

# TERMS AND CONDITIONS CREDIT CARD



GulfAfricanBank

Excellence. Trust. Together.

## IMPORTANT

Please read these Terms and Conditions carefully before signing the GAB Credit Card application form. By applying for, and using the GAB Credit Card, you are accepting and agreeing to be bound by the following Terms and Conditions:

### 1. DEFINITIONS AND INTERPRETATIONS

1.1. In these Terms and Conditions, unless the context otherwise requires:

“**ATM**” means an automated teller machine or point of sale machine operated by the Bank or any other member of Visa;

“**Bank**” means Gulf African Bank Limited;

“**Card**” means the Bank’s credit card issued to a Cardholder;

“**Card Account**” means the account opened by the Bank in the Principal Cardholder’s name for purposes of representing all transactions carried out by a Cardholder under these Terms and Conditions;

“**Card Limit**” means the maximum debit balance permitted on the Card Account as determined by the Bank in its sole discretion and notified to you by the Bank;

“**Card Number**” means the unique 16 digit number embossed on a Card;

“**Card Transaction(s)**” means any payment made or cash advance obtained by the use of a Card, a Card Number or in any manner authorised by a Cardholder for debit to the Card Account;

“**Cardholder**” means any person to whom a Card is issued by the Bank and includes the Principal Cardholder and the Supplementary Cardholder(s) (where applicable);

“**Charges**” means the amount payable by you arising from the use of a Card or a Card Number or a PIN or otherwise under these Terms and Conditions or as notified by the Bank from time to time including, without limitation, all Card Transactions, fees, handling charges, additional expenses, damages, legal costs and disbursements which will be debited to the Card Account and form part of the Outstanding Balance;

“**Co-Branded Card**” means a Card issued by the Bank in partnership with an Entity and whose features included benefits offered by the Entity;

“**Default Damages**” has the meaning ascribed to it in clause 8.2 below;

“**Due Date**” means the date specified in the Statement of Account by which date you must pay the Outstanding Balance, or any part therefore, or the Minimum Amount Due;

“**Liabilities**” means any and all amounts payable whatsoever by a Cardholder to the Bank pursuant to these Terms and Conditions (other than the Charges) including every type of exchange or other premium, fees, imposts, duties and levies of whatsoever kind and/or amounts such as fees, cash advance fees, stamp duty, excise or other taxes on provision of advances or credit or finance or otherwise and losses incurred or sustained by the Bank if any, arising or resulting from any governmental actions or policies which effectively prevent repayment of foreign currency Charges of a Card holder and further including, without limitation, fines, costs, expenses, damages (liquidated or otherwise) and legal costs and disbursements charged and incurred in connection with application and/or enforcement thereof;

“**Merchant**” means any person who or establishment which accepts a Card or a Card Number as a method payment for goods or services offered by it;

“**Minimum Amount Due**” means the minimum amount due and owing by a Cardholder to the Bank as specified in the Statement of Account;

“**One Time Password**” means a unique password sent to the Cardholder’s nominated mobile phone or electronic mail address as an SMS message or email;

“**Outstanding Balance**” means the total debit balance in respect of a Card;

“**PIN**” means any personal identification number issued to a Cardholder;

“**Principal Card**” means a Card issued to a Principal Cardholder;

“**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;

“**Statement of Account**” means the monthly statement sent to you and/or made available to you online showing particulars of the Outstanding Balance and the applicable Charges;

“**Schedule of Charges**” means the document prescribing the fees payable by a Cardholder in relation to Card Transactions and the Card Account issued and revised by the Bank from time to time at the Bank’s discretion and available in the Bank’s banking halls and website which shall form part of these Terms and Conditions;

“**Shari’ah**” is a reference to the general body of Islamic law and regulations and, where relevant, by reference to any applicable standards published by AAOIFI;

“**Shari’ah Supervisory Board**” means the committee of Islamic scholars and academics who have agreed to advise the Bank on matters of Islamic jurisprudence and Shari’ah as the same impacts on the business of the Bank;

“**Supplementary Card**” means a Card issued to a Supplementary Cardholder;

“**Supplementary Cardholder**” means any person whom you (as the Principal Cardholder) have nominated under the terms of these Terms and Conditions and to whom the Bank shall have issued a Supplementary Card upon your instruction (as the Principal Cardholder); and

“**Entity**” means, where applicable, an institution with which the Bank has elected to issue a Co-Branded Card.

1.2. In these Terms and Conditions:

1.2.1. references to “**you**” and “**your**” means the Cardholder, the Principal Cardholder and/or the Supplementary Cardholder and “**we**”, “**us**” and “**our**” means the Bank;

1.2.2. words denoting the singular number shall include the plural number also and vice versa and words importing the masculine gender include the feminine gender and neuter and vice versa;

1.2.3. the expression “**person**” shall include any legal or natural person partnership trust company joint venture government or any agency thereof local authority or other body (whether corporate or un-incorporate);

1.2.2. words denoting the singular number shall include the plural number also and vice versa and words importing the masculine gender include the feminine gender and neuter and vice versa;

1.2.3. the expression “**person**” shall include any legal or natural person partnership trust company joint venture government or any agency thereof local authority or other body (whether corporate or un-incorporate);

1.2.4. references to any statute or statutory provision shall be deemed to include references to any statute regulation or statutory instrument which amends extends consolidates or replaces the same (or shall have done so) and any other regulation statutory instrument or other subordinate legislation made there under or pursuant thereto;

1.2.5. references to costs charges expenses or remuneration shall be deemed to include, in addition, references to any value added tax or similar tax charged or chargeable in respect thereof;

1.2.6. a reference to any agreement or document (including these Terms and Conditions) shall be construed as a reference to such agreement or document as the same may be amended varied supplemented or novated in writing by the parties thereto in accordance with the law to which that agreement or document is subject and the particular conditions (if any) of such agreement or document;

1.2.7. references to indemnifying any person against any circumstance include indemnifying and keeping that person harmless from all actions claims and proceedings from time to time made against that person and all loss or damage and all payments costs and expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;

1.2.8. references to a “**Card**” shall include a Supplementary Card; and

1.2.9. the expression “**month**” means a calendar month.

1.3. If a definition of a particular term or expression herein imposes substantive rights

and obligations on a Party to these Terms and Conditions such rights and obligations shall be given effect to and shall be enforceable notwithstanding that they are contained in a definition.

1.4. Where any term is defined within the context of any particular clause herein the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning ascribed to it for all purposes wherever used herein or in these Terms and Conditions notwithstanding that that term has not been defined in this clause

1.5. Headings to clauses are for convenience only and shall not affect the construction or interpretation of these Terms and Conditions.

## **2. THE CARD**

2.1. You may collect the Card yourself, or we will, if so requested, deliver the Card to you by courier at your sole risk. The signature of an individual at your address shall be sufficient proof of delivery and shall constitute receipt of the Card.

2.2. The Card must be signed immediately upon receipt by the Cardholder and the Cardholder shall contact the Bank in order to activate the Card before use.

2.3. The Cardholder shall take all reasonable steps and procure that all Supplementary Cardholders if any, shall keep the Card safe at all times, including ensuring that you do not share the PIN issued to you with any other person.

2.4. The Card is our property and must be returned to us immediately upon demand being made to do so.

## **3. USAGE OF THE CARD**

3.1. You shall use the Card for Card Transactions within the Card Limit and until the expiry date embossed on the face of the Card. The Bank reserves the right to refuse to authorise Card Transactions that are undertaken upon or after expiry of the validity of the Card or that would make the combined indebtedness of the Cardholder(s) exceed the Card Limit.

3.2. The Card is not transferable and no person other than the Cardholder(s) is permitted (and the Cardholder(s) will not permit any other person) to use the Card for Charges and/or Card Transactions or for identification or for any other purpose. The Cardholder cannot use the Card before its activation and after the Card's expiry date.

