

TERMS & CONDITIONS

- or I-PIN when accessing internet;
- (iii) The Cardholder should memorise the PIN and then destroy any record of it, and not maintain the same in writing anywhere to prevent its access by any third person/party.
- (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 carried 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 disguised.

The above recommendations are not intended to be 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 be only that of the Cardholder.

A LOST OR STOLEN CARD OR PIN AND SUBSEQUENT REPLACEMENT

The Cardholder should inform I&M Bank at the I&M Bank Call Centre immediately if the Cardholder believes that the Card or PIN has been misused, lost or stolen or the PIN has become known to any person and the Cardholder believes that such person may misuse the same. This obligation to inform shall also operate in respect 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 shall attempt to block the conduct of further transactions requested through the use of the Card and attempt to prevent the further use of the lost, stolen or damaged Card(s). I&M Bank Call Centre will assist the Cardholder 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, 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 Card and effecting dispatch of the same to the Cardholder within 96 hours of receipt of the intimation of loss or damage to the Card or within such other period as may be required so to do by I&M Bank.

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

LIABILITY OF THE CARDHOLDER FOR UNAUTHORISED TRANSACTIONS THROUGH THE CARD

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

- (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 been 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:

- A. 1. Lack of proper safeguard of the Card and/or the PIN, including on account of the Cardholder;
2. Having written or otherwise indicated the PIN on the Card;
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 person; or
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.
- B. 1. Delayed notification of misuse, loss, or theft of the Card and/or the PIN, including on account of the Cardholder;

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- 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, email 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 Cardholder - the Cardholder is assumed to have received the communication when it would be delivered in the ordinary course of the post;

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

Electronically, 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 monies 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 processing the account closure shall acknowledge receipt of the plastic Card and immediately initiate the closure process.

NO REPRESENTATION, WARRANTY, ETC., FROM I&M 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 including 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 Merchant Establishment/s must be mutually resolved by the Cardholder (or any person claiming by or under the Cardholder) with such person/Merchant Establishments without reference to I&M Bank.

Should the Cardholder choose to disagree with a charge/amount indicated in his statement, where the Cardholder has opted to receive periodic statements pertaining to the Card, the same should be communicated to I&M Bank 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 reverse 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 will 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 agents:

The service providers reserve the right to conduct identity verification prior to providing these services. Wherever applicable, the applicable costs, charges and fees for such emergency medical and travel assistance and concierge assistance services will be informed to the Cardholder prior to the Cardholder availing of such services 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 to make, such provision of services/making of payment for such services is subject to service provider first recovering payment from the Cardholder through the Cardholder's Card or from the Cardholder's family. The service provider shall ensure that Cardholders who call in for these services are duly informed that the Cardholder is solely liable for all third party expenses in connection with the services. I&M Bank or Service provider shall not be responsible for any costs, charges, fees and/or expenses levied/charged by any third party, which shall be solely the Cardholder's responsibility.

The Cardholder has right to change his/her nominated communication details through telephone, mobile phone, email 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.

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NO REPRESENTATION, WARRANTY, ETC., FROM I&M 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 including 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 Merchant Establishment/s must be mutually resolved by the Cardholder (or any person claiming by or under the Cardholder) with such person/Merchant Establishments without reference to I&M Bank.

Should the Cardholder choose to disagree with a charge/amount indicated in his statement, where the Cardholder has opted to receive periodic statements pertaining to the Card, the same should be communicated to I&M Bank 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.

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

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 or fraudulent use of the Card by any person including the Cardholder; any statement made by any person requesting to surrender/cancellation of the Card or any act performed by any person in conjunction thereto; handing over of the Card by the Cardholder to a person other than the designated employees of I&M Bank at I&M Bank's premises; the exercise by I&M Bank of its right to demand and procure the surrender of the Card prior to the expiry date stated on its face, whether such demand and surrender is made and/or procured by I&M Bank or by any other person or ATMs/POS terminals; the exercise by I&M Bank of its right to terminate any Card; the re-possession/cancellation of the Card and/or request 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 prescribed by applicable law, rules or regulations in force from time to time on I&M Bank becoming aware of the Cardholder exceeding entitlements.

