



Terms and Conditions for Credit Card

You confirm that you have had an opportunity to read and understand the Terms contained in this document. **Important clauses or clauses that may limit our responsibility or involve some risk for you will be in bold.** Please contact us as soon as possible if you need us to clarify any terms referred to in the Agreement or related to the use of your Card. You may email us at customercare@stanbic.com or call our Customer Contact Centre at 0711 068 888/0732 113 888/+254 (20) 3268 888/+254 (20) 3268 999.

1 Fact Sheet

The Fact Sheet section pre-sets out the information relating to the total cost of the credit that is made available to you in terms of this Agreement.

2 Definitions

Accountholder, you or your means the person described in the Application Form, also known as the Cardholder.

Additional Cardholder means the person to whom an additional Card, which is linked to the Card Account, is issued at your request.

Agreement means the Fact Sheet, the Application Form, together with these Terms and all letters and notices relating to the same.

Applicable Laws means all laws, purported laws, ordinances, regulations, statutes, by-laws, consents, judgements and orders of any relevant governmental authority and any other instrument having the force of law that may be issued and in force from time to time and that relates to or is connected with the activities contemplated under this Agreement.

Application Form means the application form for a Card Account as completed and authorised by you, where you accept liability for the Cards issued under the Card Account.

ATM means an automated teller machine.

Bank, we, us, our, or Stanbic Bank means Stanbic Bank Kenya Limited (registration number C9250) a company duly incorporated with limited liability according to the laws of the Republic of Kenya and/or its successors in title or assigns.

Business Day/s mean any day/s other than a Saturday, Sunday or statutory holiday in the Republic of Kenya.

Card means the relevant credit card, including, unless the context indicates otherwise, any additional Cards that we issue at your request, that are all linked to the Card Account.

Card Account means the credit card account opened in our books in your name in respect of this Agreement.

Cardholder means the person to whom a Card has been issued. In this Agreement, reference to Cardholder may include reference to the Additional Cardholder/s, as the context may indicate.

Cash Advance means any Transaction that is regarded as cash, including a cash withdrawal, the purchase of a traveller's cheque, money order, foreign exchange, fuel or lotto ticket, casino chips, or any electronic fund transfer that results in a debit balance on your Card Account.

Collateral means any security or undertaking provided to us to secure the repayment of your debt under the Card Account in terms of this Agreement.

Collateral Provider means each person and/or entity who provides Collateral to the Bank in respect of the due performance by you of your payment and other obligations in terms of this Agreement, and includes a surety, guarantor or mortgagor.

Collection Costs means the amount that may be charged by us in enforcing your monetary obligations under this Agreement.

Credit Life Insurance means the life insurance cover that is payable if you die, become disabled, contract a terminal illness or become unemployed or for any other insurable risks (whichever applies as per the policy taken by you) that are likely to impair your ability to earn an income or meet your obligations under this Agreement. Terms and Conditions apply.

Effective Date means the date, subject to our approval, on which you sign the Fact Sheet, the Application Form or these Terms, whichever is the later.

Electronic Device means any electronic device through which a Transaction is concluded and includes a telephone, an ATM, a mobile application, a website or

Group means Standard Bank Group Limited, its subsidiaries and their subsidiaries.

Material means anything that is material in the Bank's reasonable opinion.

Merchant means a supplier of goods and services.

Minimum Repayment means the minimum amount to be paid by you, as advised by us and as reflected on your latest monthly Statement.

Parties means you and us and **Party** means either of us as the context may indicate.

Personal Data means any information relating to an identified or identifiable natural person, such as: name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social or social identity.

PIN means a personal identification number used for operating your Card.

Prime Rate means the publicly quoted interest rate of the Bank, subject to change from time to time, as certified by any manager or divisional executive of the Bank, whose appointment it shall not be necessary to prove. The Prime Rate does not include any risk premium (margin).

Principal Debt means the total amount owing to us at any time in terms of this Agreement.

Processing means any operation or activity, automated or not, concerning Personal Data, including: collection, recording, organisation, structuring; storage, adaptation or alteration; retrieval, consultation or use; disclosure by transmission, dissemination, or otherwise making available; or alignment or combination, restriction, erasure or destruction use; **Process** and **Processed** will have a similar meaning.

Prohibited Activities means illegal or terrorist activities, money laundering or any activities which are subject to Sanctions or are not in compliance with Applicable Laws.

Public Record means your payment profile, including your credit history, positive or negative information on a payment profile held by any public database, credit bureau or a financial institution.

Repayment/s means a payment/s made or to be made by you to us, and Repayment Due Date means the due date for payment of amounts due and payable as advised by us.

Repayment Authorisation/s means the method by which you make the Repayments that are reflected on your monthly Statement and includes a debit order.

Service Fee means the fee levied by us in connection with the routine administration costs of maintaining this Card Account and forms part of the Principal Debt.

Settlement Date means the date on which all amounts due and payable to us are paid.

Settlement Value means the full amount owing to us under this Agreement together with any unpaid interest and all other legally permissible costs, fees and charges as at the Settlement Date.

