



I&M WORLD CREDIT MASTERCARD APPLICATION FORM

(Please fill all the blank spaces in block letters)

I wish to apply for:

I&M World
Credit Mastercard

1. Personal details*

Tick correspondence address: Home Office

Full Name: First Second Surname

Name to be embossed on the card:

ID/Passport no. Nationality

Date of birth: Gender: Male Female Marital status

Occupation:

Mother's maiden name: Name of spouse:

Occupation of spouse:

Number of children Ages Number of other dependants

Education: Post graduate/Professional Graduate Diploma High school

Is current residence: Self owned Rented Family owned Company leased Mortgage

How long have you resided in your current residence If self owned, estimated market value

Next of kin contact details: Name

P. O. Box Postal code Tel no. Mobile no.

2. Contact details*

P. O. Box Postal code City/ Town:

Physical address: Estate Road

Hse/LR no. Nearest landmark

Tel. no. Mobile no. Mobile no. for SMS alerts

Email Permanent home add.

3. Income details

Sources of income*

1. Amount per month

2. Amount per month

3. Amount per month

Expected credit limit for this card:

*MUST BE FILLED

4. Employment Details

a. For salaried individuals only*.

Please provide details of your current employer:

Name of employer

Terms of employment: Permanent Contract If contract state expiry date

Employed from to Position held

P. O. Box Postal code Office tel. Ext.

Office mobile City/Town

Physical Address

Gross monthly salary	<input type="text"/>
Aggregate statutory deductions (PAYE, NSSF, NHIF) etc	<input type="text"/>
Other deductions (loans, advances, co-op etc)	<input type="text"/>
Net monthly salary (as per latest pay slip)	<input type="text"/>

Please provide details of your other employments for the past 5 years:

1. Name of employer

Employed from to Position held

2. Name of employer

Employed from to Position held

3. Name of employer

Employed from to Position held

4. Name of employer

Employed from to Position held

5. Name of employer

Employed from to Position held

b. For self employed individuals.

Name of Company Nature of business(es)

Address Road/Street Name of building Floor Room no.

Personal gross annual income for last 3 years:

Year 1 Year 2 Year 3

5. Financial details

a. Please provide details of accounts held with us and other banks*

1. Bank Branch Account no

2. Bank Branch Account no

3. Bank Branch Account no

b. Please provide details of any loans taken by you or your spouse from other institutions:

1. Name of institution

Outstanding loan amount Monthly repayment amount

2. Name of institution

Outstanding loan amount Monthly repayment amount

Loan taken by: Self Spouse Joint Purpose

Do you agree to us making inquiries from any of these institutions/banks? Yes No

***MUST BE FILLED**

6. Other Credit Card Details

Type (Visa/Mastercard etc)	Issuer (Name of Bank)	Card No.	Held Since	Limit

7. Referees*

a. Name

Address Mobile no. Tel. no. (res) Tel. no. (off)

Email Address Relationship

b. Name

Address Mobile no. Tel. no. (res) Tel. no. (off)

Email Address Relationship

8. Employer's Guarantee (if available)

If your employer is prepared to guarantee charges on your personal I&M World Credit Mastercard, please obtain your employer's signature over the firm's rubber stamp/Company seal. In consideration of your issuing to the above named applicant I&M World Credit Mastercard (s) we hereby unconditionally guarantee payment of the charges incurred by the applicant through use of the card, up to a maximum amount of Kenya shillings _____, by signing below. We also undertake to notify I&M Bank if the applicant leaves our employment at any time. Attached herewith please find our official letter of guarantee confirming the same.

Name of Employer

Name of authorised Signatory	Signature	Date

Company rubber stamp/Company seal

9. Supplementary Card (please cross out this section if you do not wish to apply)

To be completed only if the applicant (Principal Cardholder) wishes to apply for additional cards to be issued to another Authorised User. Please note that all Supplementary Cards will have to be operated within the overall Credit Limit enjoyed by the Principal Cardholder and the Principal Cardholder will be liable for any usage of the Card by the Authorised User. The details under this section pertain to the Supplementary Cardholder who must sign where indicated. The Supplementary Cardholder must be 18 years or older.