In the event a demand or claim for settlement of outstanding dues/Funds received in excess of the Funds from the Cardholder is made either by 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 Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

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FOREIGN CURRENCY TRANSACTIONS

The following are the incidences where Foreign Exchange 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 currency buying or selling rate.

During the Point Of Sale, internet or ATM transactions 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 Cardholder; the Bank will adopt the foreign exchange rate defined and set by Mastercard as above.

When the Cardholder allocates Funds from one Wallet Currency to another Wallet Currency for subsequent usage; the applicable rate to be applied would be determined 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 to another Wallet Currency in accordance with these Terms and Conditions, the Bank would adopt its set day's rate.

Where the Cardholder 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 given date.

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 assumes 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 transferred.

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.

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

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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.

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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 adverse reports of the Cardholder's credit worthiness. I&M Bank may report to other Banks or financial entities any delinquencies in the Card or withdrawal of the Cardholder's Card facility.

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

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

GOVERNING LAW

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

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

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, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of other rights and remedies provided by law.

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 and it may do so in its absolute discretion without obtaining concurrence of the Cardholder.

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 Cardholder, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the non-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 Cardholders.

I&M Bank reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Cardholder of any such revisions/changes in any manner as deemed appropriate. The Cardholder will be bound by such revisions/changes unless the Card 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 Reference 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 balance 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 Cardholder 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 Cardholder 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 loss or liability for the Cardholder.

The Cardholder 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 confirms that all such transactions effected by or through facilities for conducting remote transactions including the internet, 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 or through other means of telecommunication, established by or on behalf of I&M Bank or its Affiliates for the purpose of such facilities/services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Terms and Conditions prescribed by I&M Bank or its Affiliates for such facilities/services, as may be prescribed from time to time.

The Cardholder hereby agrees that in case the Cardholder commits a default in payment or repayment of principal amount of the loan/financial/credit facility or interest/charges due thereon, I&M Bank Limited and/or the Central Bank of Kenya (CBK) will have an unqualified right to disclose or publish the details of the default and the name of the 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 payment history information and all information pertaining to the Card to other I&M Bank Group Companies/Banks/Financial Institutions/Credit Bureaus/Agencies/Statutory Bodies as may be required and undertakes not to hold I&M Bank Ltd./all other group companies of I&M Bank Group and their agents liable for use of the aforesaid information.

CHANGING THESE TERMS AND CONDITIONS

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

Reliable Virtual Wallet for the frequent traveller

APPLICATION FORM



For any inquiries, call us on +254 20 322 1000
Email: cardsales@imbank.com

APPLICATION FORM

PLEASE FILL IN THE DETAILS IN BLOCK LETTERS

First Name

Middle Name

Last Name

Date of Birth

Gender (Male/Female)

Mother's Maiden Name

Mailing Address

National ID Number/Passport Number

KRA PIN.

Phone No. (Residence)

Phone No. (Official)

Official Email Address

Personal Email Address

Mobile Phone No. 1

Mobile Phone No. 2

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

Yes

No

PASSPORT
PHOTO
HERE

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 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 evidence 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. I authorise 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 Kenya 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

Signature

Date

FOR OFFICIAL USE ONLY

Card No.

Reference No.

Sales Code/Staff No.

PAYMENT MODE (LOADING) AMOUNT

Cash

☐

Debit to Account

☐

Account No.

Amount

CURRENCY

US Dollar

☐

GB Pound

☐

Euro

☐

Maker:

Signature:

Checker:

Signature:

Authoriser:

Signature:

Stamper:

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 I&M Bank Mastercard MultiCurrency Prepaid 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:

- "Bank" or "I&M Bank" means I&M Bank Ltd.
- "Card" means the I&M Bank Mastercard MultiCurrency Prepaid Travel Card, issued by I&M Bank to the Cardholder.
- "Cardholder" means;
i) 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;
ii) a person with parental responsibility, or a legal guardian, both being in accordance with the Children Act No. 29 of 2022 and any statutory amendment, modification or re-enactment of it;
iii) the person or assigned Agent of the person who has been rightfully issued a Card by the Bank under these Terms and Conditions.

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 the sole owner of the funds in the account to a defined specific wallet currency. The initial three Wallet Currencies are USD, GBP and EURO.

If the Bank introduces a new Wallet Currency and the Card holder chooses 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 Currency.

The Card holder is responsible for determining and managing their Wallet Currency portfolios and ensuring that sufficient funds are held in each wallet and in a defined usage priority to accommodate anticipated transactions in the relevant Currency, subject to certain 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 [www.imbank.com](#)

The Card is not a Credit Card and its usage is limited to the amount pre-loaded. The Card must not be used for any unlawful activity and the Cardholder should not give or share their Card with another person.

If there are insufficient Funds in a particular Wallet Currency to pay for a transaction, the amount of the transaction will be automatically processed using other Currencies in the order of priority as previously selected by the Cardholder on the available Wallet Currencies.

In case the available Funds on all Wallet Currencies are still insufficient to pay for a transaction, the transaction will be declined and the retailer may call the Cardholder to pay the transaction amount by some other means.

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 using the Card.

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 Bank has defined the default Card usage currency priority as USD, Euro and GBP which shall apply where the Card holder has not defined Currency usage priority. The Card holder will be able to change their default currency settings and defined their usage priorities by accessing the define customer portal facility of the Bank's prepaid Card system at [www.imbank.com](#)

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

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

The issuance of the Card is subject to compliance by the applicant of the provisions of applicable laws, rules, regulations and directions as issued by the Central Bank of Kenya or other appropriate authority under any law in force from time to time. 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 met or if it has a reason of suspicion to believe that the Card holder has violated or intends to violate any exchange regulations 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.

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

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

- Signing the application Form
- Signing the back of the Card;
- Activating through loading, reloading or using the Card at any ATM or Merchant Outlet or Website
- Authorising a Secondary Card to be issued on your the Card
- Any other way implying adoption and possession of the Card

THE CARD
I&M Bank Mastercard MultiCurrency Prepaid Travel Card is a MultiCurrency 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 limited to US Dollars, Great Britain Pound and Euros. The initial Base Currency will be USD.

After loading or reloading the funds to the Card, the Card holder shall be the sole owner of the funds in the account to a defined specific wallet currency. The initial three Wallet Currencies are USD, GBP and EURO.

If the Bank introduces a new Wallet Currency and the Card holder chooses 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 Currency.

The Card holder is responsible for determining and managing their Wallet Currency portfolios and ensuring that sufficient funds are held in each wallet and in a defined usage priority to accommodate anticipated transactions in the relevant Currency, subject to certain 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 [www.imbank.com](#)

The Card is not a Credit Card and its usage is limited to the amount pre-loaded. The Card must not be used for any unlawful activity and the Cardholder should not give or share their Card with another person.

If there are insufficient Funds in a particular Wallet Currency to pay for a transaction, the amount of the transaction will be automatically processed using other Currencies in the order of priority as previously selected by the Cardholder on the available Wallet Currencies.

In case the available Funds on all Wallet Currencies are still insufficient to pay for a transaction, the transaction will be declined and the retailer may call the Cardholder to pay the transaction amount by some other means.

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 using the Card.

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 Bank has defined the default Card usage currency priority as USD, Euro and GBP which shall apply where the Card holder has not defined Currency usage priority. The Card holder will be able to change their default currency settings and defined their usage priorities by accessing the define customer portal facility of the Bank's prepaid Card system at [www.imbank.com](#)

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

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

The issuance of the Card is subject to compliance by the applicant of the provisions of applicable laws, rules, regulations and directions as issued by the Central Bank of Kenya or other appropriate authority under any law in force from time to time. 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 met or if it has a reason of suspicion to believe that the Card holder has violated or intends to violate any exchange regulations 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.

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

TERMS & CONDITIONS

TRANSACTIONS OVER THE INTERNET

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

The Cardholder may also access information on the Card through the website [www.imbank.com](#) including outstanding balance and statement of transaction history as well as not listing the Card. For this purpose, the Cardholder will be assigned an Internet Personal Identification Number 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 or Merchant Establishments may also limit or restrict the number of Transactions that may be effected through use of the Card. These limitations will vary for every ATM and/or Merchant Establishment. I&M Bank shall not be responsible for either ascertaining, or notifying the Cardholder as to such limits restrictions and shall not be liable for any loss suffered by the Cardholder due to these restrictions, limitations or to a lack of uniformity between transactions requested at ATMs and/or Merchant Establishments.