Statement means a document generated once every 30 days, reflecting the Transactions made on your Card Account up to the Statement Date, the full amount owing to us (including any interest, costs, fees and charges that may be levied) up to the Statement Date and the Repayment Due Date.

Statement Date means the date on which your Statement is created and printed.

Transaction means any transaction debited against your Card Account and includes any transaction concluded with a Card, Card number and/or PIN to pay for any goods or services, to withdraw cash or to transact using an Electronic Device.

Transaction Fees means the fees we may charge for the transactional costs of administering the Card Account; separate from the Service Fees.

3 Interpretation

Words defined will (for consistency) begin with a capital letter.

Where any number of days are referred to in this Agreement, it will include only Business Days and it will exclude the first day and include the last day.

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3.3	If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.	
3.4	The singular includes the plural and vice versa and any gender includes the other genders.	7.7
3.5	All headings are for convenience only and they are not to be taken into account for the purposes of interpreting this Agreement.	7.8
3.6	Effect will be given to any provision of this Agreement regardless of whether it is set out in the definitions section or elsewhere in this Agreement.	
3.7	All legislation mentioned in this Agreement includes legislation, subordinate legislation and regulations promulgated under such legislation as at the Effective Date and as amended from time to time.	7.9
4	Grant of a Credit Limit	7.10
4.1	You have accepted the Credit Limit, which upon acceptance forms part of this Agreement.	
4.2	Cards to Additional Cardholder/s will be issued at your request. These Terms apply to all Cards that are issued under this Agreement.	
4.3	We will notify you when a Card has been delivered to your branch and is ready for collection. If you do not collect the Card within sixty (60) days from production date, we will destroy the Card and charge you a replacement card fee if you then request for a new Card.	7.11
5	Principal Debt	
5.1	Every Transaction concluded with the Card (including any additional Cards linked to your Card Account) and any transfer of an amount from the Card Account will form part of the Principal Debt, on which interest will be charged.	7.12
5.2	If we issue Cards to Additional Cardholders, this will not increase the Credit Limit we allow on the Card Account.	7.13
5.3.	All amounts debited to the Card Account in terms of the Credit Limit granted to you, together with interest thereon, are repayable by you in the manner set out in this Agreement.	7.14
6	Validity of the Card	
6.1	Cardholders must sign their Cards in ink on the reverse side as soon as they have received them. An unsigned Card may not be used.	
6.2	Only the Cardholder may use the Card. The Card may not be transferred to any other person nor may the Cardholder authorise any other person to use it.	
6.3	When a card is used, the signature on any sales draft, credit voucher or other transaction record is binding and conclusive evidence that you have accepted the fees or charges which are charged to a linked account. You should keep the transaction records that you or any authorised person are given.	7.15
6.4	Each Card has an expiry date and is valid until the last day of the month shown on the Card. A new Card will be issued unless your Card Account has been closed, suspended or does not meet our reissue criteria.	7.16
7	Using your Card	
7.1	The Cardholder may use the Card to pay for goods and services at Merchants that accept the Card. Once the Card has been used for a Transaction through an Electronic Device, you or the Cardholder will not be able to withdraw this authority or instruct us to stop any payment that we are to make to a Merchant for any Transaction or reverse a payment which has already been made by us.	7.17
7.2	When paying, the Cardholder must sign a Transaction slip if the Merchant requires this. The Cardholder will not have to sign a Transaction slip when doing remote Transactions, such as ordering by mail or telephone or through the internet.	7.17.1
7.3	Each Card linked to the Card Account will be allocated a separate PIN. A PIN will allow the Cardholder, among other things, to conclude "chip and PIN" point-of-sale transactions and to use self-service banking facilities to effect Transactions such as drawing cash, depositing and transferring money.	7.17.2
7.4	You can also use your Card to buy fuel (where credit cards are accepted), foreign exchange, casino chips and traveller's cheques (these Transactions may be subject to further interest or additional Transaction Fees, as set out in clause 14.3.2 below).	
7.5	If you use your Card for online purposes, please make sure that you take all reasonable steps to protect your online security and privacy. It is the responsibility of the Cardholder to alert us immediately if you become aware of suspicious or unauthorised Transactions on your Card.	