1. Name

Date of Birth: ID/Passport No: Email Address:

Mobile no. Tel. no. (res) Tel. no. (off)

Nationality Relationship to Principle Cardholder

I hereby apply for an I&M World Credit Mastercard. I confirm having read, understood and agreed to the TERMS AND CONDITIONS OF USE OF I&M WORLD CREDIT MASTERCARD and to the contents of this application form.

Signature of Supplementary Cardholder Date

2. Name

Date of Birth: ID/Passport No: Email Address:

Mobile no. Tel. no. (res) Tel. no. (off)

Nationality Relationship to Principle Cardholder

I hereby apply for an I&M World Credit Mastercard. I confirm having read, understood and agreed to the TERMS AND CONDITIONS OF USE OF I&M WORLD CREDIT MASTERCARD and to the contents of this application form.

Signature of Supplementary Cardholder Date

10. Auto-Debit Instructions (optional, for I&M Bank account holders)

I hereby authorise you to debit my account no. with I&M Bank, branch for payment of % (minimum 20%) outstanding of the billed amount on the respective Due Dates.

11. I wish to collect the Card from:

I&M Card Centre OR branch of I&M Bank.

12. I wish to receive my card statement by email in addition to post:

Yes No Email address

13. Declaration

- a. I here by apply for an I&M World Credit Mastercard
- b. I declare that the above information is true and accurate.
- c. I understand that filling up the application form and submitting the required documents does not impose any obligation on I&M Bank to issue me the Card.
- d. I authorise I&M Bank to make any inquiries necessary in connection with this application.
- e. I have read, understood and agree to the Terms & Conditions of Use of I&M World Credit Mastercard. Specifically, I confirm having considered Section 6 (Payment & Interest) and Section 7 (Charges) of the Terms & Conditions of Use of I&M World Credit Mastercard and the Schedule of Charges for I&M World Credit Mastercard (a copy of which has been made available to me) and found them to be fair, resonable and necessary to enable the Bank to continue offering the Card to me and I shall not dispute any claim by the bank aganist me on grounds that the charges (as amended from time to time) and rates of interest (as amended from time to time) charged by the Bank are unfair or unreasonable under any circumstances.
- f. I and any Authorised User will be jointly and severally liable for all charges incurred through use of the Card.

Signature of Applicant (Principle Card Holder) Date

PLEASE ATTACH THE FOLLOWING DOCUMENTS:

Salaried	Self employed	Supplementary cardholder
1. Certified copy of latest pay slip 2. Copy of valid work permit (if non Kenyan) 3. Six months certified bank statements for other banks accounts held. 4. Employer's guarantee *(if available) 5. Recent colour passport size photograph** 6. A copy of ID/Passport** 7. Loan statement where applicable 8. Copy of PIN/Tax compliance certificates	1. Copy of registration certificate of business 2. Copy of current operating licence 3. Six months certified bank statements for other banks accounts held 4. Recent colour passport size photograph** 5. A copy of ID/Passport** 6. Loan statement where applicable 7. Copy of PIN/Tax compliance certificates	1. One colour passport photograph 2. A copy of ID/Passport**
*Letter of guarantee from employer in format provided by the Bank **To be provided by those who do not have an account with the Bank		

TERMS AND CONDITIONS OF USE OF I&M BANK CREDIT CARDS

The following Terms and Conditions apply, subject to any further agreement in writing and subject to the laws of Kenya. These Terms and Conditions shall apply in conjunction with the Banks General Terms and Conditions.

Definitions

1. In these conditions

- 1.1 "Agreement" means the agreement between the Bank and the Cardholder, the Terms and Conditions of Use of I&M Bank Credit Card, as varied from time to time.
- 1.2 "ATM" means an Automated Teller Machine or Point-of-Sale machine operated by the Bank or any other member of Visa or MasterCard.
- 1.3 "Authorised User" means a person nominated under Condition 13 (13.1) to whom the Bank shall have issued a Card.
- 1.4 "Card" means the I&M Bank Visa or MasterCard Credit Card issued to Cardholder.
- 1.5 "Cardholder" means any person to whom a Card is issued by the Bank.
- 1.6 "Card Account" means any Account maintained by the Bank in relation to Card Transaction.
- 1.7 "Card Transaction" means any payment made or cash advance obtained by the use of the Card, the Card number or in any manner authorized by a Cardholder for debit to the Card Account.
- 1.8 "Charges" means any fees or interest charged on the Card Account.
- 1.9 "Credit Limit" means the maximum debit balance permitted on the Card Account as determined by the Bank in its sole discretion and notified to the Principal Cardholder.
- 1.10 "Due Date" means the date of the statement referred to in Clause 6 (6.1) or as determined by the Bank pursuant to this Agreement.
- 1.11 "Kenya" means the Republic of Kenya.
- 1.12 "Principal Cardholder" means any person in whose name a Card Account is maintained pursuant to such person's application for establishment of a Card Account.
- 1.13 "PIN" means any Personal Identification Number issued to a Cardholder.
- 1.14 "Shillings" means "Kenya Shillings" in the currency of Kenya.
- 1.15 "Statement" means the monthly Statement referred to in Clause 5 (5.1).
- 1.16 "Supplementary Cardholder" means a person nominated under Condition 13 (13.1) to whom the Bank shall have issued a Card on instruction of the Principal Card Holder.
- 1.17 "The Bank" means I&M Bank Limited.
- 1.18 "EMV cards" means smart cards, also called chip cards, integrated circuit cards, or IC cards which store their data on integrated circuit chips, in addition to magnetic stripes for backward compatibility. These include cards that must be physically inserted or "dipped" into a reader, as well as contactless cards that can be read over a short distance using near-field communication technology.
- 1.19 "IVR" means Interactive Voice Response.
- 1.20 "Organisation" a business, corporate body, club, society, government or non-governmental body or any association of individuals or any other juristic person under which a credit card is issued on behalf or on their account.
- 1.21 "Grace Period" this is the period between the end of billing cycle and the date your payment is due as indicated in the card Statement.
- 1.22 "Minimum Amount" the minimum amount you are required to pay, on or before the payment due date as per product specification and as per statement, to ensure that you do not have to pay late fees.

- 1.23 "Credit Life Insurance" this is an insurance policy to help ensure that your outstanding credit card obligations are covered when unforeseen events affect your ability to repay the amount fully as billed by the Bank. This covers death or permanent disability that makes you unable to carry your daily productive work.

2. Acceptance

- 2.1 Before you sign the application form, please read this Agreement very carefully.
- 2.2 By signing the application form you formally agree to the terms of this Agreement and the issuance of the Card and use of it will be governed by this Agreement.
- 2.3 This agreement binds both the Principal Cardholder and any Supplementary Cardholder using the Principal Card Holder's account, who will be liable for charges as set out in paragraph 6 & 7.

3. Use of card

The Card must be signed by the Cardholder immediately on receipt and may only be used: -

- 3.1 By the Cardholder.
 - 3.1.1 Subject to the terms of this Agreement current at the time of use.
 - 3.1.2 To obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Card.
 - 3.1.3 During the validity period embossed on the Card.
 - 3.1.4 Subject to the right of the Bank in its absolute discretion, and, without prior notice, at any time to withdraw the right to use the Card for, or to refuse any request for authorization of, any Card Transaction and to publish any such withdrawal or refusal.
 - 3.1.5 Within the Credit Limit. In deciding whether this has been exceeded, the Bank may take into consideration the amount of any Card Transaction not yet debited and any authorisation given by the Bank in respect of any prospective Card Transaction.
 - 3.1.6 To obtain cash advances from the Bank or an ATM within a cash advance limit as shall be determined by the Bank and notified to the Principal Cardholder from time to time which shall form part of the Credit Limit.
- 3.2 All Card Transactions, which take place in a currency other than Shillings and whether in Kenya, will be converted from the currency in which the Card Transaction took place into Shillings at the Visa's or MasterCard's prevailing rate plus a margin imposed by the Bank as at the date of such conversion and shall be debited to the Card Account in Shillings.
- 3.3 The Card may be used worldwide for Card Transactions expressed in the currency of the country of purchase. The monthly Statement will be billed in Shillings.
- 3.4 Organisations are wholly responsible for usage of cards issued under their names to their employees, directors, or associates. The organisation policy should be clear to card users on expected usage of the card and applicable individual limits.
- 3.5 The organisation agrees to provide the Bank with any information that is reasonably and lawfully requested regarding card usage and to provide documentation or support related to that use as may be requested in a timely manner.

