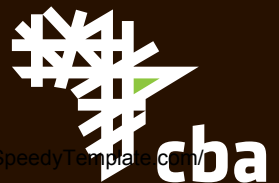


Personal Credit Cards  
Application Form

[www.cbagroup.com](http://www.cbagroup.com)



## THE CBA VISA GOLD AND CLASSIC CREDIT CARDS – INTRODUCTION

If you are a purchaser of anything from food to fancy goods, petrol to plane tickets, then you could benefit from carrying the CBA Visa Credit Card. Or if you are at a stage in your life where the administration of your finances is more of a problem than the acquisition of your finances the CBA Visa Credit is just what you need. Designed to make life easier for the holder, the CBA Visa Credit cards offer a long list of benefits.

### 1. ACCEPTABILITY

Worldwide, there are a total of 400 million Visa International Credit Cards. As one of them, our CBA Visa Card is accepted throughout Kenya and in 210 other countries by more than 10 million merchants.

### 2. STATEMENTS

Get a CBA Visa Credit Card and every month you'll also get a consolidated email statement detailing all the previous month's transactions. This will help you keep your expense accounting under tight and accurate control.

### 3. REVOLVING CREDIT

Your CBA Visa Credit Card offers you financial flexibility. Unlike some credit cards which require you to pay your account in full each month, the CBA Visa Credit Card requires only that you make a payment that equals or exceeds "the minimum payment required" as shown on your statement. The minimum payment is 20% of your total bill or the whole amount if it is less than Kshs 5,000 or USD 65.

### 4. INTEREST FREE CREDIT

With the CBA Visa Credit Card, you can enjoy up to 50 days interest free credit if you settle your account in full within 20 days of the statement date.

### 5. AUTO PAYMENT

You may choose to settle your account by Direct Debit. This is a convenient and effective way of paying your card account by direct funds from your nominated CBA account. Here's how it works. You receive your normal, fully detailed Card Statement for checking. Thereafter, either the amount due or a specific amount previously specified by you is paid automatically into your card account on the statement due date. There are no fees associated with this service. We provide it free to make your expense management as simple as possible. Use it and you can be confident that your account will always be up to date and that you will never be penalized for late payment.

### 6. BUYERS PROTECTION PLAN

You get free insurance cover on almost all items costing more than Kshs 5000 or USD equivalent, which you purchase with your CBA Visa Credit Card. This affords you cover of up to Kshs 100,000 or USD equivalent per claim if the item is lost, stolen or accidentally damaged within 30 days of purchase.

### 7. CASH ADVANCE

Ever worry of running out of cash when the banks are shut? Stop now. With your CBA Visa Credit Card and PIN you can obtain upto Kshs 40,000 a day from any Visa ATM in Kenya or over the counter at any bank showing the Visa sign. Overseas, you can withdraw up to USD 500, or the equivalent in local currency, at the counter of any bank. Or any cash dispenser showing the Visa sign provided it is within your set limit.

### 8. A BETTER DEAL

Join today and you can transfer the outstanding balances on any of your existing cards to your CBA Visa Credit Card account (provided the said account is not delinquent or more than your allowed CBA limit). Go on, enjoy real stress-free banking (subject to approval by CBA Credit Committee).

### 9. STRESS FREE INSTALMENT PAYMENT PLAN

With a CBA Visa Credit Card you have the freedom to choose a repayment period that suits a specific purchase ( i.e electronics, furniture, goods and services). With SIPP you also have the option to ask for a cheque against your card limit and pay back in equal monthly instalments between 3-9 months at a reduced rate.

### 10. NO JOINING FEE

As a personal Visa Credit card customer, you will not be charged a joining fee. Which means all you need to pay is your usual subscription, an amount determined by the credit limit you require.

### 11. RECURRENT PAYMENT

CBA Visa Credit card helps you manage your recurrent bills. Use the recurrent payment facility to pay your utility bills by monthly automatic direct debits.

## EXCLUSIVE TO GOLD CARD HOLDERS

### \* FREE ENTRY TO THE JKIA FIRST CLASS DUTY FREE LOUNGE

CBA Visa Gold Card offers you a refuge from the crowded public area at the Jomo Kenyatta International Airport. No matter what kind of ticket you have purchased, your CBA Visa Gold Card allows you free use of the airport lounge at JKIA, so you can relax before your flight takes off.

### \* TRAVEL INSURANCE

Purchase international or local tickets on your CBA Visa Gold Card and you will enjoy the benefits of our free Travel Insurance Cover. You will also have the option to increase cover for a small fee.

### \* INTERNATIONAL EMERGENCY ASSISTANCE

An international emergency assistance programme entitles you to repatriation, legal and medical services. This service is available round the clock via an exclusive International Helpline anywhere in the world.

### \* EMERGENCY REPLACEMENT CARD

If you lose your Visa Gold Card when you are abroad, Card Replacement by courier can be arranged. We can even facilitate an emergency cash advance in local currency if you so desire.

### \*PRIORITY PASS

Allows you access to over 500 VIP airport lounges worldwide. Visit [www.prioritypass.com](http://www.prioritypass.com) for details.

# THE CBA VISA GOLD AND CLASSIC CREDIT CARDS – APPLICATION FORM

## CARD PREFERENCE

### Personal Classic Card

KSH

USD



### Personal Gold Card

KSH

USD



## PLEASE ATTACH THE FOLLOWING DOCUMENTS

### CBA CUSTOMERS

- Copy of ID or passport
- Copy of PIN certificate
- Copy of utility bill (water, electricity)

### NON CBA CUSTOMERS

- Copies of salary slips – for the last 3 months
- Certified copies of last 6 months bank statements
- Copy of ID or passport
- Copy of certified PIN certificate
- Copy of utility bill (water, electricity)
- 1 (one ) passport photo

- All documents MUST be certified by the bank
- USD cards applicable to USD current account holders only

## 1. PERSONAL DETAILS PRINCIPLE CARD HOLDER

Title: Mr. / Mrs. / Miss. / Dr. /Prof. / Other \_\_\_\_\_

Surname \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_

Date of Birth: Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

P.O. Box \_\_\_\_\_ Postal Code \_\_\_\_\_ Town \_\_\_\_\_

Email \_\_\_\_\_ ID No. \_\_\_\_\_

Passport Number \_\_\_\_\_ Country of issue \_\_\_\_\_ Nationality \_\_\_\_\_

Marital status:  Married  Single  Divorced  Separated Wedding Date \_\_\_\_\_

Number of dependents including spouse \_\_\_\_\_

Educational level:  High School  Diploma  Graduate  Post graduate /Professional

Residential Address: House No. \_\_\_\_\_ Estate \_\_\_\_\_ Street \_\_\_\_\_ Town \_\_\_\_\_

Length of stay at current residence in years \_\_\_\_\_ Nearest Landmark \_\_\_\_\_

Residential Status:  Company House  Tenant  Own House

Live with parents

Home Telephone Number \_\_\_\_\_ Mobile Telephone \_\_\_\_\_

If less than 3 years, length of stay and address of previous residence \_\_\_\_\_

Mother's maiden name (or name of your choice) for security reasons \_\_\_\_\_

Sports / Hobbies \_\_\_\_\_

Club Memberships \_\_\_\_\_

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## 2. EMPLOYMENT DETAILS

Employed     Self Employed     Student     Unemployed     Retired

Terms of employment:  Permanent     Contract    If Contract, duration of contract

Employer's /Business Name \_\_\_\_\_

Nature of Business \_\_\_\_\_ Employer's /Business physical address \_\_\_\_\_

Building \_\_\_\_\_ Floor \_\_\_\_\_ Street \_\_\_\_\_

P.O. Box \_\_\_\_\_ Postal Code \_\_\_\_\_ Town \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Position held \_\_\_\_\_ Length of service \_\_\_\_\_

Current monthly net salary/income \_\_\_\_\_

Below Kshs. 100,000     Between Kshs. 100,000 and Kshs. 300,000     Over Kshs. 300,000  
USD. 1000    USD. 1000 and USD. 3000    USD. 3000

Any other additional sources of income: Source \_\_\_\_\_ Amount per month Ksh/USD \_\_\_\_\_

Spouse's income per month (if appropriate) Kshs/USD. \_\_\_\_\_

## 3. BANKING DETAILS

CBA account No's.

I. \_\_\_\_\_ Length of time account held \_\_\_\_\_

II. \_\_\_\_\_ Length of time account held \_\_\_\_\_

If you have other Bank Accounts, please give us details

Name of bank \_\_\_\_\_ Branch \_\_\_\_\_ Branch Address \_\_\_\_\_

Types of Accounts:     Current     Savings     Deposit

Acc. Nos. \_\_\_\_\_ Held for \_\_\_\_\_ Years \_\_\_\_\_

## 4. OTHER FINANCIAL DETAILS

Do you own a house or other commercial property?     Yes     No

If yes, what is the estimated market value and location? \_\_\_\_\_

Current mortgage outstanding \_\_\_\_\_ Account Number \_\_\_\_\_

If you're paying rent for your current accommodation, what is the rent per month? \_\_\_\_\_

Other loans/ Credit \_\_\_\_\_

NAME OF LENDER	MONTHLY PAYMENT	CURRENT BALANCE
1. _____	_____	_____
2. _____	_____	_____

3. \_\_\_\_\_

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**Other Credit Card Details:**

Issuer (name of bank) \_\_\_\_\_ Credit Limit \_\_\_\_\_  
 Card no. \_\_\_\_\_ Held since \_\_\_\_\_  
 Issuer (name of bank) \_\_\_\_\_ Credit Limit \_\_\_\_\_  
 Card no. \_\_\_\_\_ Held since \_\_\_\_\_  
 Credit limit requested for: Kshs \_\_\_\_\_  
 USD \_\_\_\_\_

**5. ADDITIONAL CARD HOLDER**

Do you wish to have a Card issued to another member of your family? If yes, please provide their details and signature below. *(Must be over 18 years old)*

Yes  No Limit \_\_\_\_\_

Surname \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_  
 Title: Mr. /Mrs. / Miss \_\_\_\_\_ Employer (If applicable) \_\_\_\_\_ Occupation \_\_\_\_\_  
 Date of birth: Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_  
 ID No. / Passport No. \_\_\_\_\_ Country of issue \_\_\_\_\_ Nationality \_\_\_\_\_  
 Relationship to principle card holder \_\_\_\_\_ Tel: Office: \_\_\_\_\_ Hse: \_\_\_\_\_  
 Mobile No. \_\_\_\_\_ Email Address: \_\_\_\_\_

Please issue a card to me as indicated above. I have read section 11 below and accept to be bound by the conditions of use (as amended from time to time).

Signature of additional cardholder \_\_\_\_\_ Date: \_\_\_\_\_

**6. CARD DELIVERY**

Please indicate whether you wish to collect your card(s) from a CBA branch or CBA Card Centre.

Branch /Specify \_\_\_\_\_ Card Centre Upper Hill \_\_\_\_\_

**7. PERSONAL REFERENCES**

I. Name \_\_\_\_\_ Relationship \_\_\_\_\_  
 Place of work \_\_\_\_\_ Tel No. (Off) \_\_\_\_\_ Mobile No. \_\_\_\_\_  
 P.O. Box \_\_\_\_\_ Postal Code \_\_\_\_\_ Email \_\_\_\_\_  
 II. Name \_\_\_\_\_ Relationship \_\_\_\_\_  
 Place of work \_\_\_\_\_ Tel No. (Off) \_\_\_\_\_ Mobile No. \_\_\_\_\_  
 P.O. Box \_\_\_\_\_ Postal Code \_\_\_\_\_ Email \_\_\_\_\_

## 8. EMPLOYERS GUARANTEE (IF AVAILABLE)

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If your employer (Company/Partnership/Sole Proprietorship) is willing and prepared to unconditionally guarantee payment of all charges/expenses on your CBA card(s), please complete the following

In consideration of your issuing to the above named person(s) CBA Visa Card(s), we hereby unconditionally guarantee payment of the charges irrespective of the amounts incurred by the said person(s) through the use of bank(s). (We further undertake to formally notify CBA immediately, in the event of the card holder(s) leaving employment for any reason whatsoever.)

Name \_\_\_\_\_

Position in company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Position in company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Incase of a partnership/ Sole proprietorship, an approval letter from your employer undertaking to guarantee payment is also required.

## 9. FEES

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	Personal VISA classic card		Personal VISA Gold Card	
	KSH	USD	KSH	USD
Joining	Waived	Waived	nil	Waived
Annual subscription	Kshs. 3,000	USD 60	Kshs. 5,000	USD 100
Supplementary Card	Kshs. 2,500	USD 50	Free*	Free*

\*First supplementary card is free

## 10. DECLARATION

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Please issue me with a CBA VISA Classic /Gold Card. I warrant that the information given in the application form is true and complete and I authorize you to make any inquiries necessary in connection with this application. I have read, and accept and agree to be bound by the CBA VISA Card Conditions of Use (as amended from time to time). I agree that I/We are jointly and severally liable for all charges incurred through the use of CBA VISA Card. I/We understand that Commercial Bank of Africa Limited reserves the right to decline the application without giving reasons.

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## 11. DIRECT DEBIT INSTRUCTIONS (OPTIONAL)

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This facility allows automatic debiting of your CBA Current Accounts or Savings Accounts for settlement of your monthly statements.

### How does it work?

Payment is made automatically from your nominated CBA account in accordance with your instructions to settle your CBA Visa Card Account.

### Safety

No payment is made unless you have authorized us to do so.

### Control

You remain in total control. You can cancel the authority simply by informing us in writing. You will be advised in advance on your monthly statements from CBA of the amounts due and when they will be charged to your bank account. Should you have a query about payment, you may contact us for immediate action.

**Please indicate the percentage of the outstanding amount to be debited monthly. (min 20%)**

Percentage \_\_\_\_\_

Account Name \_\_\_\_\_

Account Type \_\_\_\_\_

Account Number \_\_\_\_\_

### Instruction to the Bank

I/We instruct you to pay autocredit payments from my/our account at the request of CBA VISA CARD.

The amounts are variable and are to be debited on various dates (but not to exceed total amount outstanding on due date.)

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_

## **TERMS AND CONDITIONS FOR USE OF THE CBA VISA GOLD AND CLASSIC CREDIT CARDS**

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### **DEFINITIONS**

1. In these conditions:

- i) "THIS AGREEMENT" means the Agreement between The Bank and the Card holder, the Terms and Conditions of Use as varied from time to time;
- ii) "CARDHOLDER" means any person for whose use a Card is issued by the Bank;
- iii) "AUTHORIZED USER" means a person other than the principle Cardholder nominated under condition 10 to whom the Bank shall have issued a Card;
- iv) "THE BANK" means Commercial Bank of Africa Limited or CBA;
- v) "ATM" means an Automated Teller Machine;
- vi) "CARD" means the CBA Visa Gold or CBA Visa Classic Card issued to the Cardholder;
- vii) "ACCOUNT" means a record or statement of financial expenditure or receipts relating to a particular period or purpose
- viii) "CARD ACCOUNT" means an Account maintained by the Bank in relation to Card transactions;
- ix) "TRANSACTIONS" means any payment made or cash advance obtained by the card, the card number or in any manner authorized by a Cardholder for debit to the Card Account.
- x) "CREDIT LIMIT" means the maximum debit balance permitted to the Card Account as determined by the Bank in its sole discretion and notified to the principle Cardholder.
- xi) "DUE DATE" means the date as indicated in the statement referred to in clause 3 or as determined by the bank pursuant to this Agreement;
- xii) "PIN" means any Personal Identification Number issued to the Principle Cardholder or subsequently selected by the principle cardholder where self selection is available;
- xiii) "PRINCIPLE CARDHOLDER" means a person in whose name a Card Account is maintained pursuant to such person's application for establishment of a Card Account.
- xiv) "KENYA" means the Republic of Kenya.

### **USE OF CARD**

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

- i) By that Cardholder;
- ii) Subject to the Terms of Agreement current at the time of use;
- iii) To obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Card;
- iv) For any lawful purpose, including the purchase of goods or services not prohibited by the Kenyan Law;
- v) During the Validity period embossed on the Card;
- vi) 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, or to refuse any request for authorization of, any particular Card Transaction and to publish any such withdrawal or refusal.
- vii) 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 authorization given by the bank in respect of any prospective Card Transaction;
- viii) For any cash advance, directly from the bank or an ATM, within the set limit of Kshs. 40,000/= (USD 500) or such other amount determined by the Bank and notified to the Principle Cardholder from time to time which shall form part of the Credit Limit;
- ix) Participate in the Bank's installment plan facility subject to the specific terms and conditions.

### **MONTHLY STATEMENTS, CREDIT LIMIT, INTEREST AND LATE PAYMENT CHARGES**

3. i) The Bank will normally send a monthly statement showing all credits and debits in respect of the card account to the principle cardholder who will repay by the due date not less than 20% of the account shown due to the Bank or such amount as the bank shall determine from time to time or the full amount if it is less than Kshs. 5,000/= or USD 65;
- ii) If the principle Cardholder does not notify the Bank in writing within 28 days after the date of the statement of any error or omission, the statement will be considered to be complete and correct except for any amount improperly credited to the account.
- iii) 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.



- iv) If the Principle Cardholder shall repay the whole balance outstanding on a Statement by the close of business on the Due Date, no interest shall be charged on any items appearing on the Statement. Otherwise interest will be charged on a monthly basis at a rate of 3.5% on the balance carried forward or as the bank shall from time to time determine;
- v) If the Principle Cardholder shall make any payments other than the whole balance outstanding on a statement such payment shall be applied by way of reduction against the balance outstanding on the statement in order of maturity of the transactions to the extent available, with the payments being applied first against the earliest dated outstanding transaction appearing on the Card Account.
- vi) All amounts charged to the card account under this Agreement will be immediately payable in full on the commission of an act of bankruptcy by or on the death of the principle or authorized Cardholder or at the banks sole discretion upon demand, if there is any breach in the terms of this agreement by the cardholder who shall also be fully liable for all legal fees and expenses incurred by or on behalf of the bank resulting from actions to recover the indebtedness against any deposit held by the Principle Cardholder with the bank.
- vii) If the Principle Cardholder shall not have made any payment due by the Due Date in addition to (iv) above, a late payment charge equal to 10% of minimum due shall be charged daily to the Card Account by way of agreed liquidated damages for non-payment of the amount due;
- viii) A credit limit excess charge on a daily basis at a rate to be determined by the bank may be debited to the Card Account or any portion of its balance in excess of the credit limit in addition to any interest or Charges chargeable under this Agreement;

**FEES AND OTHER CHARGES**

- 4. i) Details of the joining fee, first year’s subscription fee and charges payable in respect of each Additional Authorized User shall be advised by the bank and paid by the Principle Card holder upon Application for the establishment of a Card Account;
- ii) Card holders will also pay the Bank a transaction fee for each cash advance charge to the account and an administration fee for each cheque, direct debit/standing order received by the Bank in payment of the indebtedness which is subsequently dishonoured;

**TRANSACTIONS IN A DIFFERENT CURRENCY**

- 5. The Card Holder must be fully familiar and comply with all the applicable Exchange Control Regulations when the card is used for transactions in a currency that is different from the card currency. Card transactions made in different currency will be shown on the statement in the card currency and are payable in the card currency converted at the exchange rate charged to the Bank on the date of conversion together with a conversion fee which is a percentage of the value of the foreign transaction and which percentage can vary from time to time . This exchange rate may not be the rate in effect on the date of the transaction.

**AUTOMATED TELLER MACHINE**

- 6. The Cardholder (Principle and Authorized) may use the card together with such Cardholders Personal Identification Number (PIN) to execute a transaction at any of the automated teller machines 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 card holder who must exercise all necessary precautions against loss or theft of the card or disclosure of the PIN.

**WITHDRAWAL OF USE OF THE CARD**

- 7. i) The bank may at any time and without notice cancel 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 Principle Cardholders obligations under this agreement which shall continue to be in force;
- ii) 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;
- iii) The Principle Cardholder shall be liable for all expenses incurred by the bank in reclaiming a cancelled card;

## **TERMINATION**

8. i) The Principle 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 on the Card Account, and the payment of liabilities of the Principle Cardholder, under this agreement. Until such termination, the bank may re-issue Cards from time to time for use in accordance with this agreement.
- ii) All notices to the bank must be posted by registered post to the Bank's Card Department at P.O. Box 30437, 00100 Nairobi, Kenya. For the purpose of delivery, the address is, Commercial Bank of Africa Limited, Commercial Bank Building, Mezzanine Floor, Mara/Ragati Roads Upper Hill;

## **SAFE GUARDING THE CARD AND THE PIN**

9. i) The cardholder will exercise all care necessary to ensure the safety of the card and the secrecy of the PIN at all times. The card holder will not disclose the Card Number to any third party except in connection with encashment usage or for the purpose of a Card Transaction or when reporting the actual loss or theft of the card;
- ii) A Principle Cardholder may reveal the PIN to an Authorized User;
- iii) A Cardholder shall never allow any other person to use the card with or without knowledge of the PIN;
- iv) A cardholder shall never write the PIN on the card or anything usually kept with it;
- v) If the card is however lost, stolen or for any other reason liable to misuse or the PIN has been disclosed to anyone other than the Authorized user, the cardholder must immediately notify the Card Department, Commercial Bank of Africa Limited at the address as contained in this Agreement. If this notification is given orally, it shall not take effect unless followed by a confirmation in writing to the Card Manager P.O. Box 30437, 00100 Nairobi.
- vi) Until the bank receives the formal notification, the principle cardholder will be liable in respect of any use of the card. After the bank has been effectively notified, the principle cardholders liability for any subsequent use of the card other than the by a card holder will cease provided that the Card has not been used by a person who acquired possession of it with the cardholders consent express or implied;
- vii) The card holder will give the bank all information in the cardholders 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 a 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 is reported as lost, stolen or liable to misuse, that card must not subsequently be used but must be cut in half and returned immediately to Card Manager P.O. Box 30437, 00100 Nairobi;

## **REFUNDS AND CARDHOLDER CLAIMS**

10. i) The Card Account will only be credited with a refund in respect of a Card Transaction if the bank receives a refund voucher or 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 card holder against the bank. No rights of the cardholder against the bank may be assigned or otherwise disposed of;
- ii) The principle card holder shall not be entitled to interest on any credit balances there may be in the Card Account.
- iii) No Cardholder shall return for cash refund any goods and tickets for services obtained with the card. Any such refunds must be credited only through the Card Account;

## **AUTHORIZED USERS**

11. The bank may issue a Card for use by any natural person nominated by the Principle Cardholder as an Authorized User on the Card Account. The Principle 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 authorized user (including any use in breach of this Agreement which the bank shall be under no responsibility to prevent) and any expenses or charges therefrom shall be debited to the account. In addition to its other powers, the bank shall cancel any Authorized Users Card at any time upon the request in writing of the Principle Cardholder and the return of such Card to the Bank, or upon the surrender of such card to the bank by the Authorized User.

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## AMMENDMENT OF AGREEMENT

12. The Bank may vary this Agreement at any time or times whether or not a similar variations is made to the agreement(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 principle Cardholder by the Bank either in writing or by publication thereof by such means as the bank may select and any variation whether notified or not shall be binding on the Cardholder.

## GENERAL

13. The bank shall not be liable if it is unable to perform its obligation under this Agreement due (directly or indirectly) 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, lightening, earthquakes, fires, storms, flood, civil disturbances, terrorism, governmental regulations and directions and anything outside the direct control of the Bank, its agents or sub-contractors; If the bank is unable to produce or send a monthly statement in respect of the Card Account, the Principle Cardholder's liability for the late payment charge shall continue for the purpose of calculating such charge, and in establishing the date on which payment is due, the bank may select a date in each calendar month as the statement date;
- i) The Bank shall not be liable, responsible or accountable in any way whatsoever for any loss, injury or damage howsoever arising from the use of the ATM and the principle Cardholder agrees to indemnify the bank against all losses, costs, charges and expenses which the bank may suffer or incur directly or indirectly arising from any use by a Cardholder of an ATM or any breach of this Agreement howsoever, whensoever and wheresoever arising;
  - ii) The Principle Cardholder shall immediately notify the Card Manager CBA card department, P.O. Box 30437, 00100 Nairobi, Kenya in writing of any change of name of address.
  - iii) 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;
14. The Cardholder warrants the complete accuracy of the information given upon the application to establish the Card Account and any subsequent communication with Bank;
15. 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;
16. This agreement shall be governed by the Kenyan Law;

## CREDIT INFORMATION

17. The Cardholder hereby authorizes and consents to the Bank receiving and exchanging with other persons financial information about the Cardholder from time to time, including the sharing and exchange of credit information concerning the Cardholder, with credit bureau.

The Cardholder consequently indemnifies the Bank for any loss or damages arising as a result of incorrect information being processed by the bank or any credit bureau or any other person or company with whom the Cardholder has or may have financial dealings or as a result of any information provided by the Bank in respect of the Cardholder's account. The Bank will endeavor, to ensure that all information and data are correct.

In addition to the Banks General Terms and Conditions I/We accept these specific conditions of Issue of the CBA Visa Credit Card and confirm to have read and understood the same as expressed in the 'Declaration' paragraph of the CBA Visa Credit Card Application Form.

Name \_\_\_\_\_

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_

