

PAYMENT CARD APPLICATION FORM



FIRST APPLICANT

Name _____

ID / Passport No. _____ KRA PIN No. _____

Phone Number _____ Alternative Phone Number _____

Email _____

P.O. Box _____ Code _____ Town _____

Business Name (where applicable) _____

SECOND APPLICANT

Name _____

ID / Passport No. _____ KRA PIN No. _____

Phone Number _____ Alternative Phone Number _____

Email _____

P.O. Box _____ Code _____ Town _____

Business Name (where applicable) _____

PLEASE INDICATE WHAT ACCOUNT YOU WANT TO ACCESS USING THIS PAYMENT CARD

Account No. _____ Account No. _____

PLEASE TICK THE PAYMENT CARD YOU ARE APPLYING FOR

1. Equity Mastercard 2. Equity Visa card 3. Youth card 4. Student card
 5. Prepaid Card 6. Junior Member Card 7. Visa USD Other (Specify) _____

DAILY CASH WITHDRAWAL LIMIT

- KShs 20,000 KShs 50,000 USD 1,000 Other (Specify) _____

E-COMMERCE

Enable my Equity Payment Card for e-commerce transactions Yes No

E-COMMERCE TRANSACTION LIMIT

Default limit of: KShs. 20,000 KShs 50,000 USD 200 Other (Specify) _____

CONTACTLESS TRANSACTION LIMIT

Default Limit of: KShs.2,000 Other (Specify) _____

DECLARATION

- a) I / We have read, understood and agree to be bound by the terms and conditions outlined overleaf, governing the use of Equity Payment Cards and subsequent amendments from time to time as may be issued by the Bank.
- b) I / We understand that I / We will be responsible jointly and severally for any cash withdrawal or transfers and cost of goods and services rendered by use of the card. Use of any such cards will be evidence of receipt and acceptance of these rules.
- c) I / We warrant that the information provided is true and correct.
- d) I / We understand that Equity reserves the right to decline the application without giving reason to the extent permitted by law.
- e) I / We the undersigned confirm I / We have read and understood the terms of the Privacy Policy and hereby give express, unequivocal, free, specific and informed authority to Equity Bank (Kenya) Limited and its Affiliates to collect, use and process my / our data as per the policy provided at <https://equitygroupholdings.com/privacy-policy/>

1st Applicant: Signature _____ Date _____

2nd Applicant: Signature _____ Date _____

OFFICIAL USE

Approved / Declined By _____ Date _____ Branch Stamp _____

TERMS & CONDITIONS

These Card Terms of Service ("Terms") are a legal agreement ("Agreement") between you and Equity Bank (Kenya) Limited (the Bank) and use of the card or other service that links to or refers to these Terms. Upon application for the card you agree to the Terms which are subject and supplemental to the Account Opening General Terms and Conditions.

1. ACCEPTANCE

- a) Before you sign the application form, please read the Agreement very carefully. If in doubt, contact the nearest Equity branch.
- b) By signing the application form, you formally agree to the terms and conditions of this agreement.
- c) The issuance of the card and your acceptance and use of it will be governed by the conditions and terms in force, and the time of use.
- d) This Agreement binds the bank and the cardholder

2. WORDING

The words and definitions in this brochure and application form shall be understood and meant to be:

- a) This Agreement means an Agreement between the Bank and cardholder(s), the terms of which are these conditions of use as valid from time to time.
- b) The Bank means Equity Bank (Kenya) Limited.
- c) Cardholder(s) is/are the account(s) holder with Equity who has / have been issued with Equity Payment Card(s).
- d) The accounts are the current, ordinary and savings accounts operated within Equity Bank.
- e) Transaction instruction means an instruction given by the use of the cards.
- f) Terminal means Automated Teller Machine (ATM) or Point Of Sale terminal through which transaction instruction may be given.
- g) Equity Payment Card(s) mean(s) cards issued for drawing cash, identification purposes and obtaining other services through the ATM terminals or Point Of Sale and these include: Visa, USSD card, Autobranch or Mastercard.

h) PIN means Personal Identification Number required to gain access via an ATM terminal to give a transaction instruction or Point of Sales Terminal where applicable.

