



Date [] [] []
day month year

The Manager,
_____ Branch,
Kenya

CUSTOMER REFERENCE

Customer account number 09 - [] - [] - [] - [] - []
20 digits

Account title _____

Cardholder type Primary Cardholder Supplementary Cardholder

TYPE OF CARD

Card Type VISA Classic Debit Card VISA Platinum Debit Card

PERSONAL DETAILS

Prefix; Mr. Mrs. Ms.

Full Names _____

Date of Birth _____ Email Address _____

Nationality _____ Country of Residence _____

Type of Identification Document ID Passport Alien Card ID/PPT No. _____

RESIDENTIAL ADDRESS

Area/Location _____ Street _____ House No. _____

P.O. Box _____ Postal Code _____ City _____ Country _____

Tel (Residential) _____ Mobile No. +254 _____ Email Address _____

I hereby apply for a debit card to be issued to me and/ or my authorized user (subject to the Banks conditions issued/revised from time to time); I agree to be bound by the "Terms and Conditions on the reverse hereof for use of Debit card(s)"

authorized signatory(s)

FOR OFFICE USE



signature
Verified by _____

NOTE: In the case of multiple signatories, authorized signatories must sign as per the account mandate. The customer understands that the Bank shall not be held responsible for any erroneous transaction(s) arising out of incorrect, incomplete or illegible details provided by the Customer.

TERMS AND CONDITIONS GOVERNING HBZ VISA DEBIT CARDS

1. INTRODUCTION

These terms and conditions (the "Terms") form part of the agreement between you and us, Habib Bank AG Zurich (the "Bank").

These Terms govern your relationship with the Bank and create a contractual relationship, which affects your legal position. They contain important information regarding the services that we will provide to you. You should read them carefully and retain them for future reference. Please let us know if you would like an explanation of the meaning of anything contained within these Terms.

Additional and up to date copies are available on request. These Terms are also available on our Website www.habibbank.com/ These Terms apply to the debit card issued by the Bank. The debit card may be used in Kenya and abroad for direct debit transactions carried out at Merchants who accept "VISA" and at ATM's, which carry the "VISA" logo. Please take time to carefully read through these Terms. By signing the debit card application form you agree that you have received, read, understood and agree to be bound by these Terms and shall use the debit card in accordance with these Terms. If you do not agree to these Terms then you must not use the debit card. Please check these Terms periodically on our website for changes. Your continued use of the debit card service following the notification of any change(s) (either by post or on our Website) to these Terms constitutes acceptance of those changes.

2. DEFINITIONS

In the Terms:

- "Account" means your account with us to which Transactions are debited;
 - "ATM" means automated teller machine;
 - "Branch(es)" means our branches in Kenya and "your Branch" means the branch where your Account is held;
 - "Business Day" means Monday to Friday, except if such day falls on a day which is a public holiday.
- "Card" means any debit card which displays the Visa Debit logo we provide to you (and for the avoidance of doubt any Supplementary Cardholder) for use on the Account and which you can use to make purchases from retailers or suppliers of services and which also allows cash machine access to your Account;
- "Cash Back" means a cash withdrawal transaction conducted at a participating Merchant using your Card;
 - "GCAS" means Visa Global Customer Assistance Service;
- "HBZ SMS Service" means our service whereby we will send you a text message (SMS) when any Transaction or activity takes place on your Card;
- "Merchant" means a retailer or supplier of a good and/or services;
- "PIN" means the personal identification number you use with your Card;
- "Schedule of Charges" means the separate document, which sets out our fees and charges from time to time;
- "Supplementary Cardholder" means any other joint signatory on the Account to whom we issue a Card;
- "TOD" means unauthorized temporary overdraft;
- "Transaction" means any payment made or cash withdrawn by you using the Card, or card number or PIN;
- "Website" means our website which can be accessed by clicking on the link for Kenya on the website www.habibbank.com/; and
- "You" and "your" means the person(s) in whose name(s) the Account was opened and for the avoidance of any doubt this term includes any Supplementary Cardholder.

3. LOSS OR MISUSE OF YOUR DEBIT CARD

If the Card is lost or stolen, or you suspect that someone knows the PIN:

- 3.1. You must phone our Card Services Helpline on the telephone number mentioned on the back of the Card – 0800 721 222, or contact your Branch. Card Services Helpline is available 24 hours.
- 3.2. If you are abroad report the loss through Visa Global Customer Assistance Service (GCAS) help-lines in the relevant country. In case you use GCAS then any fees for the same may be charged to your Account. Please visit Visa's website for further information <https://www.visa.com/lost-your-card>.

4. ELIGIBILITY FOR A CARD

All Savings and personal current (solely-operated) account holders are eligible to apply for a Card, except for current accounts that require joint operations i.e. when more than one signatory is required to operate the current account. Debit cards cannot be issued or used with other types of accounts such as term deposit or call deposit accounts.

A Card will be issued at our sole discretion.

5. CARDHOLDERS OBLIGATIONS

5.1. We may issue a Card (and a related PIN) for use by you and a Supplementary Cardholder. If we agree to do this, you are

responsible for ensuring that you comply with these Terms. You agree that we may debit from your Account all amounts arising from any Transactions carried out by you and/or any Supplementary Cardholder and /or incurred by us in connection with the use of the Card, including those charged to the Account after any Card has been returned to us.

5.2. You agree to the HBZ SMS Service. This ensures that you receive a text message alert whenever a Transaction is executed using your Card.

5.3. on receipt of a PIN, to memorize the number and then destroy the letter on which the PIN is printed;

5.4. keep the PIN secret and not let anyone else know it, or use it;

5.5. keep the Card secure at all times and not allow any other person to use it;

5.6. to never write the PIN on your Card or on anything, which is ever kept with the Card.

5.7. are aware of and comply with these Terms and any other requirements we may advise you and as applicable to you as a cardholder. In particular you must not allow anyone else to use your Card, Card details or PIN and must always keep your Card safe;

5.8. follow any instructions we give in connection with the safekeeping of a Card, Card details and PIN; and

ensure that neither a Card nor the Card details are used for any illegal purpose. Failure to follow the above procedures may affect your liability for unauthorized payments.

5.9. When we send you a new Card it will only become valid upon activation and having satisfied our security procedures. You will receive a SMS text message indicating the Card is active and ready for use.

5.10. You must not use your Card or card details:

5.10.1. before or after the period for which your Card is valid

5.10.2. after we have notified you that we have suspended, withdrawn or restricted the use of your Card;

5.10.3. after we have demanded that you return your Card to us, or we (or someone acting for us) have kept your Card;

5.10.4. if we receive notice of the loss, theft or possible misuse of your Card; or

5.10.5. if your Account is closed.

5.11. All Cards remain our property. If we ask for a Card back, you must ensure that it is not used again and you must return it to us immediately, cut in half across the black strip and/or through the smart card chip. A Merchant or authorised person acting on our behalf may take or retain the Card on our behalf.

5.12. A Card is only valid for the time period printed on it. You must ensure that it is not used outside that period.

We may suspend, withdraw or restrict the use of your Card for any of the following reasons:

5.12.1. we have reasonable grounds to suspect that your Card details have not been kept safe;

5.12.2. we have reasonable grounds to suspect unauthorized or fraudulent use of your Card;

5.12.3. as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments;

5.12.4. we have sent you a replacement card; or

5.12.5. we consider it appropriate for your protection.

5.13. Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will tell you and give our reasons afterward.

5.14. Once a Card has been cancelled you must ensure that you stop using the Card and that it is destroyed by cutting it in half across the black strip and through the smart card chip.

5.15. When a Card expires, is lost, stolen or is retained or blocked we may provide you with a new Card only after receiving a request for issuance of new card.

5.16. Upon receiving a replacement Card you can change your default PIN at any participating ATM machine within Kenya displaying "VISA" logo and following the on screen instructions.

5.17. When available - If using your Card on the internet with a Merchant using the Verified by VISA (VbV) Service, you must register your Card when prompted as otherwise we will not authorize the Transaction.

6. TRANSACTIONS USING THE DEBIT CARD

6.1 A Card and PIN can be used to make payments from your Account by means of the various facilities we make available to you. When using a Card for a Transaction, the Transaction shall be properly authorised:

6.2 By you using the Card together with the PIN, and where appropriate using any "Proceed", "Enter", similar key or instruction. Once the "Proceed", "Enter", similar key or instruction has been used authorisation cannot be withdrawn or reversed; or

6.3. By you signing a receipt for the transaction. If you sign a receipt

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for the Transaction authorisation cannot be withdrawn once the merchant or the other party to a counter

6.4. Transaction has accepted the signed voucher. You will have to pay all amounts charged to the Account by virtue of using your Card (even when the details on the sales voucher are wrong or where no sales voucher is signed) if it is clear that you have authorised the transaction.

6.5. If an incorrect PIN is entered at any merchant three times in a row, the Card may be retained by the ATM and subsequently destroyed. In such case you may request us to issue you a new card.