3.3. The Cardholder shall be exclusively liable for all fees, Charges and Liabilities (including the charges and liabilities of Supplementary Cardholders) and any other costs and expenses and it is agreed that the Card may only be used by the Cardholder:

3.3.1. for Card Transactions authorized by the Bank;

3.3.2. to obtain the facilities, benefits and services made available by the Bank or any Merchant from time to time; and

3.3.3. within the Card Limit permitted by the Bank unless the Bank's prior approval is obtained.

3.4. Notwithstanding that a Cardholder's Card Limit has not been exhausted, the Bank in its absolute discretion shall have the right, at any time and without notice and without giving any reason and without liability to the Principal Cardholder, the Supplementary Cardholder or any other party, to withdraw or restrict a Cardholder's right to use the Card or to refuse to authorise any Card Transaction.

3.5. The Principal Cardholder may at any time inform the Bank of his/her intention to close the Card Account and to terminate the use of the Card(s) by returning all Cards cut into half to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut into half and after full payment to the Bank of all Charges and Liabilities and all costs and expenses in relation to the Card Account.

3.6. The Principal Cardholder shall notify the Bank of any change or imminent change in any particulars stated in the Card application form or other information provided to the Bank (including any name change) and respectively agree to provide any other information or particulars if requested by the Bank at any time. change or imminent change in any particulars stated in the Card application form or other information provided to the Bank (including any name change) and respectively agree to provide any other information or particulars if requested by the Bank at any time.

3.7. The Card shall not be utilized to acquire or purchase goods, services or for activities that are not in compliance with the principles under which the Bank operates. This includes purchase of goods or services such as alcohol, dealing in pork and pork related products, gambling, wagers, pornography or other illegal activities.

It is the Cardholder's responsibility to ensure that the Card is utilized for Card Transactions which are not contrary, offensive or repugnant to the principles on which the Bank operates. Neither the Cardholder nor the Supplementary Cardholder shall use the Card or the Supplementary Card or allow any third party to use the Card or the Supplementary Card for any purpose or transaction prohibited by law or carried out through the internet or in any other manner and the Bank in its sole discretion may decline such transactions and in such event the Bank shall be entitled to suspend or terminate the Card. The Bank reserves the right to refuse to authorise transactions that are unlawful and which are not in accordance with the principles on which the Bank operates.

3.8. The Card can be utilised at any VISA-branded ATM and for any transaction completed in the presence of both the Cardholder and the Merchant where there is a requirement that the Card is swiped through any point of sale terminal or card imprinter as well as for transactions undertaken through the internet or over the telephone where neither the Cardholder nor the Merchant are present.

3.9. The Bank shall have the right to refuse to authorize any Card Transaction without assigning any reason thereof. Further the Bank shall be entitled to stop providing services and facilities to the Cardholder in any city or country for whatever reasons if it deems appropriate to do so. It shall be the Cardholder's responsibility to inform the Bank prior to undertaking any foreign travel to check whether the Bank is providing card services in the particular city or country where the Cardholder intends to visit or use a Card.

3.10. The Bank reserves the right to amend the Card Limit at any time provided always that you shall be notified of such amendment prior to it being effected by the Bank.

3.11. The Bank reserves the right 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 particular Card Transaction and to publish such withdrawal or refusal.

3.12. All Card Transactions which take place in a currency other than Kenya Shillings will be converted from the currency in which the Card Transaction took place into Kenya Shillings at the Bank's prevailing rate as at the date of such conversion and shall be debited to the Card Account in Kenya Shillings.

## **4. ONE TIME PASSWORD**

4.1. Upon application by the Cardholder, the Bank may issue the Cardholder with a One Time Password for each on-line transaction undertaken by the Cardholder utilizing the Credit Card.

4.2. The One Time Password shall be issued by means of a short message service (SMS) or through electronic mail to the Cardholder and the Cardholder shall be required to input the One Time Password in order to authenticate the usage of the Credit Card and to complete the transaction.

## **5. CARD ACCOUNT STATEMENTS AND PAYMENT**

5.1. The Bank shall charge a fee for the issuance of a Card which shall be due and payable by the Cardholder prior to issuance of the Card to the Cardholder.

5.2. The Bank may levy Charges on Cardholders from time to time as per the amounts notified either through the Schedule of Charges or by the Bank giving the Cardholder due written notice of the same.

5.3. The Cardholder agrees to pay a non-refundable annual fee for the Card and for any Supplementary Card at an amount to be determined by the Bank and notified to the Cardholder from time to time.

5.4. The Bank will debit the Card Account with the amounts of all Card Transaction and charge and any other liabilities of the Cardholder arising from the use of the Card and shall issue a Statement of Account to the Cardholder on a monthly basis.

5.5. All entries in the Statement of Account shall be presumed correct unless the Cardholder disputes such entries within twenty one (21) days from the date of the Statement of Account and proves such entry to be incorrect. If the disputed Card Transaction turns out to be genuine, the Cardholder shall pay the amount set out in the relevant Card Transaction together with any fees incurred by the Bank in the investigation of such dispute Card Transaction. Without prejudice to the foregoing, the Cardholder shall immediately report to the Bank if he suspects any fraudulent, illegal

or suspicious activity with regard to the Card and the Bank, shall upon receipt of such a report, be entitled to temporarily suspend the usage of the Card until further

notification to the Cardholder.

5.6.The Statement of Account showing the details of the Card Transactions shall be sufficient proof of your obligations to pay the Bank the outstanding Balance. The Bank shall be under no obligation to provide you with purchase invoices. Non-receipt of the Statement of account shall not discharge obligations of the Cardholder to settle any amounts due in regards to the Card Account.

5.7.The Cardholder shall, on the Due Date:

5.7.1.settle the Outstanding Balance; or

5.7.2.settle the Minimum Amount Due.

5.8.Where the Cardholder settles the Minimum Amount Due, the difference between the Outstanding Balance and the Minimum Amount Due shall be carried forward to the next month.

5.9.The Principal Cardholder shall be principally liable to settle the Outstanding Balance in the Statement of Account.

5.10.Payment on the Card Account will take effect when received by the Bank in cleared funds and credited to the Principal Cardholder's Account.

5.11.The amount in excess of the Card Limit, any arrears and any Card Transactions made in breach of these Terms and Conditions shall be immediately payable in full whether or not demanded by the Bank.

## 6. CURRENCY CONVERSION

6.1.The Bank shall convert the amount of all non-Kenya Shilling Charges (excluding any Kenyan Shilling Charges) incurred or arising out of Card Transactions to Kenya Shillings at the rate of exchange applied by the Bank for such purpose in accordance with the applicable rules or business practice of the Bank and the Cardholder and Supplementary Cardholder waive any and all rights to dispute or question any rate of exchange so applied by the Bank.

## 7. RIGHT OF SET-OFF

7.1.The Bank may at any time without notice notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any of the Cardholder's then existing accounts including accounts in the name of the Cardholder jointly with others (whether current deposit financing or of any other nature whatsoever whether subject to notice or not and whether in Kenya Shillings or in any other currency) wheresoever situate and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any obligations and liabilities of the Cardholder(s) whether such liabilities be present future actual contingent primary collateral several or joint. Where such combination set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing buying rate of exchange of the Bank or such other bank in Kenya nominated by the Bank (as conclusively determined by the Bank) for purchasing the currency for which the Cardholder is liable with the existing currency.

## 8. RENEWAL OF CARD

8.1.The Card is valid up to the last day of the month and year printed on the Card.

8.2.The renewal of the Card is subject to satisfactory past transactions and the Bank reserves the right to renew, enhance or reduce the Card and the Card Limit without assigning any reason and in the event that the Bank agrees to renew the Card, the Card will be renewed and ready for collection by you at least fourteen (14) days before expiry of the card.

8.3.These Terms and Conditions or such other terms and conditions as the Bank may deem fit shall apply to any replacement Card or renewal Card issued.