3. USE OF THE CARD

- a) The cardholder must sign the card as soon as it is received. The card will only be valid for the period indicated on the card and upon expiry it shall be renewed at a fee.
- b) The card will be used to withdraw cash and access other services at ATMs and merchant locations operated by the Bank or other ATMs and merchant locations operated by other members as identified with the Visa / Mastercard logo to purchase goods and services both in and outside Kenya.
- c) The card may be used locally and worldwide to withdraw cash from the ATM operated by members of Visa / Mastercard (identified by the logo of Visa / Mastercard) and to purchase goods and services from merchants equipped with Point Of Sales terminals identified by the logo Visa / Mastercard .
- d) All such withdrawals and purchases shall be debited from the customer's account as such rates of the relevant time.
- e) If a card is lost, stolen or used fraudulently, the cardholder must notify the Bank The cardholder shall be liable in respect of such a transaction instruction given prior to receipt by the bank of such a notification of such a loss, theft or disclosure within Kenya and worldwide to withdraw cash and purchase goods.
- f) The Bank will convert all transactions on the account into Shillings using the exchange rate and will charge a percentage commission on the amount of transaction. Please note that the exchange rate may not be the same as the rate at the date of the transaction as conversion may take place at a later date.

g) A cardholder may use a card to authorize transactions in any manner we permit. This may include use of the card number without the physical card. You shall enter your PIN, append your signature or use any other permitted option(s) to authorize transactions when using your card to purchase goods and services but failure to do so shall not relieve you of your duties or from liability for any card transaction effected by the Bank for your account through use of your card.

h) The card should not, under any circumstances, be used for any unlawful purpose(s) including the purchase of goods and / or services prohibited under Kenyan Law.

4. SAFEGUARDING THE CARD & THE PIN

a) The cardholder(s) must exercise all due care and attention to ensure the safety of the card and the secrecy of the Personal Identification number (PIN) at all times to prevent the loss of and /or use of his / her card or PIN by any third party or unauthorized user.

b) A cardholder(s) is fully responsible for ensuring that the PIN is not disclosed to anyone under any circumstances and he / she is encouraged to change it frequently. The PIN should be kept a secret at all times and should be memorized and destroyed immediately.

c) The magnetic strip at the back of the card should not be scratched or put with items that can damage it.

5. LOST CARDS

a) If a card is lost, stolen, or if a PIN is disclosed to any unauthorized person, the cardholder(s) must immediately notify the Bank of such loss, theft or disclosure. Any verbal notification must be confirmed in writing immediately. The cardholder(s) will be liable in respect of any transaction instruction given prior to receipt by the Bank of notification or such loss, theft or disclosure.

b) The card may, for various reasons, be captured (retained) by the ATM terminal. The cardholder(s) should visit Bank / Branch where his / her card was captured on the next working day and present the ATM service slip given by the ATM during capture together with his / her National ID in order for him/her to get their card back.

6. CANCELLATION / SUSPENSION OF CARDS OR SERVICES

a) The cardholder(s) may at any time cancel his / her card by returning it to the Bank after cutting it in half.

b) The Bank may on its own accord suspend the Card(s) without notice to the Cardholder(s) in the event the Bank has any reason whatsoever to believe that there has been and is not limited to fraud, misrepresentation, a violation of the Banks' policies or card scheme rules or any statutory regulations in force at the time of such suspension. The Cardholder(s) shall not hold the Bank liable for such suspension and shall indemnify the Bank for any loss incurred.

c) Notwithstanding the foregoing paragraph, the Bank may cancel the Card(s) with notice to the Cardholder(s) upon cancellation, the Cardholder(s) must surrender the Card(s) on demand to the Bank.

d) The card remains the property of the Bank at all times. On request, the card must be returned immediately to the Bank or any other person acting for the Bank. The Bank shall notify the cardholder(s) the particular of any such persons.

e) We may suspend any electronic banking service temporarily at any time for maintenance and upgrading of services.

7. ADDITIONAL CARDS

A cardholder(s) wishing to have an additional card on his / her account must sign mandates authorizing the use of the account by the additional cardholder(s). The additional cardholder must also sign the same mandates.

8. RENEWAL AND REPLACEMENT OF CARDS

a) The cardholder will be required to visit the Bank Branch to renew his/her card upon expiry, the cardholder may be notified of the expiry of his/her card by the Bank . A card renewal fee will be applicable

b) If a cardholder loses or damages his/her card, he/she will be required to visit the Bank Branch to replace his card and charge a fee at the rate applicable at the time of replacement.

9. QUERIES

a) Queries should be communicated to your branch during working hours.

b) Any changes in the cardholder(s) mailing address must be communicated to the Bank

10. DISCLAIMER

a) The Bank is not responsible for goods and services charged to the card.

b) The Bank accepts no responsibility for the failure of a merchant to accept the card or of any loss or damages arising from the manner of its acceptance. Any dispute should be settled immediately.

c) Disputes with merchants : The Bank are not liable for:

- the refusal of any electronic equipment or merchant to accept the card; or
- any defect or deficiency in goods or services supplied to you by any merchant. You must resolve any complaint directly with the merchant and no claim against the merchant may be set off or claimed against the Bank.

11. FEES

a) The Bank shall be entitled to charge and debit from the cardholder(s) account such fees as it may from time to time, notify the cardholder(s) including but without limitation to a service fee of an amount to be prescribed by the Bank for the use of the card.

b) In the event that the fee charges result in the account being in a debit balance, the account holder(s) remains fully responsible for the said fees including any recovery charges.

c) An annual fee applicable to debit cards will be charged on card anniversary month to the cardholders account

d) All charges, fees and tariffs applicable to the Customer's Account (the "Tariffs") as outlined in the Bank's standard tariff guide, a copy of which is available to the Customer at the time of opening the Account as well as on request; The Customer hereby authorizes the Bank to debit his account with any and / all the above mentioned charges, fees, tariffs, interest, commission, disbursements, taxes, duties, costs and expenses whatsoever without further reference to the Customer.

12. BANK ACCOUNT

a) The cardholder(s) may not overdraw his / her account by giving transaction instructions. And if it so happens that the account becomes overdrawn through action of the cardholder(s), then the Bank is entitled to claim not only the amount owed but the interest and recovery charges as well.

b) Any account that is non-operational for a period of six months or more will automatically be converted to a dormant account and may be denied transaction instruction. The cardholder(s) should therefore contact his / her branch for assistance.

c) Cash or cheques deposited at the Automated Teller Machine (ATM) for credit to a customer's current / saving account shall be subject to verification by the Bank. In the event of any discrepancies, the Bank's own determination amount(s) credited shall in the absence of manifest error, be conclusive.

d) Cash or cheques deposited in the Automated Teller Machine (ATM) for credit to a customer's current / savings account will be collected by the Bank and proceeds will not be available until the relevant funds have been received for value by the Bank.

e) The Bank shall have no liability for inability to perform its obligation in the cardholder(s) agreement due to anything whatsoever outside the control of the Bank, its agents or contractors.

13. LIABILITY OF CARDHOLDER(S)

a) The cardholder(s) shall be fully liable in respect of each transaction instruction given by the use of his / her card confidential information displayed on a terminal must not be disclosed to a third party. The Bank shall not be liable for any disclosure arising out of a transaction, instruction or to loss, injury or damage arising out of the use of the ATM terminal / POS Terminals / Online.

b) Disputed transactions : Disputes regarding execution of a Transaction Instruction using a Debit / Credit / Prepaid Card will be referred to the Bank for resolution as per their operating procedures and the Bank will not be liable for any loss arising out of acting on the resolution of any such dispute. If there is a disputed transaction involving a card, a card number and the card was delivered to the cardholder or an authorized person, the cardholder must prove that the card was not used or issued by him / her or an authorized person at the time the disputed transaction was entered into or recorded (otherwise the cardholder are liable). In addition, the cardholder should notify the Bank immediately through the 24 hour contact Centre (call or email) visit a branch, using Mobile banking and Internet or other channels provided by the bank.

14. INFORMATION THE BANK GIVES / COMMUNICATION

a) The cardholder consent to the Bank sending information (via calls, SMS and Email alerts) about products/services which the Bank thinks the cardholder may want to use. However, if the cardholder does not want to receive this type of information, they can notify the Bank through our Contact Centre.

b) Any information the Bank gives to the cardholder is for reference purposes only. The bank will do the best to ensure that the information provided is accurate and complete. However, the Bank is not liable for the accuracy or completeness of the information given.

15. AMENDMENTS OF CONDITIONS

a) These terms and conditions may be amended at anytime and without notice from the Bank to the cardholder(s).

b) Any such amendment shall be deemed to be effective and binding on the cardholder(s) on receipt of and any subsequent use of the card shall be deemed to constitute acceptance.

c) If the cardholder(s) does not accept such changes, he / she may terminate this agreement by cutting his / her card in half and returning it to the Bank. The cardholder(s) remains liable for charges made up to the date of termination.

16. CARD SCHEMES REGULATIONS

a) The use of the Cards under these terms are regulated by the terms of Card Schemes and the Cardholder agrees to abide by those terms as they shall be communicated to the Cardholder by the Bank from time to time.

b) Any Charges made by Card Schemes on foreign currency transactions shall be debited to the Cardholder's Bank Account the amount of Card Transactions Instructions and charges rendered involving foreign currency shall be converted into Kenya Shillings at the exchange rate quoted by the Card Scheme on the date the debit is received and any exchange gain or loss is debited into the Cardholder's Bank Account

17. LAW

These terms and conditions shall be constructed and provisions of Equity Bank's Card facilities shall be regulated and governed in accordance with the Laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts

