



I&M BANK LIMITED (“THE BANK”) TERMS AND CONDITIONS FOR THE I&M DEBIT CARD

TERMS AND CONDITIONS

This Agreement is subject to any other agreement made in writing between the Bank and the Customer and is subject to the Bank's General Terms & Conditions, terms and conditions Governing The Use of I&M Next Generation Banking Facility, the terms and conditions governing use of I&M internet/mobile banking available as amended from time to time and available under https://www.imbankgroup.com/ke/terms-and_conditions/ and any other Bank terms and conditions pertaining to Cards and other services and products offered by the Bank, and, the Bank's Privacy Notice.

1. DEFINITIONS

- a) “Account” means in relation to a Card any account(s) held by the Card Holder with the Bank, either solely in the name of the Card Holder or jointly with other account holders, designated by the Bank at the request of the Card Holder to be the eligible account(s) for effecting a Transaction for the Card and to which all amounts due from the Card Holder for the Card are to be debited provided that where the Account is a joint account(s) all the Account holders of the joint account(s) must complete and execute the Application Form;
- b) “Application Form” means the Application Form for the Card or the request made in the Application completed by the Customer in respect to the establishment and operation of an Account;
- c) “ATM” means any Automated Teller Machine whether in Kenya or elsewhere of the Bank or of a specified Shared Network Partner of the Bank including the VISA & MASTERCARD network, at which the Card Holder can effect a Transaction;
- d) “Bank” means I&M Bank Limited;
- e) “Card” means the Visa or Master Electron Debit Card issued by the Bank at the request of and in the name of the Card Holder for use in connection with debit card services provided by the Bank;
- f) “Card Holder” means a person (being an individual or a body corporate) to whom a Card has been issued and whose name appears on it;
- g) “Foreign Currency” means the lawful currency for the time being and from time to time of such countries as the Bank may from time to time determine as being available for use in a Transaction;
- h) “Merchant Establishment” means an establishment wherever located which accepts the Card and shall include but not be limited to stores, shops restaurants, hotels or airline organisations which display the Bank's logo or a Shared Network Partner's logo including any VISA and/or MASTERCARD branded logo, as a sign of acceptance of the Card and at which a POS Terminal has been installed;
- i) “PIN” means in relation to a Card Holder, the personal identification number required to gain access via an ATM or POS Terminal to effect a Transaction;
- j) “POS Terminal” means a point of sales terminal installed at a Merchant Establishment capable of processing a Transaction;
- k) “Shared Network Partner” means any body with which the Bank enters into an arrangement by which Card Holders of the Bank can effect Transactions on ATMs and/or POS Terminals owned by or affiliated to the body; and
- l) “Transaction” means any transaction effected by use of the Card in accordance with these Terms and Conditions.

2. ATM USAGE

- a) the Card may be utilized at any ATM for the following Transactions:
 - i. to effect a debit to the Account by withdrawal of cash, any such debit being effected immediately;
 - ii. to display the current balance of the Account on the ATM;
 - iii. to give an account mini statement to the Card Holder;

- b) such other Transaction as may from time to time be made available by the Bank to the Card Holder.
- c) all withdrawals of cash from ATMs for each Card shall be subject to the daily cash withdrawal limit as notified from time to time by the Bank as well as subject to sufficient funds being held in the Account. The Card Holder agrees not to attempt to effect a withdrawal of cash unless a sufficient balance of funds is available in the Account. The onus of ensuring an adequate Account balance is entirely on the Card Holder.
- d) the Bank may, at its discretion, reserve a certain minimum amount to be maintained in the Account, below which a withdrawal Transaction will not be allowed, even if sufficient funds are available in the Account to allow the Transaction.
- e) in the absence of manifest error the Bank's records as to any Transaction or its consequences shall be conclusive.
- f) when a Card Holder completes a Transaction through an ATM, s/he can opt to receive a printed Transaction record.
- g) the Card Holder is advised to retain the record of a Transaction generated by the ATM.