6.6. If an incorrect PIN is entered at any "point of sale" terminal five times in a row, the Card will be

blocked and you will not be able to use it. In such case you may request us to issue you a new card.

6.7. As long as the balance on your Account (plus any unused arranged overdraft) is sufficient, subject to these Terms, you may use your card along with your PIN to obtain cash from any ATM/cash machine bearing "VISA" logo. Withdrawals, may be made up to the daily cash withdrawal limit (as advised to you from time to time).

6.8. You may use the card in conjunction with the PIN to pay for goods or services from retailers and suppliers who display the "Visa" logo shown on the card.

6.9. A "cash back" service may be available at the discretion of the Merchant provided the Account is denominated in Kenya Shillings and you are in Kenya.

6.10. The Card must not be used for any unlawful purpose, including (without limitation) the purchase of goods or services prohibited by such local law as may be applicable.

6.11. We will only debit a Transaction from the Account when we receive a request from the bank of the retailer or supplier of the services. This means there maybe a delay between you using the Card to make purchase and the Transaction being debited from your Account. Transactions carried out using the Card will normally be applied to your Account on the same day the Transaction is carried out or on the next Business Day. Transactions conducted after banking hours or on Bank holidays will be reflected in your Account statement on the next Business Day.

6.12. When there is a Transaction in a foreign currency on your Account, we will convert it into Kenya at our then current exchange rate plus a foreign currency-loading fee, details of which can be found in our Schedule of Charges.

6.13. Transactions will be shown on the statement we provide or make available for your Account. We highly recommend that you check your statement regularly via the internet banking. If there is an entry, which seems to be wrong or incorrect you must immediately let us know so that we can investigate the transaction(s). Delay in notification may make correcting any error difficult. During the investigation we expect you to co-operate with us, our advisers and the police, if we need to involve them. In some cases, we will need you to give us confirmation or evidence that a Transaction has not been authorised by you. In addition to checking statements, if you become aware of a Transaction that has not been authorised by you then you must notify our Customer Contact Center as soon as possible by telephoning us on the number stated at the back of the Card.

6.14. You may use the Card to conduct transactions in Kenya, Switzerland, Canada, South Africa, United Arab Emirates, Hong Kong, Pakistan and United Kingdom once your card has been enable, upon approval of your request.

6.15. You will not be able to use the Card to conduct Transactions on the internet and/or the telephone unless you enable the Card for this service by calling our 24 hour Card Services Helpline (on 0800 721 222 from Kenya, or +254 (020) 334 1172 from abroad)

7. AUTHORISING PAYMENT

7.1. Where a retailer or supplier asks us for authorization before accepting the payment by the card we may decide not to give authorisation if:

7.1.1. the Card has been reported stolen or we have reason to suspect it is lost or you have breached these Terms; or

7.1.2. taking account of all other Transactions we have authorised, including those not yet charged to the account, there are insufficient funds available in the Account.

7.2. Once you have carried out a Transaction using the Card you cannot ask us to stop that Transaction. You will not be able to obtain any refund or reverse a Transaction by calling us. In such cases you should contact the Merchant.

8. CHARGES & LIMITS

8.1. Charges and fees will be payable in respect of the Card as detailed in our Schedule of Charges. These charges may be revised from time to time and details will be available in our Branches and posted on our website provided that before implementation of any revised charges and fees, we shall issue a notice of at least thirty (30) days.

8.2. We will levy a foreign currency loading fee in respect of every Transaction made in a currency other than the currency in which the Account is denominated. This fee is applied through the exchange rate applicable to the conversion of the foreign currency amount at such rate stated in our Schedule of Charges and will be added to the exchange rate.

8.3. We will charge to the Account, in addition to the amount of any Transaction, all fees, charges, debts or other payments owing to us by you in respect of any Transaction or in respect of the Card or its use.

8.4. The Card has daily spending limits for different transactions which are specified in our Schedule of Charges.

9. YOUR ACCOUNT

9.1. We provide Cards so that you can operate your Account more conveniently. A Card itself does not give you an automatic overdraft, TOD or any other form of credit. If you would like to have or to increase an overdraft on the Account, you should contact your Branch and must apply for this facility in the usual way. Once we have agreed to an overdraft, you can draw on it using your Card but you must never go over your overdraft limit.

9.2. If the use of a Card creates a TOD or an overdraft we have not agreed or exceeds an agreed overdraft limit, you will have broken the terms of the Account and you must repay the excess amount immediately. We will be entitled, under the terms of the Account, in our sole discretion and without contacting you to allow the Account to become overdrawn or the agreed overdraft limit to be exceeded. In these circumstances the new or excess overdraft is an unauthorized overdraft and we will be entitled to charge interest at our standard rate for unauthorized overdrafts and to debit that interest and any resulting bank charges from your Account.

We may at any time:

9.2.1. demand repayment of any borrowing on your Account (plus interest and charges if applicable);

9.2.2. refuse to allow any further borrowing on a TOD and/or overdraft without giving you advance notice, although we will send you written confirmation.

9.2.3. We will debit the amount of each Transaction to your Account when we receive it. You will be liable to pay us all amounts so debited. You are also liable to pay all charges.

9.2.4. A Transaction is received by us when we receive the instruction from VISA. For debit Transactions a payment is sent for the account of the Merchant on receipt of the instruction from VISA.

10. LIABILITY

10.1. If the Card is lost or stolen, or you suspect that someone knows the PIN, you must carry out the instructions set out in condition "Loss or Misuse of Your Debit Card" above.

10.2. Where your Card or Card details are misused; unless you have acted fraudulently, you will not be responsible for any losses which results from:

10.2.1. misuse before your Card came into your possession;

10.2.2. misuse after you have told us that your Card is lost or stolen or that someone else knows your PIN; or

10.2.3. someone else uses your Card details without your authority to make a payment where the cardholder does not need to be present. In other circumstances, you will be responsible for:

10.2.4. all losses caused by the misuse of your Card by someone who has it with your consent and which occur before you tell us that the Card may have been misused;

10.2.5. all losses caused by any misuse of your Card which is a consequence of your fraud; and

10.2.6. where your Account is in credit, all losses that arise because you have failed, intentionally or with gross negligence, to keep your Card or your PIN details secret and where the misuse occurs before you tell us that someone else may know your PIN details.

10.2.7. If the Card is misused by someone who has it with your permission you will have to pay for all Transactions carried out with the Card by that person.

10.2.8. If someone carries out a fraudulent transaction using your Card details on the internet or by telephone or mail order you will not be liable for the fraudulent transaction unless you have participated in or acted fraudulently or without reasonable care.

10.2.9. Once we receive notice of the loss, theft or possible misuse, we will cancel the Card. If the Card is then found you must not use it but destroy it (cut in half through the signature box and magnetic strip, and ensure the chip is cut in half).

10.2.10. You will not be responsible for any loss arising from misuse of a Card if it has not been received by you.

10.2.11. We will not be liable if any party refuses to let you pay or withdraw cash with the Card.

10.2.12. You must co-operate fully with us, our advisers and/or the police in investigating any loss, theft missing Card. If we suspect that a Card has been lost or stolen or is liable to misuse, we may take whatever steps we think necessary to deal with the risks. We

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may also pass on any information we think appropriate to other banks, to VISA outlets or anyone else who accepts a Card as a means of payment or withdrawal or to the police or other authorities or any relevant third party.

11. ENDING YOUR USE OF THE CARD

These Terms shall continue until terminated in accordance with the provisions of this condition.

11.1. You may end these Terms at any time by writing to us and enclosing all Cards issued on the Account, cut in half across the black strip and/or through the smart card chip.

11.2. If we consider it appropriate, we may end, suspend, withdraw or restrict the use of any Cards issued and PIN at any time. We will tell you before we take this action, or as soon as possible afterward.

11.3. We may, at any time, end these Terms immediately by giving you written notice if any of the following occurs:

11.3.1. any information you have given or give us in future (in connection with these Terms or not) is inaccurate or changes materially before you apply for the Card;

11.3.2. you or any signatory to the Account dies, become of unsound mind, become insolvent, a bankruptcy petition is presented against you, or steps are taken to appoint an administrator, judicial factor or similar officer to you or you apply to the court for a moratorium or make a proposal to creditors for a voluntary arrangement or you grant a

trust deed for creditors or take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness;

11.3.3. your Account is closed for whatever reason; or

11.3.4. you commit any other material breach of these Terms or the General Banking Terms and Conditions for Personal Accounts (copy of which is available on our Website) which, if capable of remedy, is not remedied within 7 days of receipt from us of a notice setting out full particulars of the breach and requiring it to be remedied.