3.6 The Organisation agrees to immediately notify the Bank when a cardholder ceases relationship with the organisation for purpose of terminating the card. Until such notification is done and the consequent termination of the card, the organisation shall remain liable for the entire outstanding amount owed whether actual amount spent by card holder, interest, or other kinds of fees and applicable taxes.

4. The Card Account

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

4.2 Where a credit card is issued to an organisation, it will be the responsibility of the organisation to set spending limits for individual.

4.3 The organisation shall be liable for all amounts due under the corporate credit card and shall remain responsible for the repayment of the corporate credit card balances.

5. Statement

5.1 The Bank shall send monthly Statements to the Cardholder, setting out the total debit or credit balance, as the case may be, on the Card Account as at the Statement date.

5.2 Any error or omission relating to such Statement of accounts must be directed to the Bank by the Cardholder immediately upon receipt thereof. If no such enquiries are made within 21 days from the date of Statement, it shall be deemed an accurate and conclusive record of accounts.

6. Payment and interest

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

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

6.3 If a Principal Cardholder pays at least the Minimum Amount by the Due Date or any partial amount not equal to outstanding balance and chooses to revolve a part or full amount of the Revolved Amount (i.e. outstanding balance minus Minimum Amount), interest will be charged on the full outstanding amount up to the date of payment and there after interest will continue to accrue on daily balances for revolved amount that has not been paid within the grace period (not paid within Due Date). For the revolved amount, interest accrues from the day of transaction until the day that particular amount is paid. Even after monthly statement is sent out, the revolved amounts continue to accrue interest until the day full payment is made. Thus, interest amount will increase on a daily basis beyond the amount captured as per Statement date.

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

6.5 If the Principal Cardholder fails to pay at least the Minimum Payment as shown in the Statement by the Due Date, a late payment penalty will be levied on the outstanding Minimum Payment amount on Due Date at a specified flat Late Payment Penalty Rate and will be added on the Statement for the subsequent month. This is in addition to the interest payable on outstanding balance calculated as per clause 6 (6.3) above on outstanding balance.

6.6 In case a Cardholder is overdrawn beyond the Credit Limit as on any day, an overlimit charge calculated as a flat Overlimit Charge Rate percentage on the maximum amount overdrawn on any particular day will be levied and added on the Statement for the subsequent month.

6.7 Payment on any account will take effect when received by the Bank and credited to the Principal Cardholder's account. If the payment is made by cheque it will take effect when cleared by the respective bank.

6.8 A flat Handling Fee will be charged if a cheque or other remittance is not honoured on first presentation.

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

6.10 Non-receipt of the Statement by the Principal Cardholder does not discharge the obligations to pay all the amounts due on the Card Account.

6.11 The Principal Cardholder shall not be entitled to interest on any credit balance there may be on the Card Account.

6.12 The Bank will inform the Card Holder of the applicable Credit Period, Minimum Payment, Revolving Credit Interest Rate, late payment fees, Overlimit Charge Rate and Handling Fee as described above, at the time of issuance of the Card. Subsequently, the Bank reserves the right to revise any of the above at any time without prior notice to the Cardholder, including the manner in which they are calculated. Any such change will be informed by the Bank to the Cardholder on the Statement or such other means as the Bank shall find appropriate and in providing such information it shall be enough for the Bank to produce a copy of the Statement containing such information or the means by which the change was informed.

6.13 Card Statement and standing instructions (auto-payment) shall be processed on business days as per product billing cycle. Where the Statement date or standing instructions, date falls on a weekend i.e Saturday or Sunday, public holiday or gazetted bank holiday the execution shall happen on the next business day.

7. Charges

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

7.1.1 A one-off joining fees on issuance of the Card.

7.1.2 An annual subscription fees on issuance of the card and on every subsequent annual renewal date.

7.1.3 A cash advance charge on the amount of any cash advance debited to the Card Account.

7.1.4 A card replacement fees in case a card is lost or damaged.

7.1.5 For purpose of Credit Life Insurance, of which premium is payable per month or as may be stipulated by the Bank and the insurance provider from time to time.