3. MERCHANT ESTABLISHMENT USAGE

- a) the Card may be utilized at any Merchant Establishment. The Card is for electronic use only.
- b) once authenticated and approved, the Transaction is complete, and a Transaction print out shall be generated at the POS Terminal for execution by the Card Holder.
- c) the Card Holder is also advised to check the Transaction details before taking delivery of the items purchased and/or services provided and leaving the counter of the Merchant Establishment.
- d) once the Card is swiped and verified and the Transaction approved, the Account shall be debited with the full value of the Transaction immediately.
- e) the Bank shall not accept responsibility for any arrangement or negotiations the Card Holder may have with the Merchant Establishment including but not limited to the nature or quality of the goods supplied and/or services provided or any representations or warranties made by the Merchant Establishment. Should the Card Holder have any complaint concerning any Merchant Establishment as to the merchantability or quality of goods supplied and/or services provided, such complaint shall be resolved by the Card Holder directly with the Merchant Establishment. Failure to do so however shall not relieve the Card Holder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) of any obligations to the Bank. The Card Holder is also advised to notify the Bank of any grievances, complaints or disagreements with a Merchant Establishment immediately.
- f) the Bank does not accept any responsibility for a surcharge levied by any Merchant Establishment.
- g) in case a Card Holder wishes to reverse a completed Transaction due to an error or on account of return of merchandise by the Card Holder to the Merchant Establishment, the earlier sales receipt issued by the Merchant Establishment must be cancelled by the Merchant Establishment, and a copy of the cancelled receipt must be retained in the Card Holder's possession. Reversal/refund of debits due to such Transactions shall be processed manually and shall only be made by the Bank upon the Bank's receipt of:
 - h) an appropriate refund from the Merchant Establishment, either directly or through the respective Shared Network Partner's settlement process; and
 - i) the cancelled sales slip from the Card Holder.
- j) if the Card holder, or anyone authorised to use the Card, provides a mandate whether such comprises but is not limited to a signed coupon, subscription voucher or telephone instruction or gives the Card number to make a purchase or obtain 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 Card Holder and a sales voucher or any other document or cash advance voucher was signed by the Card Holder. The Bank shall debit the Card Account with the full amount of all Card transactions and the Card Holder 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 Card Holder and irrespective of any rights or obligations as between the Merchant Establishment and the Card Holder.

4. TRANSACTIONS UNDERTAKEN IN A FOREIGN CURRENCY

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.

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. The conversion rate in effect charged by Visa or MasterCard may vary and consequently may not be the rate in effect on the date of the transaction. The Bank shall debit these charges to the Customer's Account in Kenya Shilling.

5. INTERNET TRANSACTIONS

The Cardholder may use the Card over the internet and agrees to assume all risks associated with such use and further agrees to indemnify the Bank against liability/claims associated with the use of the Card in respect to transactions over the internet.

6. LOSS OR THEFT OF CARD OR PIN

A Card Holder must exercise all due care and attention to ensure the safety of the Card and the secrecy of the PIN at all times and to prevent the loss of and/or use of the Card or PIN by any third party. Consequently, a Card Holder must not disclose their PIN to anyone in any circumstances. If a Card is lost or stolen or if a PIN is disclosed to any unauthorized person, the Card Holder must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. The Card Holder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) shall be liable in respect of any Transaction undertaken prior to receipt by the Bank of notification in writing of such loss, theft or disclosure of the Card or the PIN (as the case may be).

7. FEES AND SERVICE CHARGES

In respect of each Card Holder the Bank shall be entitled at its sole and absolute discretion to charge and debit from the Account such fees and charges as it may from time to time notify the Card Holder including but not limited to an initial Card issuance fee, a Card renewal and/or replacement fee, a service fee for an amount to be prescribed by the Bank from time to time for the use of the Card and a charge for undertaking such Transactions as may from time to time be specified by the Bank. Any failure however by the Bank to so notify the Card Holder shall not prejudice in any way howsoever the recovery by the Bank of such fees and charges from the Card Holder (and in case of a Card issued in respect of a joint Account any of the joint Account holders). If the Card is utilized at ATMs belonging to Shared Network Partners of the Bank, a service fee may be charged by the operator and/or an automated transfer network for undertaking the Transaction.

8. PERSONAL IDENTIFICATION NUMBER

- a) to enable the cardholder to use the card, they are required to generate their new PIN via I&M On The Go Mobile App or Web Portal. The cardholder may Reset the PIN through OTG when they deem fit to do so. The PIN 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.
- b) the Card Holder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) may incur liability for unauthorised use of the Card and any instruction given by means of the Card and the PIN, whether in conjunction or independently, may be deemed by the Bank at its sole and absolute discretion to be instructions given by the Card Holder.

- c) the Card Holder must ensure that s/he does not reveal the PIN to any third party and takes adequate precautions to prevent anyone else seeing his/her PIN being entered in at an ATM or POS Terminal. It is recommended that the Card Holder memorize his/her PIN and then destroy any record of it.

9. PIN SECURITY

The Card Holder shall:

- (a) not divulge the PIN to anyone including but not limited to another Card Holder, a family member or friend;
- (b) take precaution to prevent anyone else seeing the PIN being entered in an ATM or POS Terminal;
- (c) not write or indicate the PIN on the Card or elsewhere, even if it is disguised; and
- (d) commit the PIN to memory and destroy any record thereof.

10. SURRENDER / REPLACEMENT OF CARD

The Card issued to the Card Holder shall remain the property of the Bank and must be surrendered to the Bank on request. The Card Holder must return the Card to the Bank for cancellation in the event the Card Holder no longer wishes to utilize the Card or if the Bank for any reason whatsoever withdraws the services.

