established from time to time by Mastercard worldwide. As specified in an earlier section, I&M Bank levies additional currency conversion rate/fee and which will be deducted from the Funds. This is independent of the currency conversion rates/fees/ osts/charges or otherwise as required by Mastercard worldwide in terms of the above

#### FOREIGN CURRENCY TRANSACTIONS

The following are the incidences where Foreign Exchan conversion may apply either during Card load/reload or usage.

During the initial load or subsequent reloads where the Cardholder opts to move Funds within any of the Wallet Currencies: the applicable rate to be applied would be determined on daily basis by the Bank based on the day's rency buying or selling rate.

During the Point Of Sale internet or ATM transaction where the transaction currency is not available on the Card amongst the defined Wallet Currencies, in which case the Bank will convert the transaction into the next available currency as defined in the currency priority set-up by the Cardbolder: the Bank will adopt the foreign exchange rate defined and set by Mastercard as above.

When the Cardholder allocates Eurods from one Wallet Currency to another Wallet Currency for subsequent usage: the applicable rate to be applied would be ermined on daily basis by the Bank based on the day's currency buying or selling rate.

Where the Bank allocates Funds from one Wallet Currency another Wallet Currency in accordance with these Terms and Conditions, the Bank would adopt its set day's rate.

Where the Cardbolder closes the Card and requests for a refund of the balance on the Card which is in currency other than the Base Currency, the Bank will convert the foreign currency balance into Base Currency using the day's rate determined by the Bank.

Foreign exchange rates applied on load/reload or usage are subject to variation and subsequent day's rate may vary. The Cardholder may however contact any I&M Branch or our Call Centre team on +254-20+3221111 to enquire of the applicable foreign exchange rate on a

#### TRANSFER OF RIGHTS

The Bank may transfer its rights and obligations under this Agreement with you to any other persons or businesses. The Bank shall however provide adequate communication to the Cardholder of such decisions.

Where the transfer has been processed and eventually communicated to the Cardholder, the persons or businesses to which this agreement is transferred assume(s) all of the Bank's rights and obligations under the agreement. The term "Bank" references in these Terms and Conditions shall henceforth refer to the said persons or businesses to which the Agreement was transferre

Except in those circumstances, nothing in these Terms and Conditions will confer on any third party any benefit or the right to enforce any Terms of the agreement between the Cardholder and the Bank.

The Cardholder herein agrees to pay and/or authorises the Bank to debit his/her Card account with the fees and any charges on the Card as set out in the fees schedule communicated to the Cardholder. Unless specified all fees will be debited from the Card account in the Base Currency currently defined as US Dollars. If no sufficient Funds are available in the Base currency to

## accommodate the charges, the Bank shall recover the fees rom any wallets by converting the nominated Wallet Currency to the BaseCurrency equivalent using the day's currency

If the Cardholder uses Funds in a currency other than a Wallet Currency, the conversion rate will stand increased by an additional 3% (or such higher/other rate as I&M Bank may specify from time to time), and which will be deducted from the Funds. Such rate may be altered or modified by I&M Bank, without the consent of the Cardholder and such that altered or modified shall also become applicable and will be deducted from the Funds. The details of the conversion rate are specified in the clause entitled 'Currency Conversion Rates'.

In a situation that the Eunds are not sufficient to deduct such costs, charges and fees, I&M Bank reserves the right to recover the same directly from the Cardholder and/or rom any accounts (including joint accounts) maintained by the Cardholder with I&M Bank or its group companies and further, to deny/decline or block conduct of any furthe

DISCLAIMER OF I&M BANK IN RESPECT OF EMERGENCY

## **TERMS & CONDITIONS**

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The Cardholder acknowledges that the information on his/her usage of the Card facilities is exchanged amongst Banks and financial entities that provide such facilities. Acceptance of an application for a Card is based on no dverse reports of the Cardholder's credit worthiness. I&M Bank may report to other Banks or financial entities any will be bound by such revisions (changes unless the Card delinguencies in the Card or withdrawal of the Cardholder's

Based on the receipt of adverse reports (relating to credit rthiness of the Cardholder or his/her family members). I&M Bank may after 15 days prior potice in writing cancel the Card whereupon the entire outstanding balance in connection with the Card as well as any further charges incurred by use of the Card, though not yet billed to the Card, shall be immediately payable by the Cardholder. I&M Bank shall not be obliged to disclose to the Cardholder he name of the Bank or financial entity, from where it received or to which it disclosed information.

#### RIGHT TO TERMINATE/SUSPEND/BLOCK/DECLINE THE USAGE OF THE CARD/ACCESS TO THE FUNDS

I&M Bank reserve the right to terminate/suspend/block/ decline the usage of the Card/access to the Funds, temporarily or permanently, upon the occurrence of any of the following events: failure to adhere to or comply with erms and Conditions herein; an event of default under any agreement or commitment (contingent or otherwise) or like entered into with I&M Bank or its group companies the Cardholder becoming subject to any bankruptcy. nsolvency proceedings or proceedings of a similar nature. lemise of the Cardholder, when it becomes necessar to determine whether any person is rightfully entitled to receive the Eurode/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

#### COVERNING LAW

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

The parties hereby agree that any claim, legal action or for the Card instituted by the Cardholder (and/or any persons claiming through or under the Cardbolder) shall through other means of telecommunication, established be brought in the courts or tribunals at Nairobi in Kenya and the Parties shall irrevocably submit themselves to the invision of such courts and tribunals I&M Bank may legally binding and valid transactions when done however, in its absolute discretion commence any legal action or proceedings arising out of these Terms and Conditions prescribed by I&M Bank or its Affiliates for ditions in any other court, tribunal or other appropriate orum in any jurisdiction, and the Cardholder hereby consents to that jurisdiction.

#### SEVERABILITY AND WAIVER

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

No act delay or omission by I&M Bank shall affect its rights, powers and remedies under the Terms and Conditions or any further or other exercise of such rights wers or remedies. The rights and remedies under these erms and Conditions are cumulative and not exclusive of other rights and remedies provided by law.

### ASSIGNMENT

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

#### MISCELLANEOUS

I&M Bank reserves the right to offer Cardholders certain facilities, memberships and services at such fees and on such Terms and Conditions as it may deem fit. I&M Bank reserves the right to waive or reduce the fees and to withdraw such benefit at any time without prior notice and without liability to the Cardholder.

Any termination of the Card account, because of a violation of this agreement, shall result automatically in the termination of such facilities and services, I&M Bank shall not be liable, in any way, to the arrying out such facilities, memberships or services or the on-performance thereof, whether by I&M Bank, or a Merchant Establishment or any other third party.

I&M Bank reserves the right to use the information provided by the Cardholder on his/her application and during surveys, information from external sources, including consumer reports, for marketing activities carried out by I&M Bank/Affiliates. I&M Bank may use this information to develop mailing lists that may be used by companies with

#### whom I&M Bank shall work to develop marketing offers for the Cardbolders

I&M Bank reserves the right to revise the policies feature and benefits offered on the Card from time to time and may notify the Cardholder of any such revisions in any manner as deemed appropriate. The Cardholde is returned to I&M Bank for cancellation before the date on which the revisions/changes are made.

The details of all transactions effected through the use of the Card by the Cardholder may be shared with Credit Beference Agencies, lenders and/or other agencies for the purposes of assessing applications for credit or other facilities by the Cardholder and/or his/her family members, and for fraud prevention.

In addition to the general right to set off or other right conferred by law or under any other agreement. I&M Bank may without notice combine or consolidate the alance on the Card with any other account(s) which the Cardholder maintains with I&M Bank and its group companies and setoff or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Cardholder's liability to I&M Bank under his/her Card

The Cardbolder shall forthwith notify I&M Bank of any change in his/her address for communication as stated in the application form for the Card.

I&M Bank reserve the right to change the Cardholder's address in its records if such change in address comes to the notice of I&M Bank

The responsibility shall be solely of the Cardbolder to ensure that I&M Bank has been informed of the correct address for communication, and I&M Bank disclaims all liability in case of an incorrect address resulting in any oss or liability for the Cardholder

The Cardbolder agrees to adhere to and comply with all such Terms and Conditions as I&M Bank or its Affiliates may prescribe from time to time for facilities/services availed of by the Cardholder and hereby agrees and onfirms that all such transactions effected by or through facilities for conducting remote transactions including the nternet, the world wide web, electronic data interchange Call Centre, telephone service operations (whether voice video, data or a combination thereof) or by means of electronic, computer, automated machines network o by or on behalf of I&M Bank or its Affiliates, for and in respect of such facilities/services offered, shall constitute such facilities/services, as may be prescribed from time

The Cardholder hereby agrees that in case the Cardholde commits a default in payment or repayment of principal amount of the loan/financial/credit facility or interest arges due thereon, I&M Bank Limited and/or the Centra Bank of Kenya (CBK) will have an unqualified right to disclose or publish the details of the default and the name of the Cardholder/or its directors/partners/ supplementary Cardholders, as applicable, as defaulters in such manner and through such mediums I&M Bank Limited or Central Bank Kenya in their absolute discretion may think fit. The Cardholder hereby authorises I&M Bank and its agents to exchange, share or part with all the information relating to the Cardholder's details and navment history information and all information pertaining the Card to other I&M Bank Group Companies/Ban Financial Institutions/Credit Bureaus/Agencies/Statutory Bodies as may be required and undertakes not to hole I&M Bank Ltd./all other group companies of I&M Banl Group and their agents liable for use of the aforesaid

#### CHANGING THESE TERMS AND CONDITIONS

I&M Bank reserves the right to change at any time these erms and Conditions, features and benefits offered or the Card including, without limitation to, changes which affect existing balances, charges or rates and methods of calculation.

# **Reliable Virtual Wallet for** the frequent traveller



Email: cardsales@imbank.com

# Black is **Bold!** So is one Mastercard with 3 major currencies



## **APPLICATION FORM**