7.2 The Bank will inform the Cardholder of the applicable joining fees, annual subscription fees, cash advance charge, card replacement fees, Credit Life Insurance premium as described above, at the time of issuance of the Card. Subsequently, the Bank reserves the right to revise (including waiving or addition of any other charges) any of the above at any time without prior notice to the Cardholder. Any such change will be informed by the Bank to the Cardholder on the Statement or such other means as the Bank shall find appropriate and in providing such information it shall be enough for the Bank to produce a copy of the Statement containing such information or the means by which the change was informed.

8. Automated Teller Machine

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

9. Withdrawal of use of the card

- 9.1 The Bank may at any time and with a 30 days' notice cancel or suspend the right to use any card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Card, without in any case affecting the Principal Cardholder's obligations under this Agreement which shall continue in force.
- 9.2 The decision of the Bank with respect to suspension (temporary or permanent), withdrawal or limitation of usage including reducing Credit Limit, will be at the Bank's sole discretion at its own judgement, subject however to the Bank providing a reason so long as the same is not contrary to the applicable laws.
- 9.3 The Card remains the property of the Bank at all times. On request, all or any Card issued for use on the Card Account must be returned immediately to the Bank or to any other person acting for the Bank. The Bank shall notify the Cardholder the particulars of any such other person.
- 9.4 The Principal Cardholder shall be liable for all expenses incurred by the Bank in reclaiming a cancelled Card.

10. Termination

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

- 10.1 The Principal Cardholder may terminate this Agreement by written notice to the Bank but such termination shall only be effective on the return to the Bank of all Cards issued for use on the Card Account, and the settlement in full by the Principal Cardholder of all liabilities under this Agreement. Until such termination, the Bank may reissue Cards from time to time for use in accordance with this Agreement.
- 10.2 Notwithstanding any other provision, all indebtedness shall at the Bank's option, and without notice or demand being given, be immediately due and payable and the Bank may cancel this Agreement without notice in the event of
- 10.2.1 The death of any Cardholder.
- 10.2.2 Insolvency of any Cardholder or failure by the Cardholder to pay any indebtedness hereunder or any other obligation of the Cardholder.
- 10.2.3 The institution of Garnishee, criminal proceedings, bankruptcy proceedings, attachment or execution proceedings involving any Cardholder or Authorised User.
- 10.2.4 A breach or default of any provision of this Agreement.
- 10.2.5 Use of card contrary to the terms of this Agreement.
- 10.3 The Cardholder shall be liable for all legal fees and expenses incurred by the Bank including the attorney's collection commission. In the event of any claim or legal suit arising in connection with the Cardholder's breach of any term of this Agreement.

11. Safeguarding the card

- 11.1 The Cardholder will exercise all care necessary to ensure the safety of the Card and the secrecy of the PIN at all times. The Principal Cardholder may ONLY reveal the PIN to an Authorised User.
- 11.2 A Cardholder shall not allow any other person to use the Card with or without the knowledge of the PIN.
- 11.3 A Cardholder should never write the PIN on the Card or anything usually kept with it.

- 11.4 It is a Cardholder's duty to safeguard his/her Card with the same intensity they would apply for cash.

- 11.5 If the Card is lost, stolen or is susceptible to misuse or the PIN has been disclosed to anyone other than an Authorised User, the Cardholder must immediately notify the CardCenter for immediate blocking by the Bank, directly by telephone number 3221111 or 246552-9 Nairobi or toll-free number 0800721088. The Cardholder also has the option of blocking the Card by using the Bank's mobile app or online banking platform.

- 11.6 Until the Bank receives the call centre request to block the Card or the Cardholder blocks using the Bank's mobile app or online banking platform, the Principal Cardholder will be liable in respect of any misuse of the Card.

- 11.7 The Cardholder will give the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card or disclosure of the PIN and take all steps deemed necessary by the Bank to assist in the recovery of the missing Card. In the event of any such loss, theft or misuse being suspected, the Bank may provide the police with any information it considers relevant. If a Card which was previously reported as lost, stolen or liable for misuse, upon being found, that Card must not subsequently be used but must be cut in half and returned immediately to the Manager, Card Center, P.O. Box 30238, 00100 GPO, Nairobi.

12. Refunds and cardholder claims

- 12.1 The Card Account will only be credited with a refund in respect of a Card Transaction if the Bank receives a refund voucher or other refund verification acceptable to it. No claim by the Cardholder against a third party may be subject of a defence or counterclaim against the Bank. No rights of the Cardholder against the Bank may be assigned or otherwise disposed of.
- 12.2 No Cardholder shall return for cash refund any goods and tickets for services obtained with the Card. Any such refund must be credited only through the Card Account.

13. Authorised Users

- 13.1 The Bank may issue cards for use by any natural person nominated by the Principal Cardholder as Authorised User/Supplementary Cardholder on the Card Account. The Principal Cardholder shall be liable for all amounts arising from, or losses incurred by the Bank in connection with the use of the Card by an Authorised User (including any use in breach of this Agreement which the Bank shall be under no responsibility to prevent), which shall be debited to the Card Account. In addition to its other powers, the Bank shall cancel any Authorised User's Card at any time by the means provided in condition 11 (11.5) and (11.6) above.

14. Variation of agreement

- 14.1 The Bank may vary this Agreement at any time or times whether or not similar variation is made to the agreement(s) with any other Cardholder(s). Subject to the requirements of statute (if any), notification of any such variation or any other notification to be given by the Bank shall be given to the Principal Cardholder by the Bank either in writing or by publication thereof by such means as the Bank may select and any variation shall be binding on the Cardholder. Such notice shall be a 30 days' notice to the Cardholder.

15. Responsibility for service

- 15.1 The Bank incurs no liability to the Cardholder if any non-acceptance of the Card is not attributable to the Bank, and/or is beyond the Bank's control
- 15.2 All claims including any right of set-off by the Cardholder and any dispute regarding any sales voucher or credit voucher or any transaction involving Card or other use of the Card Account shall be settled directly between the merchant and the Cardholder and shall have no effect on the indebtedness
- 15.3 The Bank incurs no liability to the Card holder for any malfunction of any ATM.

16. Foreign currency

- 16.1 The Cardholder must be fully familiar and comply with all the applicable exchange control regulations when the Card is used outside the money area of the Republic of Kenya.
- 16.2 Card transactions made in foreign currencies, will be shown on the statement in Kenya Shillings and is payable in Kenya currency converted at the exchange rate charged to the bank on conversion by Visa or MasterCard plus a percentage on the converted amount of the value of the foreign transaction and which percentage can vary from time to time. This rate may not be the rate in effect on the date of the transaction.

17. Security

- 17.1 Internet transactions are not always secure. It is the Cardholder's responsibility to ensure that any internet transaction is made on a secure site.
- 17.2 The Bank will not take any responsibility for any misuse of a Card as a result of the customer quoting their Card number over the internet.
- 17.3 This Card must NOT be used to fund any acts of terrorism, for money laundering purposes, fraud, or any other illegal activities.

18. Liability for indebtedness

- 18.1 The Principal Cardholder is liable to the Bank for all indebtedness incurred by any person Authorised by such Cardholder together with all the applicable charges and interest.
- 18.2 The Principal Cardholder's liability to the Bank with each Authorised User shall be joint and several for all indebtedness.

19. Purchases and cash advances made without a card

- 19.1 If the Cardholder or anyone authorized to use the Card provides a mandate, whether such comprises a signed coupon, subscription voucher or telephone instruction or requests a cash advance or gives the card number to make a purchase or obtain a cash advance, without presenting the Card (such as for mail order, telephone order or internet), the legal effect shall be the same as if the Card was used by the Cardholder and a sales voucher or other document or cash advance voucher was signed by the Cardholder.
- 19.2 The Bank shall debit the Card Account with the amount of all Card Transactions and the Cardholder will be liable to pay the Bank all the amounts so debited whether or not such a voucher or other document is signed by the Cardholder and irrespective of any rights or obligations as between the merchant and the Cardholder.

20. Contactless Credit Cards

I&M Contactless Credit Card Product refers to the card types to which the Bank is offering Contactless enabled credit cards holders through which a credit card with an embedded Radio Frequency Identification (RFID) chip and an antenna transmits payment details wirelessly to a contactless reader connected to a merchant's point-of-sale (POS) system.

- 20.1 The additional feature enabling the waving or tapping the EMV enabled credit card on a contactless enabled EMV compliant POS terminal for the purpose of making a payment (the "Contactless Mode") is in addition to the existing features and does not in any manner affect the existing functionality of the card.
- 20.2 Entering of PIN is mandatory for payments made via the Contactless Mode and such payments may work only at select merchant with contactless enabled POS or a reader capable processing a contactless transaction. Further, Contactless Mode of payment is only applicable for purchases at an enabled merchant's POS and not for ATM withdrawals, online purchases or IVR transactions. In some instances, the Merchant POS may not ask for the PIN depending on POS setting and Merchant preference.

20.3 To make the payment using a Contactless Mode, the Cardholder is required to bring the card to close proximity, which is approximately 4cm or less, of the contactless enabled POS or a reader and tap or wave the card. The Credit Card Holder hereby confirms and acknowledges liability for the negligent use of the Card.

20.4 Use of the Contactless Mode is optional and at the discretion of the Credit Card Holder and the Bank incurs no liability to the Cardholder if any non-acceptance of the Card is not attributable to the Bank, and/or is beyond the Bank's control.

20.5 No additional charge will be levied by the Bank solely for using Contactless Mode of payment. However, the Card member accepts, agrees and acknowledges that the card shall continue to attract annual fees, late payment fees, interest, service charges and any other charges as applicable on the card.

20.6 The Cardholder has the option to choose at any time whether to opt for a Contactless Mode Card or to have a Card which does not have the contactless payment features and vice versa.

20.7 The Bank reserves the right to appoint or terminate retail outlets and merchants offering this Contactless Mode of payment, at its sole discretion and decision. Further, the Bank reserves the right to, without liability or prejudice to any of its other rights, at any time, by providing a 30 days' notice, withdraw /suspend /amend /cancel or disable Contactless feature, subject however to the Bank providing a reason so long as the same is not contrary to the applicable laws.

20.8 Any payment requisition received from an enabled Merchant for payment shall be conclusive proof that the payment recorded on such requisition was properly incurred at the Merchant Establishment by the Card Holder;

20.9 These Terms & Conditions shall be in addition to & not in substitution/derogation to the Credit Card Terms and Conditions and by signing the application form for the Contactless Mode Card you formally agree to the terms of this Agreement. The initiation of a card transaction shall be deemed that the Card member has read, understood and unconditionally accepted the Terms & Conditions herein.

21. General

21.1 The Bank shall not be liable if it is unable to perform its obligations under this Agreement due to acts or omissions that are not attributable to the Bank, and/or those which are beyond the Bank's control.

21.2 The Principal Cardholder shall immediately notify the Manager, Card Centre, I&M Bank, P. O. Box 30238, 00100 GPO, Nairobi, Kenya in writing on any change of name or address. Any notice or correspondence sent by the Bank or its advocates to the Cardholder at the address last notified to the Bank by the Cardholder shall be deemed duly served.

21.3 The use of the Card is subject to the rules and regulations of respective card schemes i.e. Visa and MasterCard.

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

21.5 Any other facilities or benefits made available to Cardholders as such and not forming part of this Agreement may be withdrawn at any time without notice.

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

21.7 The Cardholder hereby gives consent to the Bank to make inquiries regarding the credit standing, past credit history with any other credit rating agency or credit issuing institution (including other credit card companies) as the Bank deems necessary.

21.8 The Cardholder hereby gives consent to the Bank to make inquiries regarding the verification of any information that has been provided by the Cardholder in the I&M Bank Visa or MasterCard Credit Application Form.

- 21.9 The Cardholder hereby gives consent to the Bank to provide information regarding the credit standing, past credit history etc. of the Cardholder in response to queries by any other credit rating agency or credit issuing institution (including other credit card companies), at the Bank's discretion.
- 21.10 The Cardholder shall not make any payment to any person except the Bank in respect of goods or services with the use of the Card.
- 21.11 The Bank may assign its rights and benefits under this Agreement at any time.
- 21.12 This Agreement shall be governed in all respects by the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenya courts.
- 21.13 The customer hereby agrees to the terms of Privacy Notice as published in the Bank's website www.imbankgroup.com which may be amended from time to time with notice to the Customer
- 21.14 All insurance benefits will be payable to you subject to the terms and conditions of the insurance provider.

For Bank use only

Agent name _____ Code _____

Form no _____

Application no _____

Batch no _____

Credit Limit _____

Card no _____

Supplimentary Card no _____

Date _____

Signature _____