The Card Holder must not use or attempt to use the Card after any notification of cancellation or withdrawal has been given. On receipt of a written request for replacement of a Card either damaged or lost the Bank after due verification may issue a replacement Card and debit the Account with the appropriate replacement fee applicable from time to time.

11. TERMINATION

The Card Holder may discontinue utilizing the Card and the debit card services provided by the Bank at any time by a written notice to the Bank accompanied by the return of the Card cut into two pieces.

The Card Holder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) shall be liable for all Transactions undertaken by the Card Holder and/or charges incurred up to the receipt, as duly acknowledged by the Bank, of the written notice of termination to the Bank. The Bank shall be entitled to discontinue the debit card services at any time by cancelling the Card without assigning any reason whatsoever upon issuance of 7 days notice, which notice shall be issued either by posting to the Card Holder's address last notified in writing to the Bank or by electronic mail to the Card Holder's electronic mail address as indicated in the Application Form. The notice shall be deemed to have been served upon the Card Holder 7 days after the date of posting or 7 days after the date of sending the electronic mail as the case may be. Upon termination either at the request of the Card Holder or by the Bank, the Bank shall not be required to refund any amounts to the Card Holder (and in case of a Card issued in respect of a joint Account any of the joint Account holders), whether in respect of prepaid fees or otherwise.

12. STATEMENT OF ACCOUNT

All Transactions undertaken using the Card shall appear in the monthly Account Statement, which Statement shall be subject to the General Terms & Conditions governing the Account.

13. GOVERNMENT FEES AND CHARGES

Any Government duties, rates, taxes or charges as and when levied by the Government or any other competent taxing authority in respect of any Transaction shall be payable by the Card Holder and debited by the Bank to the Account.

14. VALIDITY

The Card is valid up to the last working day of the month indicated on the Card. Terms and Conditions of use of the I&M Bank Limited Debit Card.

15. MULTIPLE ACCOUNTS AND CARDS

- a) the daily cash withdrawal limit for a Card shall be in respect of the total daily cash withdrawals made from all the Accounts for the Card;
- b) where the Account is a joint Account and mandate is either or survivor to sign, upon completion and execution of the Application Form by each account holder of the joint Account, any of the joint Account holders may be issued with a Card in respect of the said joint Account; and
- c) where the Account is a joint Account and Cards are issued to more than one or all of the joint Account holders, each Card so issued shall be separately subject to the daily cash withdrawal limit.

16. EXPENSES OF ENFORCEMENT

A Card Holder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) shall be liable to indemnify the Bank (on a full and unqualified indemnity basis) in respect of any and all expenses incurred by the Bank in enforcing or attempting to enforce these Terms and Conditions or the recovery of any amounts due from a Card Holder to the Bank including all legal fees and court filing fees and disbursements.

17. GENERAL

- a) a Card is not transferable and must not be used by any person other than by the Card Holder;
- b) a Card remains the property of the Bank and upon cancellation must be surrendered on demand to the Bank;
- c) an issued Card shall have a limited validity period, on expiry of which a new Card may be issued by the Bank at its sole and absolute discretion;
- d) the Card is neither a credit card nor a cheque guarantee card and the Card Holder shall not represent the Card as such;
- e) the Account may not be overdrawn by a Card Holder by effecting a Transaction;
- f) Cash or Cheques deposited in an ATM for credit to an Account shall be collected by the Bank and the proceeds shall not be available until the relevant funds have been received for value by the Bank.
- g) the execution of a Transaction shall be subject to any operating limitations mandated on the Account.
- h) the use of the Card is subject to the rules and regulations of the Shared Network Partners including VISA and MASTERCARD.
- i) the Card Holder hereby gives consent to the Bank to make inquiries regarding the verification of any information that has been provided by the Card holder in the Application Form; and
- j) the Bank may assign its rights and benefits at any time.
- k) 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.

18. LIABILITY OF CARD HOLDER AND BANK

- a) a Card Holder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) shall be fully liable in respect of each Transaction undertaken by the use of the Card. A Transaction must be carried out in such a way that any confidential information displayed on a POS Terminal is not disclosed to a third party. The Bank shall not be liable for any disclosure to any third party arising out of effecting of a Transaction;
- b) a Card Holder (and in case of a Card issued in respect of a joint Account any of the joint Account holders) shall not hold the Bank liable,

responsible or accountable in any way whatsoever for any loss, injury or damage howsoever arising out of the use of an ATM including inability to make a cash withdrawal due to lack of funds at the ATM where the Transaction is being processed;

- c) the Bank shall not be liable for the refusal or inability of any Merchant Establishment, POS Terminal or ATM to accept or honour a Card or to complete a Transaction or for the retention of a Card by an ATM or POS Terminal; and
- d) the Bank shall not be liable for any loss incurred as a result of malfunction of an ATM or POS Terminal.

19. CIRCUMSTANCES BEYOND THE CONTROL OF THE BANK

- a) the Bank shall bear no liability for inability to perform its obligations with regard to the ATM operations due to anything whatsoever outside the control of the Bank; and
- b) the Bank shall not be liable if it is unable to perform its obligations due (directly or indirectly) to but not limited to the failure of any machine, data processing system or transmissions link or to industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, storms, flood, civil disturbances, terrorisms, governmental regulations and directions and anything outside the direct control of the Bank, its agents or sub-contractors.

20. EXCHANGE OF INFORMATION

- c) The Card holder hereby expressly consents and authorizes the Bank to disclose, respond, advise, exchange and communicate the details or information pertaining to the Card holder's account(s) to other Banks, financial institutions, credit card companies, or credit reference bureaus, including authorized agents, representatives, lawyers or debt collection agents for the purposes of any bona fide enquiry or collection of any data or towards recovery of any sums due and outstanding to the Bank.
- d) The Bank may from time to time release (without notifying the Card holder) any information relating to any of the Card holder's account to any statutory authority which has legal power to demand for such information including the Central Bank of Kenya and Kenya Revenue Authority.
- e) The Card holder acknowledges that any information released by the Bank under this clause may be used by the recipient to assess applications for credit by the Card holder, for bad debt tracing and for fraud prevention purposes. The Card holder also acknowledges that such information being released to the recipients may affect the Card holders' ability to maintain the Card. The Card holder shall make no claim whatsoever against the Bank for the release of any information as provided under this clause, or for any loss, damage, fees or expenses suffered or incurred by the Card holder in relation to the release of any information by the Bank under this clause.

21. DATA PROTECTION AND PRIVACY OF PERSONAL DATA

- a) The Card holder, consents to the provision of the Card holder's personal data to the Bank and for the processing by the Bank of the Card Holder's personal data. In furtherance of this Agreement, the Card holder's personal data shall be processed in accordance with the Bank's Data Protection Policy and Privacy Notice on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
- b) The Bank will always ensure that Personal Data of the Cardholder is at all times processed in accordance with the right to Privacy and in strict adherence to the Principles and Obligations enshrined in the Data Protection Act, 2019 and the regulations thereof (as maybe amended from time to time)
- c) Except as permitted by Law, the Bank may not, without the prior consent of the Cardholder, disclose to any third party personal data or information relating to the Cardholder or their related parties. 19.3

- d) The Cardholder hereby unequivocally consents to disclosure of its personal data/ information under the following circumstances:
- i. To the Bank's agents, associates or subsidiary companies for the purposes of lending, developing new products, improving services and benefits to its Cardholder with an understanding that the information will be kept confidential.
 - ii. To Transferees of the Bank's rights under this agreement.
 - iii. Where the Bank is under a legal or contractual obligation to do so (including but not limited to the Bank's legal and /or contractual obligations to prevent money laundering and related offences) or in public interest.
 - iv. Cross border transfer of personal data and personal sensitive data for furtherance of contract or legitimate interests.
 - v. The Cardholder also consents to processing of their personal data provided to the Bank in furtherance of the contract entered between them and the Bank.
- e) The Card holder may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete.
- f) In accordance with the Bank's General Terms & Conditions and the Bank's Privacy Notice, the Card holder may object at any time to the processing of their personal information for direct marketing purposes, including profiling for the purposes of direct marketing. The Card holder may therefore exercise this right by unsubscribing from the service as provided in the Bank's Privacy Notice available at <https://www.imbankgroup.com/ke/information-security/privacy-notice/> Prior to the Bank conducting any direct marketing to the Customer it shall foremost seek the Customer's consent and the Bank shall enable the Customer opt-out of all future direct marketing by providing to the Customer a simple opt-out mechanism.

22. AMENDMENT OF THESE TERMS & CONDITIONS

- a) these Terms and Conditions may be amended, modified and/or replaced in whole or in part at any time by the Bank in its sole and absolute discretion. The Bank will give a 30 days' notice to the Card Holder of any such amendments, modifications and/or replacements and;
- b) upon any such amendment, modification and/or replacement of these Terms and Conditions by the Bank any subsequent use of the Card shall be deemed to constitute acceptance of such amendments, modifications and/or replacements.

23. LAW

The Terms and Conditions shall be construed, and the provision of the Card shall be regulated exclusively in accordance with the laws of the Republic of Kenya and the Card Holder (and in case of a Card issued in respect of a joint Account all joint Account holders) agree to submit to the non-exclusive jurisdiction of the High Court of Kenya.