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

Cash withdrawn at an ATM outside Kenya with the Card, shall be a currency as permitted by the Shared Network 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.

No interest, compensation or any benefit/bonus is payable by I&M Bank or any other person to the Cardholder in connection with the Funds, nor do they entitle the Cardholder to any overdraft/credit facility.

Notwithstanding anything contained herein, I&M Bank may, at any time, without giving notice or reason, suspend or terminate all or any 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 in full force and effect after suspension or termination of the Card.

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

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, discontinued, 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 benefits at certain cost along with the Card. The insurance cover shall lapse upon expiration or cancellation of the Card by the Cardholder or I&M Bank, as the case may be. 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 cover. However, the Bank will assist in facilitating in processing of the claims with the concerned insurance company.

LOADING THE CARD
Upon issuance of the plastic Card and associated ATM PIN and WEB I-PIN, the Cardholder will be required to load the Funds to the Card to facilitate usage. The Funds shall be loaded by way of instructing any of I&M Bank Branches to debit the Cardholder account held or depositing cash equivalent at the Branch for the load value.

The loading and any subsequent reloads shall be processed in any of the Wallet Currencies as defined above but 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.

Card loading and reloading of Funds shall not be given to any other persons except the approved Bank Tellers and/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

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.

RELOADING THE CARD

Upon exhaustion of the Funds loaded on the Card, 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 to time.

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

- Limit the amount of Funds that may be reloaded onto the Card;
- Limit the number of times the Funds can be reloaded onto the Card; and
- 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 certain 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 amount of reloads shall be in strict accordance to the limits specified by the Bank and any applicable laws, rules and regulations in force.

Card loading and reloading of Funds shall not be given to any other persons except the approved Bank Tellers and/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 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
Any Card issued to Cardholders will be subject to a maximum spending limit as specified by I&M Bank from time to time, subject to Central Bank of Kenya guidelines and the applicable laws, rules and regulations in force from time to time.

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 occasions, at any given point in time, the last of such Card as issued to the Cardholder shall be valid and active, unless cancelled or terminated by I&M Bank.

PERSONAL IDENTIFICATION NUMBER
To enable the Cardholder to use the Card, a PIN will be issued to the Cardholder by I&M Bank, which would be provided/enclosed with the Card. In case of a re-dispatch request of a PIN, unless otherwise determined by I&M Bank as to the mode of delivery of the PIN, the PIN shall be mailed to the Cardholder (at such address as has been specified in the application form for the Card) in a sealed envelope. In case the envelope is not in a sealed condition, or the Cardholder finds it tampered with, the Cardholder should not use the PIN, and should immediately inform I&M Bank at +254 20 3221000 or such other number as 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 Cardholder.

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

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

COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS
Utilisation and/or possession of the Card by the Cardholder is required to be in accordance with the applicable laws, rules, regulations and directions as issued by the Central Bank of Kenya or other appropriate authority under any law in force from time to time.

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

Card loading and reloading of Funds shall not be given to any other persons except the approved Bank Tellers and/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

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

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

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 dishonoured or otherwise. The risk of honouring of a Card that is cancelled (and/or suspended) on its presentation 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 discretion, cancel or suspend the Card without prior notice and refund of any outstanding balance would be subject to the course of future legal directions.

RECORDS AND STATEMENTS OF THE TRANSACTIONS
ATM Receipts: When the Cardholder completes a transaction through an ATM, the Cardholder shall ensure that the Cardholder obtains and verifies any receipts/records received, if any, through such ATM.

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

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/ldging a request for the same, which request shall be processed at the earliest possible time, subject that I&M Bank shall not be responsible for any delay or non-receipt of such monthly 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.

ERRORS, QUESTIONS OR COMPLAINTS
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 may email I&M Bank at the applicable email address.

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

The following information will require being provided in such correspondence:

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

In event any further information/document is required by I&M Bank for investigation or resolution of the matter, the Cardholder hereby agrees to provide the same.

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 manner of resolution, if any, of the complaint.

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

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

I&M Bank recommends that the Cardholder observe/adopt the following precautions in addition to such other measures as the Cardholder may deem appropriate to protect the PIN and I-PIN:

- The Cardholder should not disclose the PIN or I-PIN to anyone;
- The Cardholder should use due care in preventing anyone seeing the PIN when it being entered in the ATM