7.6	We may charge you a separate Transaction Fee for certain Transactions. Transaction Fees are not part of the Principal Debt. The full list of our fees is available at our branches or on	
	our website at www.stanbicbank.co.ke (or any replacement page).	
	The liability to pay us is effective when the Card, Card number and/or PIN is used for a Transaction.	
	A Cardholder must comply with our authentication procedures to access or use their Card. You must ensure that a Cardholder does not share details of these authentication procedures and codes or any other information that will reveal their identity or Card details with anyone. For example, a Cardholder must not tell anyone their identity number or what the question is for identifying them as the Cardholder.	
	If a Cardholder or any other person uses the PIN allocated to a Card, we will treat these Transactions as authorised by you. You will be liable for all such Transactions on that Card.	
	The Card Account has a Credit Limit and you may not exceed it. If the Credit Limit is exceeded as a result of any Transactions which are honoured by us, or any interest, costs, fees and charges that are due and payable by you, which results in the Credit Limit being exceeded, this will be treated as a request by you for a temporary increase of your Credit Limit. You will be liable for payment of the full amount by which your Credit Limit is exceeded, together with your Minimum Repayment, both of which will be repayable on the Repayment Due Date shown on your next Statement.	
	It is the Cardholder's responsibility to familiarise themselves and fully comply with the applicable exchange control rulings and regulations. We are obliged to report all Transactions that occur outside Kenya to the Regulator.	
	You must make sure that the Card is used only for lawful Transactions. Subject to clause 10 below, you will be liable for payment of all Transactions, including unlawful Transactions carried out with an additional Card linked to your Card Account.	
	We will not be liable to you or the Cardholder, if any Merchant or Electronic Device does not accept a Card or if we refuse to authorise any Transaction.	
	A Cardholder may dispute a non-PIN Transaction, but then you must prove that it was not authorised at all. If a Cardholder wants to dispute a Transaction they must contact call our Customer Contact Centre on 0711 068 888/0732 113 888/+254 (20) 3268 888/+254 (20) 3268 999 within ninety (90) calendar days of the date of the Transaction. We will investigate the dispute after we have received the appropriate documentation confirming that the Cardholder did not authorise the Transaction. You will have no claim if you do not advise us within that period .	
	No refunds will be credited to a Card Account unless and until the Merchant credits or pays such amount to us.	
	Neither you nor any authorised person may use the Card for any unlawful activity including a purchase of goods or services that is illegal or prohibited by the laws of Kenya or by the laws of the country where the purchase is made.	
	If a Transaction is disputed by a Cardholder:	
	you will be liable for payment of the disputed amount on or before the Repayment Due Date reflected on your Statement, regardless of such dispute; and	
	if our investigation proves that an amount is not payable by a Cardholder, the disputed amount (and any interest and charges on the disputed amount, where applicable) will be credited back to the Card Account.	
8	Secure Codetransactions	
8.1	Secure Code is a service which provides you with additional security when you shop on the internet using your Card on Merchant websites which subscribe to the services of Secure Code. However, it does not guarantee websites (or the goods and services offered on those websites).	
8.2	You do not need to register for the Secure Code service; the Bank has automatically enrolled your Card in the service.	
8.3	The Bank provides this service to you, but we may use third party service providers to operate the service or part of it on our behalf. By using the Secure Code service, you authorize the Bank to share certain information about you and your Card with third parties.	
8.4	The Bank shall not be liable for any failures of the Secure Code service caused by any events that we cannot reasonably control. Such failures may include non-receipt of the one-time password requested by yourself, where applicable, or non-functioning of the one-time password due to any reason, among others. You are solely responsible for maintaining the confidentiality of your one-time password and ensuring that your contact details are regularly updated on the Bank systems to be able to use the service when required.	
8.5	You also acknowledge and agree that you are fully responsible for all transactions or other activities that occur or are undertaken with your Card using the Secure Code service.	

8.6	The Secure Code service may be amended or discontinued, temporarily or permanently without prior notice.	14.6	Subject to the provisions of clauses 12.7 and 25.1, a debit to your Card Account takes effect on the date on which the Cardholder incurred the debit and a credit to your Card Account takes effect on the date on which we receive your payment, or otherwise you earn the right to have the Card Account credited.
9	Contactless (“tap”) transactions	14.7	Notwithstanding the provisions of clause 12.6, please note that not all debits to your Card Account will take effect on the date on which the Cardholder made the purchase, as not all Merchants process Transactions on the date on which they took place. Your Credit Limit will, however, decrease automatically. You acknowledge that the processing of payments may result in a delay in the crediting of the Card Account.
9.1	Contactless technology allows you to make fast, easy and secure payments for low value purchases by simply tapping (touch or wave) your Card on a contactless enabled point-of-sale device without requiring a PIN or other authentication on your part as the Cardholder. For higher value purchases you will be required to insert your PIN as usual.		
9.2	You will only be able to make contactless payments at Merchants where you see the Mastercard or VISA contactless acceptance logo.		
9.3	When you “tap” your contactless enabled Card, you are giving authorisation to the Bank to debit your Card or account balance with the amount you need for a purchase plus the fee.	15	Payments
10	Opt-in	15.1	You must make all Repayments on or before the Repayment Due Date, without any deduction or demand, for the duration of this Agreement and while any amounts are owed to us. Each Repayment will be credited to your Card Account on the date of receipt, firstly to satisfy any due or unpaid interest, secondly to satisfy any due or unpaid costs, fees and charges, and thirdly to reduce the amount of the Principal Debt.
10.1	Stanbic Bank credit card is a contactless card (“tap & go / tap & pay”) technology which requires you to opt in and start using the technology through activation using your PIN on your first transaction. This will activate your card for all subsequent POS contactless transactions	15.2	
11	Opt-Out	15.3	You must pay the Bank at least the Minimum Repayment amount as indicated on your Statement.
11.1	In the event you wish to opt out of the contactless credit card arrangement, you shall notify us within five (5) Business Days after which we shall proceed to immediately cancel the Card and by so doing you shall forfeit your rights under these Terms and Conditions.	15.4	You will not be entitled to withhold any payment to us if there are any claims or disputes between you and the Cardholders, or any dispute with a Merchant as to the nature, quality or quantity of any goods or services which the Cardholder obtained or should have obtained. You agree that no Merchant is our agent.
11.2	Prior to the cancellation of the Card, you will be required to pay any charges, costs or any pending amounts associated with the Card after which we shall proceed to release you from these Terms and Conditions.	15.5	You must pay all Repayments or before the Repayment Due Date, without any deduction or demand, for the duration of this Agreement and while any amounts are owed to us.
12	Unauthorised use of your Card and PIN	15.6	Where applicable, an annual Service Fee referred to in the Fact Sheet will be debited to the Card Account. The first annual Service Fee will be charged the first time you perform any Transaction with the Card.
12.1	The Cardholder must notify us immediately on realising that the Card is lost or has been stolen, or that the PIN has become known to any other person. We will stop the Card as soon as reasonably possible after being requested to do so. To report a lost or stolen Card or a compromised PIN, please call our Customer Contact Centre on 0711 068 888/0732 113 888/+254 (20) 3268 888/+254 (20) 3268 999 .	15.7	We will notify you in the event of an increase in any legally permissible fee, charge or interest rate, in accordance with this Agreement.
12.2	If the loss or theft of the Card or the compromise of the PIN is not reported immediately, it is realized you will be responsible for all Transactions made with the Card (including cash withdrawals) before we stopped the Card. Any delay in reporting an incident will be regarded as negligence unless the Cardholder can prove otherwise. You will be liable for any Transaction where the Cardholder’s signature appears on the Card Transaction slip or a similar record proving use of the Card, or if we have evidence to establish that the Cardholder authorised or was responsible for the use of the Card.	15.8	You have the right at any time to pay in advance any amounts owed to us without notice or penalty, whether the amounts are due. Certain deposits may be subject to a clearance period, for example branch cash deposits and internet transfers may take up to three (3) Business Days to clear and bills or cheques up to ten (10) Business Days. You will not be able to draw against such deposits until they have been duly and legally paid, even if your Card Account has already been credited. If we do not receive the funds for any reason, we may reverse the credit and any associated interest.
13	Authority to debit your Card Account	15.9	You will not be entitled to deduct any amount we may owe to you from any amount that is owing or that may become owing to us by you under the Card Account in terms of this Agreement. Where applicable, we reserve the right, at our sole discretion, to accept payment by a means other than Repayment Authorisation.
13.1	Unless otherwise agreed, all Transaction Fees will be charged at the time of the Transaction while all other costs, fees and charges in respect of this Agreement will be debited to your Card Account on the Statement Date.	16	Interest
13.2	You will remain liable for any amounts owing until your Card Account is credited.	16.1	The variable interest rate applicable to this Agreement is linked to the Prime Rate plus a margin (risk premium) that we determine and that has been disclosed in the Fact Sheet. We may review the interest rate applicable to this Agreement if the Prime Rate changes, provided that the new rate does not exceed any legal maximum permissible rate. If we do amend the interest rate, we will notify you of such new interest rates and effective date as may be required by Applicable Laws. We will publish the new interest rates through any appropriate channel, within thirty (30) days after the change becomes effective.
14	Statements	16.2	If your Card Account has an interest-free period and you pay the full amount due on your Card Account on or before the Repayment Due Date as shown on your monthly Statement, no interest will be charged on your Card Account except for those Transactions listed in clause 14.3.2 below where interest will be charged from the date of the Transaction.
14.1	We will provide you with monthly Statements on your Card Account through the email address you provide us.	16.3	Interest will be payable:
14.2	You may dispute (i.e. query) all or part of the Statement delivered to you, by sending us written notice of your dispute within 30 days of your Statement Date. If you do not send us this written notice within 30 days of your Statement Date, we will assume that you have accepted the Statement as correct and you will not be able to raise a dispute on that Statement at a later date.	16.3.1	if, with reference to the Minimum Repayments, you do not pay the full amount due on your Card Account on or before the Repayment Due Date as shown on your monthly Statement This means that if you only pay part of the Repayment that was due on or before the Repayment Due Date, the amount of interest that you will be liable for will be based on the full Repayment that was due on the Repayment Due Date; and
14.3	A dispute between the Cardholder and a Merchant will not affect our right to recover any amounts you owe us. We will not:	16.3.2	on the amount of each Cash Advance if the Cash Advance results in a debit balance on your Card Account as at the date of the Transaction. Interest is calculated from the date of the Cash
14.3.1	get involved in resolving any such disputes; nor		
14.3.2	be responsible for any losses or costs a Cardholder incurs related to a dispute.		
14.4	We are not responsible to reconcile any Statement.		
14.5	You must contact us at any of our branches or at our customer contact centre on the telephone number provided above if you do not receive a Statement or if you require any additional Statements. Failure to receive a Statement will not entitle you to refuse or fail to pay any amount that is due to us.		

- Advance until the amount is repaid in full.
- 16.4 The interest payable by you is calculated on the outstanding balance daily, 365 days a year, whether the relevant year is a leap year and charged monthly in arrears and is due and payable on the Repayment Due Date and debited to your Card Account.
- 16.5 We will be entitled to add any unpaid interest to the outstanding balance of the Principal Debt.
- 16.6 We may charge and recover from you interest on and in respect of any unpaid interest, costs, fees and charges referred to in this Agreement, provided that the amounts that accrue while you are in default will not in total exceed the unpaid balance of the Principal Debt at the time of default.
- 16.7 Any amendment to the interest rate may also result in an adjustment to the amounts reflected in the Fact Sheet.
- 16.8 If the Prime Rate or the maximum interest permissible in terms of Applicable Laws increases or decreases, the rate of interest payable by you will also decrease or increase, provided that this new rate does not exceed the legal maximum permissible rate. We shall in such event have the right to increase or reduce the Repayments to such an amount as the Bank determines, to ensure that your indebtedness to the Bank is repaid within the same period.
- 17 Warranties, undertakings and indemnities**
- 17.1 You warrant and represent to us on the Effective Date and for the duration of this Agreement that since application to the Bank for the Credit Limit:
- 17.1.1 there has been no deterioration in your financial position;
- 17.1.2 you have not applied for or taken up any additional credit;
- 17.1.3 you have had the full capacity to effect and carry out your obligations in terms of this Agreement;
- 17.1.4 the terms of this Agreement have not conflicted with or constituted a breach of the terms of any other agreement or undertaking or act that is binding on you;
- 17.1.5 all information that you provided to us in connection with the granting of this Credit Limit is in all respects true, complete, current and accurate, and you are not aware of any Material facts or circumstances not disclosed to the Bank which, if disclosed, would adversely affect our decision to make this Credit Limit available to you;
- 17.1.6 you will, at all times, comply with the Applicable Laws, including any laws relating to anti-money laundering and combating the financing of terrorism and all environmental laws and responsibilities;
- 17.1.7 where applicable, you have complied and will comply with all exchange control regulations and rulings applicable to this Agreement from time to time.
- 17.2 You must tell us immediately if you are placed under a bankruptcy order, become insolvent or have any form of legal disability. If you apply for insolvency, any amount outstanding under this Agreement will immediately become due, owing and payable to us.
- 17.3 **To the extent permitted by law, you indemnify (hold harmless) us against any losses, damages, fines and/or penalties suffered by us as a result of:**
- 17.3.1 **our reliance on any warranty, representation or information given by you in relation to this Agreement; and/or**
- 17.3.2 **the breach of any warranty made by you under this Agreement.**
- 18 Credit Limit increases**
- 18.1 The Bank may increase the Credit Limit (under this Agreement only) temporarily as contemplated in clause 7.10 or by agreement with you, subject to clause 16.2, or in response to a written request initiated by you at any time, or with the written consent provided by you in response to a written proposal by us, which may be delivered at any time.
- 18.2 An increase in the Credit Limit shall be temporary if we honour (carry out) a payment instruction issued by you even if it exceeds the Credit Limit of this Agreement or we agree to increase the Credit Limit in response to a request from you in order to accommodate a particular Transaction, provided that the preceding Credit Limit will again apply within a specified period or after a specified occurrence has taken place.
- 18.3 Before increasing the Credit Limit in terms of clause 16.1 we will complete a fresh assessment of your ability to meet the obligations that could arise under the increased facility as required by Applicable Laws.
- 18.4 If, when increasing the Credit Limit, the Bank alters any other term of this Agreement, the Bank must comply with Applicable Laws.
- 18.5 From time to time we will review your Credit Limit and as a result we may, unless you ask us not to, write to you or Contact you telephonically to offer you an increase to your Credit Limit.
- 19 Costs, Fees and Charges**
- 19.1 We may charge and recover fees, including any of the following fees, if they apply in respect of this Agreement, provided that the amount of any fee charged and recovered does not exceed any legal maximum permissible amount:
- 19.1.1 a Service Fee;
- 19.1.2 Transaction Fees; and
- 19.1.3 Collection Costs.
- 19.2 All costs, fees and charges in respect of this Agreement will be debited to the Card Account.
- 19.3 Where there is a change in the frequency or time of the payment of a fee or charge, we will give you written notice of at least five (5) Business Days, setting out the particulars of the change.
- 19.4 If we charge a fee in respect of this Agreement that is less than any prescribed legal maximum, then we may at any time increase it and give you written notice of the increase no later than five (5) Business Days after the date on which the relevant fee changed, setting out the amount of the new fee.
- 19.5 You must pay to us all applicable costs, fees and charges set out in clause 19, together with the Principal Debt and interest on the Principal Debt as set out in this Agreement..
- 19.6 The total of the amounts in the Fact Sheet, made up of the Service Fee, Transaction Fees, the interest, where applicable, as well as Collection Costs referred to below or any other fees that we may charge and that accrue when you are in default, may not exceed the unpaid balance of the Principal Debt at the time the default occurs.
- 19.7 If the Card is used for any foreign currency Transactions, you will be required to pay a currency conversion fee, where applicable. A Cardholder must also comply with all customs and foreign exchange control regulations applicable to such foreign currency Transaction, including paying any ad valorem and custom duties.
- 20 Collection Costs**
- 20.1 We will charge you for Collection Costs we incurred in collecting any amount due and/or payable in terms of this Agreement.
- 20.2 Collection Costs will not exceed the costs we incurred in collecting the debt, to the extent that these are limited by whichever law(s) may be applicable to the court we approach to enforce this Agreement.
- 21 Information Sharing**
- 21.1 By entering into this Agreement, you acknowledge and agree that we may provide any Credit Reference Bureau with details provided by you in your application for credit; details of the conduct on your Card Account; details of the transfer of our rights as a credit provider under this Agreement to another person; and/or any other details that may be required by any Applicable Laws.
- 21.2 Based on its records, the Credit Reference Bureau may provide a Public Record and/or a credit score on your creditworthiness to other credit providers. You have the right to contact the Credit Reference Bureau to have your Public Record with it disclosed and to request the correction of inaccurate information.
- 21.3 You agree that we may provide any Collateral Provider with a copy thereof, together with any amendments thereto, and/or with details of the conduct of your Card Account.
- 22 Protection of Personal Data**
- 22.1 You consent to us collecting your Personal Data from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes, as well as the purposes set out below.
- 22.2 If you give us Personal Data about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you confirm that You are authorised to:
- 22.3.1 give us the Personal Data;
- 22.3.2 consent on their behalf to the Processing of their Personal Data, specifically any cross-border transfer of Personal Data into and outside the country where the products or services are provided; receive any privacy notices on their behalf.
- 22.3.3 You consent to us Processing Your Personal Data:
- 22.4 to provide you with products and services according to these terms and conditions and any other products and services that you may apply for;
- 22.4.2 to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services);
- 22.4.3 in countries outside the country where the products or services are provided. These countries may not have the same Laws on protection of Personal Data as the country where the products or