11.4. After these Terms come to an end:

11.4.1. you remain responsible for all Transactions carried out with the Card or card details;

11.4.2. we can go on deducting the amount of any Transactions from your Account;

11.4.3. you will still be liable to repay any borrowing on the Account and interest and charges (if applicable) will continue until repayment in full. In particular, if you have given instructions to a Merchant that allows them to process Transaction debits from time to time, it will be your responsibility to cancel those instructions yourself directly with the Merchant concerned.

11.5. If your use of the Account is ended or restricted, including us instructing you not to further withdrawals on the Account or use the Card without our agreement, then you will not be entitled to use the Card.

12. CHANGES TO THESE TERMS

12.1. We may change these Terms at any time to reflect changes in market conditions, good banking practice and relevant laws.

12.2. We will give you such notice as is stated in our General Banking Terms and Conditions for Personal Accounts (a copy of which is available on our Website).

13. GENERAL

13.1. If there is any change in your name or address then you must inform us immediately.

13.2. These Terms replace any previous or existing agreement for the supply of a Card on your Account. Any such agreement still in existence will be cancelled automatically by these Terms.

13.3. We will do our best to give you a complete service at all times, but notwithstanding anything to the contrary in these Terms, if we are prevented, hindered, or delayed from or in performing any of our

obligations under these Terms due to abnormal and unforeseeable circumstances beyond our control (communications network, fire, flood, or other circumstances affecting the supply of goods or services), then we shall not be liable to you or be obliged to perform our obligations under these Terms to the extent that we are prevented, hindered or (including any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or delayed in our performance by the abnormal and unforeseeable circumstances beyond our control.

13.4. We will not be liable to you:

13.4.1. for any losses not directly associated with the incident that may cause you to make a claim against us whether or not such losses were reasonably foreseeable; nor

13.4.2. for any loss of profits, loss of business, loss of goodwill or any form of special damages

13.5. We may make available to you other individual services or benefits because you hold a card. If we do so, we will have the right to withdraw the services or benefits covered by these terms at any time, upon issuance of a notice of at least thirty (30) days thereof.

13.6. You may not transfer your legal rights under these Terms to anyone else.

13.7. You shall not be responsible for any inconvenience, loss, damage or embarrassment suffered by you due to any network connectivity issues, maintenance, malfunctioning or non-operation of any ATM, if the Card is not honoured/accepted by any Merchant or ATM in connection with any Transaction or the retention of the Card by an ATM in the Kenya or abroad.

13.8. All disputes relating to a Merchant shall be resolved exclusively between the relevant Merchant and you.

13.9. In the event that an ATM dispenses cash but the Account is not debited for the same, we are irrevocably authorised to debit the Account for such a withdrawal along with applicable bank charges at the rate prescribed by us, regardless of whether you are informed or have authorised the same. The applicable bank charges will be in accordance with our Schedule of Charges in force from time to time. In case the Account does not have sufficient funds for any reason, we will

have the right to set-off any credit balance available in your Account with us.

13.10. We may at our absolute discretion and without incurring any liability whether by virtue of these Terms otherwise refuse to implement any instruction which would, in the Bank's opinion, amount to a breach of these Terms, the Account operating procedures, any law or for any other reasonable/justifiable cause. The Bank shall notify you of such refusal within a reasonable period and in any event not later than thirty (30) days after such refusal.

13.11. We shall endeavor that debit entries are correctly recorded in all account statements. However, in case of any error, we shall be within our rights to rectify the error unilaterally without notice to you and recover any amount wrongly paid and credited, together with any accrued interest or profit. We shall not be liable for any loss or damage suffered due to such errors and subsequent reversals by us.

13.12. You will be liable for all losses or costs incurred by us as a result of any breach by you of these Terms and shall reimburse the bank all such costs on our first demand. In addition to these Terms the Card is issued and subject to our General Banking Terms and Conditions for Personal Accounts.

13.13. If the Card expires, or is reported as lost or stolen or liable to misuse, a new Card may be provided at our discretion.

13.14. You authorize us to pass information to each signatory of the Account. This information will include but not restricted to detail of the Account.

13.15. For your security, we may record phone calls between you and the Bank. We may do this to make sure we are providing a high quality service and following your instructions correctly.

I hereby apply for a debit card to be issued to me and/ or my authorized users. I/we confirm having read, understood & accept these terms and conditions on this form. I/we have signed this application form in acknowledgment thereof.

authorized signatory(s)

FOR OFFICE USE

SV

signature

Verified by _____

NOTE: In the case of multiple signatories, authorized signatories must sign as per the account mandate.

The customer understands that the Bank shall not be held responsible for any erroneous transaction(s) arising out of incorrect, incomplete or illegible details provided by the Customer.