## 9. SUPPLEMENTARY CARDHOLDER

9.1.We may issue a Supplementary Card under the Principal Cardholder's account.

9.2.For the avoidance of doubt, these Terms and Conditions shall apply to the Supplementary Cardholder.

9.3.Without prejudice to clause 5.9 above, the Supplementary Cardholder shall be redeemed to be jointly and severally liable with the Principal Cardholder for all Charges, Liabilities and the Card Transactions generated by the use of a Card.

9.4.The validity of a Supplementary Card is dependent on the validity of a Principal Card.

9.5.The termination of a Supplementary Card shall not terminate the validity of the Primary Card or your agreement with us for your Card.

9.6.Your and the Supplementary Cardholder's undertakings, liabilities and obligations to us and our rights shall not be affected in any way by any dispute, counterclaim or right of set-off which you and the Supplementary Cardholder may have against each other.

9.7.The Credit Limit assigned to the Cardholder is inclusive of the Card Limit of the Supplementary Cardholder, and the Cardholder and the Supplementary Cardholder shall not permit the total of the Charges incurred under or through their respective Cards to exceed the Card Limit.

9.8.You will indemnify us against any loss, damage, liability, costs and expenses, whether legal or otherwise, incurred by us by reason of any acts or omissions, legal disability or incapacity of the Supplementary Cardholder or any breach of these Terms and Conditions by the Supplementary Cardholder.

## 10. DEFAULT

10.1.You will be in default if:

10.1.1.you exceed the Card Limit without approval;

10.1.2.you fail to pay the Minimum Amount Due;

10.1.3.you fail to make payment for any cash advance ("**Cash Advance**") within 45 days of withdrawal of such Cash Advance;

10.1.4.bankruptcy or insolvency proceedings are initiated against you;

10.1.5.information provided by you to us is found to be materially false; or

10.1.6.you fail to comply with these Terms and Conditions.

10.2.If you do not pay the Minimum Amount Due, the Cash Advance or the Outstanding Balance (as may be applicable) on the Due Date you undertake (without prejudice to the exercise by the Bank of any other right or remedy in favour of the Bank) to pay to the Bank (as well after as before any demand or judgement or bankruptcy or liquidation) an amount calculated at the rate of five percent (5%) per month on the Minimum Amount Due, the Cash Advance or the Outstanding Balance (as may be applicable) (the "**Default Damages**") from (and including) the Due Date until actual payment in full of the Minimum Amount Due, the Cash Advance or the Outstanding Balance (as may be applicable) together with the Default Damages.

10.3.You shall pay the Default Damages which the Bank will remit into an account maintained specifically for charitable purposes as shall be approved by the Bank's Shari'ah Supervisory Board.

## 11. PROTECTION OF CARD, PIN AND CARD ACCOUNT INFORMATION

11.1.The Bank may issue a PIN to the Cardholder for use.

11.2.You agree that:

11.2.1.the PIN will be issued to you simultaneously with the corresponding Card;

11.2.2.you shall keep the Card and its details safely;

11.2.3.you shall memorise the PIN and other security information and keep them secret at all times;

11.2.4.you shall not write down or record the PIN on the Cards or anything usually kept with it;

11.2.5.you shall memorise the PIN and destroy the PIN mailer;

11.2.6.you shall reveal a Card number only to make a Card Transaction;

11.2.7.you understand and agree that you shall not disclose the PIN to any person and shall take every reasonable precaution to prevent disclosure of the PIN to any person; and

11.2.8.you shall not in any manner handover the Card to a third person or party.

## 12. LOSS OR THEFT OF CARD OR PIN

12.1.If the card is lost or stolen or the PIN is disclosed or known to any third party, the Cardholder shall immediately notify the said loss, theft or disclosure with all material particulars including Card numbers to the Bank. Within forty eight (48) hours of such notifications to the Bank, Cardholder shall send to the Bank a written confirmation of the loss, theft or disclosure together with such particulars thereof as may be required by the Bank. Until receipt of such confirmation, you will be liable for all Card Transactions.