	services are provided. Where we can, we will ask the receiving party to agree to our privacy policies;		
22.4.4	by sharing your Personal Data with our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Data to carry out their services; and		
22.4.5	within the Standard Bank Group.		
22.5	You will find our Processing practices and privacy statement in the Standard Bank Group's websites or on request.		
22.6	If you are unsure about your tax or legal position because your Personal Data is processed in countries other than where you live, you should obtain independent advice.		
22.7	By completing and signing the Agreement, you acknowledge and agree to our collection, use, Processing and sharing of your Personal Data for the above purposes. You also agree that a disclosure of information by the Bank in the circumstances contemplated by this clause 22 does not violate any duty owed to you in Law or pursuant to any agreement between you and the Bank or in the ordinary course of banking business and the customs, usage and practice related to banking. Further that the disclosure may be made without further reference to, or, authority from you.		
23	Default		
23.1	Default in terms of this Agreement will occur:		
23.1.1	if you fail to pay any amount payable to us under this Agreement on the due date; or		
23.1.2	if there is a Material deterioration in your financial position; or		
23.1.3	if, in cases where the interest, costs, fees and/or charges are debited to an account other than the Card Account, there are insufficient funds available in the account to be debited so that these amounts can be covered when they become due and payable; or		
23.1.4	if you fail to comply with any Applicable Laws including any environmental laws or responsibilities, regulations relating to anti-money laundering and the combating of terrorism and, where applicable, any company laws; or		
23.1.5	if you breach any of the provisions of this Agreement or any agreement in terms of which you provided Collateral to us, and you fail to remedy the breach within the timeframe provided for in the written notice to do so; or		
23.1.6	if any Collateral Provider commits any breach of its obligations to us in terms of any Collateral agreement; or fails to satisfy its commitment when requested to do so; or delivers to us written notice of termination of its liability under the Collateral agreement; or		
23.1.7	should you or any Collateral Provider be placed under a bankruptcy order, become insolvent or have any other form of legal disability; or		
23.1.8	if, where applicable, a court grants a garnishee order attaching part of a Collateral Provider's income to settle any amount owing by the Collateral Provider; or		
23.1.9	if the proceeds from the realisation of any Collateral held for this Agreement is insufficient to repay all amounts owing to us and, despite the fact that we have requested Repayment of the full amount owing, you have failed to repay the remaining settlement amount; or		
23.1.10	should you or any Collateral Provider compromise or attempt to compromise with your/its creditors generally or defer payment of debts owing to your/its creditors; or		
23.1.11	if any representation, warranty or assurance made or given by you in connection with your application for this Credit Limit or any information or documentation supplied by you is, in our opinion, Materially incorrect; or		
23.1.12	should you or any Collateral Provider generally do or omit to do anything that may affect our rights or Collateral in terms of this Agreement; or		
23.1.13	if judgment of a competent court against you or any Collateral Provider for the attachment of assets or for payment of any amount remains unsatisfied for more than seven (7) days after the date on which it is issued.		
23.2	If you are in default, we may:		
23.2.1	give you written notice to rectify the default;		
23.2.2	immediately restrict activity on or suspend the Credit Limit on your Card Account without notice to you;		
23.2.3	review the terms and conditions applicable to the Credit Limit;		
23.2.4	increase the rate of interest charged; and/or		
23.2.5	commence proceedings to enforce this Agreement, including the exercising of our rights in terms of any securities held.		
23.3	We may commence legal proceedings if we have given you notice as referred to in clause 23.2 above and you have been in default under this Agreement for at least twenty (20) Business Days and you have not responded to that notice or have responded to the		
23.4	notice by rejecting our proposal.		
		23.4	We may exercise our rights in terms of clause 20.3 of this Agreement, and if you dispute our right to do so, you must continue to pay the amounts owing to us. Our acceptance of such payments will not affect any of our rights in terms of this Agreement or in law.
		24	Termination of this Agreement
		24.1	You may terminate this Agreement at any time on advance notice to us and by settling the total outstanding amount due to us.
		24.2	You will remain liable for:
		24.2.1	any outstanding balances and purchases upon termination. There are circumstances where Transactions can still be processed even after the Card Account is closed. This includes recurring debit orders and subscription payments against the Card Account which have not yet been cancelled by you and/or the Cardholders. It also includes any Card Transactions that are processed offline after the Card Account has been closed. You will be liable and be held responsible for all such Transactions, even after the Card Account is closed;
		24.2.2	any obligations arising from the Agreement if you fail to let us know that your Card Account must be closed.
		24.3	The amount required to settle this Agreement will be the Settlement Value in terms of this Agreement up to and including the Settlement Date. If you would like a Statement of the Settlement Value, we will provide such Statement in writing within five (5) Business Days of your request to do so.
		24.4	The Statement reflected in clause 21.3 will only be binding for the date stated and will not include any Transactions effected or processed on or after this date, for which you will also be liable. Any Transactions effected or processed on or after settlement of the Card Account will still be your responsibility.
		24.5	As soon as the Card Account is closed, you must ensure that any Cardholder that has been given the Card details is advised that they may no longer use it. You must further ensure that all the Card/s are immediately destroyed by cutting through the magnetic stripe, the chip and account number and by scratching out the numbers that appear on the signature panel of the Card. A Card that is not destroyed correctly may still be used. Should this happen you will be responsible for these Transactions.
		24.6	The Card will always remain our property, and without losing any right to any claim which we may have against you, we may:
		24.6.1	suspend any Card/s and/or the Credit Limit at any time if you are in default under the Agreement;
		24.6.2	immediately restrict activity on or suspend all or part of the Credit Limit or withdraw the Credit Limit or terminate the Agreement without notice to you and call for immediate Repayment of all amounts you owe to us (and accordingly the default procedure set out in clause 23 will not apply) if:
		24.6.2.1	you generally do or omit to do anything which may cause us to suffer any loss or damage;
		24.6.2.2	you become or are likely to become Sanctioned or if we know or suspect that your Card Account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with Applicable Laws or if you are involved in any illegal or terrorist activities; Under these circumstances we may immediately restrict activity on or suspend all or part of the Credit Limit or withdraw the Credit Limit without notice to you, and call for immediate Repayment of all amounts you owe to us;
		24.6.3	close the Card Account (whether you are in default or not) by giving written notice to you at least ten (10) Business Days before the Card Account will be closed.
		24.7	If your Credit Limit or Card Account is suspended or closed, this Agreement will remain in effect, until you have paid all amounts lawfully charged to your Credit Limit.
		24.8	If we close, restrict activity on or suspend access to your Card Facility or your Card Account for any reason, we will not be legally responsible (liable), directly or indirectly, for any damages resulting from such action that you or any third party may suffer unless such damages are caused by our gross negligence or that of any person acting for or controlled by us.
		25	Disclaimers
		25.1	You acknowledge that (i) Electronic Devices are not within our control; and (ii) our services may become unavailable due to interruptions in and maintenance to our electronic communications network, or due to power outages, telecommunications or other circumstances that are not within our control. Where it is possible for us, we will try to give you notice if scheduled maintenance will interrupt or delay the services provided to you.

- 25.2 **Except to the extent that we acted with gross negligence or fraudulent intent, we will not be liable for any loss arising from the use or failure of any Electronic Device, including malfunction or delay in any point-of sale terminal or ATM, or from the failure of our supporting or shared networks, where applicable, or from circumstances beyond our reasonable control. We do not guarantee the security of any SMS or other communication we may send to you with regards to your Card Account.**
- 25.3 **We will not be liable for any loss or damage with regard to any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the publicswitched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities; or any event over which the Bank has no direct control.**
- 25.4 **The Parties will not be liable to each other for any indirect or consequential losses or damage. In particular, we will not be responsible if you suffer any losses or damages if we approve or decline a Transaction based on the fraud and other velocity parameters that we have in place for you.**
- 25.5 You are responsible to us for all losses that we or any other person may suffer because of your or an additional Cardholder using the Card or because you or an additional Cardholder did not comply with these Terms.
- 26 Addresses for notices**
- 26.1 You choose, as the address for the serving of legal notices in terms of this Agreement (notice address), your address as set out in the Application Form.
- 26.2 Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective only if in writing and sent to the notice address, email address or postal address you supplied in your application for this Credit Limit, or any address supplied in terms of clause 23.3 below, provided that the documents to be delivered in respect of legal proceedings in connection with this Agreement may only be served at your notice address.
- 26.3 You must give us written notice to change your notice address, postal address or email address. The change will be effective on the tenth Business Day after receipt of the notice.
- 26.4 Any notice will be deemed to have been received on the fifth Business Day after being posted if it was sent by prepaid registered post, on the seventh Business Day after being posted if it was sent by ordinary mail, on the day of delivery if it was delivered by hand, or on the first Business Day after the date on which it was sent if it was sent by email.
- 26.5 Despite anything to the contrary set out in this clause 23, a written notice or communication actually received by you will be an adequate written notice or communication to you even if it was not sent or delivered to your notice address, postal address or email address. You hereby agree that where the post office does not do street deliveries at your notice address, we may send any notices in terms of this Agreement to your postal address.
- 26.6 You should send any legal notice to us at our chosen address (our notice address): Stanbic Bank Centre, Westlands Road, Chiromo, for the attention of the Head, Legal & Governance.
- 26.7 Without prejudice to the generality of this clause (Addresses and Notices), any information published by the Bank (i) by advertisement in a local daily newspaper published in Kenya for national circulation, or (ii) on the Bank's website at <https://www.stanbicbank.co.ke> (or any replacement page) will constitute adequate notice for purposes of this agreement in relation to the matters to which that information relates and the effective date of such notice will be the first Business Day following the date of publication.
- 27 Assignment by the Bank**
- 27.1 **To the extent permitted by law, you agree that we may, without further notice to you, assign and transfer all or part of our rights and/or delegate all or part of our obligations under this Agreement, either absolutely or as Collateral to any person, even though that assignment and/or delegation may result in a splitting of claims against you.**
- 27.2 **You agree that you may not assign or transfer all or part of your rights or delegate all or part of your obligations under this Agreement unless you have obtained our prior written consent.**
- 28 General**
- 28.1 You shall be notified of any amendments to these Terms and conditions within thirty (30) days of such amendments.
- 28.2 If your Repayment Due Date or the charging of interest, costs, fees or charges does not fall on a Business Day, the item(s) will be processed on the first Business Day after that day.
- 28.3 Where applicable, we will send you regular updates on the status of your Card by SMS to the cellphone number provided on the Application Form or as subsequently notified to us in writing.
- 28.4 If your Card Account is in arrears, we may send you an SMS to remind you of the outstanding amount.
- 28.5 We will advise you of any value-added benefits (Benefits) that you may receive or qualify for from time to time as a Cardholder. These Benefits will usually apply when the Card is issued and will be subject to their own terms and conditions with which you must comply. For example, we may offer you free limited travel insurance as a Benefit when you purchase your airline tickets using the Card. We do not guarantee that Benefits will always be available or that they will apply to you. If you would like more information about the Benefits, please contact your banker or visit your nearest branch.
- 28.6 This Agreement constitutes the entire agreement between the Parties. If any of the clauses (or any portion of the clauses) in this Agreement are found to be invalid, illegal or unenforceable, this will not affect the remaining clauses in this Agreement, which will continue with full force and effect.
- 28.7 Except as provided specifically in this Agreement, any material changes to this Agreement will be notified to you from time to time, via SMS, email or through our website. You will not be entitled to amend this Agreement without our written consent.
- 28.8 You agree that we will not be obliged to obtain your written consent to such changes but if you disagree with our changes, you have the right to terminate the Agreement. You agree that if you decide not to terminate the Agreement before the changes become effective, they will be binding on you. A Cardholder's continued use of the Card and/or the Card Account will be seen as your acceptance of any change to the Agreement.
- 28.9 To the extent that you use the Card to transact through any of our other channels, for example internet banking, the rules of that channel apply in addition to these Terms.
- 28.10 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of Kenya. You agree that we may sue you in a competent court to recover any amounts due from you as at the date on which we instituted the proceedings, which amounts shall include interest, charges, legal fees, costs and expenses.
- 28.11 We are obliged by law to regularly update your **personal data, such as** your residential address, postal address and contact information (including email address and phone number). We may contact you from time to time in this regard.
- 28.12 No special consideration we give you may be a waiver of any of our rights under this Agreement or in any way affects any of our rights against you.
- 28.13 If you apply for insolvency proceedings, any amounts outstanding under this Agreement will immediately become due, owing and payable to us.
- 28.14 A certificate signed by any of our managers, specifying the amount you owe to us and stating that such amount is due, owing and payable to us by you, will on its mere production be sufficient proof of any amount due and/or owing by you in terms of this Agreement, unless the contrary is proved.