12.2.If you feel that your PIN has been compromised or if you have forgotten the PIN, you may request for PIN and Card re-issue by submitting an application at the Bank and the PIN and Card will be re-issued at the applicable rate for such service as disclosed in the

Schedule of Charges.

12.3. You may not use the PIN after notifying us of its disclosure to any person.

12.4. The Cardholder agrees that the Bank has the right to recover all Charges or Card Transactions prior to reporting the loss or theft of a Card or disclosure of a PIN, provided however that the Cardholder is not liable for any Card Transaction made subsequent to reporting of such loss, theft or disclosure of PIN if there is due notification by the Cardholder of such loss, theft or disclosure to the Bank as specified herein above on the condition that such loss, theft or disclosure is not due to the negligence or default of the Cardholder and/ or the Supplementary Cardholder.

12.5. Any lost or stolen Card subsequently recovered by the Cardholder shall immediately be cut in half and returned to the Bank without being put to any use.

12.6. The Cardholder shall take all necessary steps to assist the Bank in recovering the missing, lost or stolen Card.

12.7. We may issue a replacement for any lost or stolen Card subject to these Terms and Conditions as we may consider appropriate and at a fee to be determined by us from time to time and as set out in the Schedule of Charges.

### 13. EXCLUSION OF LIABILITY

13.1. We shall not be liable for acting in good faith upon your instructions.

13.2. The Bank shall not be liable for any loss or damage suffered by you by reason of a refusal by us, a Merchant or any bank or financial institution or any ATM or other parties to allow a Card Transaction, or to accept or to honour the Card, the Card number or the PIN nor shall the Bank be responsible in any way for the goods or services supplied to the Cardholder including the failure to deliver goods or services. Any complaint by the Cardholder must be resolved by the Cardholder with the Merchant and the Bank shall bear no liability in this respect. No claim by the Cardholder against a Merchant may be the subject of a claim against the Bank. The Bank will credit the Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the Merchant.

13.3. Subject to clause 12.1 above, we shall not entertain any disputes brought to our notice by you after thirty (30) days from the date of the relevant Statement of Account.

13.4. We shall not be liable to you for any loss or damage of whatever nature due to or arising from any disruption or failure or defect in any ATM or machine or terminal or communication system or facilities or data processing system or transmission link or any industrial or other dispute or anything or cause, whether beyond our control or otherwise.

13.5. You have solely satisfied yourself on Shari'ah compliant status of the card. The Bank is not liable for whatever damage that you might suffer for using this card on that basis that someone has given contrary opinion.

### 14. DISCLOSURE OF INFORMATION

14.1. You irrevocably authorize and permit us to disclose and furnish such information that we may deem fit concerning you and your affairs including but not limited to the Card Account to our associates, branches, assignees, agents or other parties or person, including banks, financial institutions, regulators and service providers who provide a service to us as such.

14.2. We may check your credit standing at any time as and when we deem fit without any reference to you.

### 15. VARIATION OF TERMS

Any variations or modifications to these Terms and Conditions shall be communicated to you at least thirty (30) days before the implementation of the same through such channels that may be deemed appropriate by the Bank including but not limited to the Bank's banking halls and website. Any variations or modifications made hereafter shall form an integral part of these Terms and Conditions. The retention or use by you of the Card shall be treated as acceptance of any such changes.

### 16. NOTICES

16.1. You must promptly notify us in writing of any changes in your name, employment or business and address including but not limited to your phone number and e-mail address.

16.2. Any demands, notices or communication to you or to any Supplementary Cardholder

er shall be deemed to have been sent to both.

16.3. All communication under these Terms and Conditions including but not limited to any Cards, notices, Statements of Account and demands, shall be delivered to you through channels agreed to between you and the Bank in advance and at your sole risk. Each communication or other material shall be deemed to have been received and served by you on the day of delivery if delivered personally or via email and two (2) business days after posting.

### 17. CO-BRANDED CARDS

17.1. Where you elect to apply for a co-branded card:

17.1.1. You agree and confirm that you shall, by virtue of so applying, become a member of the Entity and shall be bound by the terms and conditions governing the co-branding partnership between the Bank and the Entity.

17.1.2. If there are any membership subscription fees charged by the Entity for your membership, such fees shall be debited through your Card Account upon your standing instructions which will remain in force until cancelled.

### 18. INDEMNITY

18.1. You shall indemnify us against any loss, claims or proceedings that may arise or be incurred or sustained by us by reason or carrying out the telephonic instructions from or purported to be from you.

18.2. You undertake to indemnify us against any loss, claim or proceeding which we may suffer by reason of your failure to comply with these Terms and Conditions or by reason of breach by you or arising out of or in connection with the Card Account or Card.

### 19. GENERAL

19.1. You agree to sign and deliver any such documents as we may require from time to time.

19.2. We may appoint an agent to collect any sums due from you under these Terms and Conditions.

19.3. In addition to any other right that we may have under these Terms and Conditions or under law, we may at any time and without notice consolidate and combine all accounts which you hold with us either individually or jointly with the Supplementary Cardholder and set off and transfer any sums held in any such account in satisfaction of any other sums due to us. We may do so wherever such accounts are situated and in whatever currency at our then prevailing exchange rate.

19.4. You may not assign your rights and obligations under these Terms and Conditions.

19.5. Any delay or omission by us in exercising or enforcing in whole or in part any right or remedy shall not be construed as a waiver of such right or remedy.

19.6. No waiver by us of any of these Terms and Conditions shall be valid unless in writing.

19.7. If any of these Terms and Conditions is or becomes illegal or unenforceable, the remaining Terms and Conditions shall continue in full force and effect.

19.8. The Bank shall, on your behalf, take out credit life insurance cover from Takaful Insurance of Africa Limited. All premiums payable in regards to such insurance shall be recovered from you and shall be disclosed in the Bank's tariff.

19.9. The credit amount uploaded in the Card has been offered under the Shari'ah contract of Qardh (interest free loan). However, all other benefits derived for having the card or due to usage is under the basis of Ujrah (services offered for a fee).

### 20. TERMINATION

20.1. You may at any time, inform the Bank of your intention to close the Card Account and to terminate the use of all Cards by giving prior notice in writing and returning all Cards cut into half to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut into half and after full payment to the Bank of the Outstanding Balance and all Charges and Liabilities and all costs and expenses in relation to the Card Account.

20.2. The Principal Cardholder may at any time terminate the use of any Supplementary Card by giving notice in writing and returning the relevant Supplementary Card cut into half to the Bank. In such event, the Principal Cardholder shall continue to remain liable to the Bank for all Charges and Liabilities and all other costs and expenses in relation to that Supplementary Card in accordance with these Terms and Conditions.

20.3. All Cards issued to or collected by a Cardholder remain the property of the Bank

at all times. The Bank may at any time, recall and cancel all or any Card(s) without assigning any reason, with or without giving any prior notice to the Cardholder. The Cardholder shall immediately after recall and cancellation return such Card(s) cut in half of the Bank and make full payment of the Outstanding Balance and all Charges and Liabilities and all other costs and expenses in relation thereto to the Bank.

**DECLARATION**

(a) I/We confirm that the information provided to the Bank is correct and I/we undertake to inform the Bank of any changes.

(b) I/We acknowledge that I/We have received a copy of the Terms and Conditions in respect of the Card which I have read, understood and agreed to abide by unconditionally.

(c) I/We understand that the Bank shall have the right to refuse acceptance of the application and/or cancel it at any time without being obliged to give an explanation.

(d) I/We acknowledge and agree that the use of the Principal Card and Supplementary Card if any issued on my account shall be deemed to be an acceptance of the Terms and Conditions in respect of the Card(s), which may be amended from time to time. By signing, activating, or using a Card I/We agree to be bound by these Terms and Conditions.

(e) I/We the undersigned confirm that I am the beneficial owner of the Card Account.

Full Name:

ID/PP Number:

Signature:  Date:

Full Name:

ID/PP Number:

Signature:  Date: