

GENERAL PURPOSE PREPAID CARD TERMS & CONDITIONS

1. Definitions

- 1.1 Agent** means any company or individual appointed and authorized by Family Bank to sell, reload and/or replace Cards.
- 1.2 ATM** means an automatic teller machine or terminal for effecting cash withdrawals at which the Card may be used for the purpose of withdrawing Funds.
- 1.3 Card** means the Family Bank Prepaid card issued by Family Bank to the Cardholder.
- 1.4 Cardholder** means such person to whom the Card has been issued by Family Bank pursuant to an application by such person.
- 1.5 Funds** means the amount of monies loaded onto the Card by the Cardholder less any amounts previously spent and any applicable fees charges, conversion fees, and other expenses incurred in connection with the use or possession of the Card.
- 1.6 Family Bank** means Family Bank Limited, including but not limited to its successors in title and assigns and having its registered office at Family Bank Towers, Muindi Mbingu Street P. O. Box 74145-00200, Nairobi, Kenya.
- 1.7 Merchant** shall mean any person who owns or manages or operates a Merchant Establishment.
- 1.8 Merchant Establishments** shall mean establishments which honor the Cards.
- 1.9 PIN** means the Personal Identification Number as provided to the Cardholder by Family Bank.
- 1.10 POS Terminal** shall mean point of sale electronic terminals at Merchant Establishments whether in Kenya or overseas, capable of processing Transactions.
- Shared Network** shall mean ATMs which are not owned by Family Bank but which accept Cards issued by Family Bank.
- 1.11 Transactions** shall mean cash withdrawals from ATMs, POS Terminals and/or any purchases made over the internet or at Merchant Establishments using the Card.

2. Introduction

- 2.1 This is Family Bank's main prepaid card available in Kenya Shillings and can be reloaded for use both by Family Bank and non-Family Bank customers.
- 2.2 The issuance of the Card is subject to the Cardholder complying with the applicable laws, rules, regulations and directions as issued by Family Bank, the Central Bank of Kenya or any other appropriate authority under any law in force from time to time. Family Bank may, in its sole and absolute discretion, refuse issuance of a Card or cancel an issued Card without notice if satisfactory Know-Your-Customer (KYC) and Anti-Money Laundering (AML) laws and prudential guidelines are not met or if it has reason or suspicion to believe that the Cardholder has violated or intends to violate any exchange regulations or uses/will use the Card for money laundering purposes.
- 2.3 The Cardholder shall be required to complete and submit a duly signed application form as required by Family Bank from time to time and further, to submit all such documents as may be necessary or required.
- 2.3 Upon purchase of the Card, the Cardholder can request any Family Bank branch or a Family Bank Agent to load a certain amount of Funds (subject to restrictions on minimum and maximum amount loadable as determined by Family Bank at its sole discretion from time to time).
- 2.4 The Card, as may be issued by Family Bank to an applicant, is the property of Family Bank and is not transferable.

3. Features of General Purpose Prepaid Card (Main Card)

- 3.1 The Card is targeted for individuals aged above 25 years.
- 3.2 The Card is suitable for making POS and online payments.
- 3.3 The Cardholder can only load up to a limit of KES 1,000,000.
- 3.4 Normal ATM withdrawal charges apply.
- 3.5 Management of the card is done via Mobile Banking App (Pesapap) or at any Family Bank Branch, Contact Centre or at Family Bank Agent.
- 3.6 The Card can be loaded via MPESA Paybill, Over the Counter, Pesapap and Family Bank Agent
- 3.7 With every amount loaded, a transaction confirmation alert is generated and sent to the Cardholder.

4. Precept of General Prepaid Card (Main Card)

- 4.1 It is the responsibility of the Customer to provide correct information to the Bank through the use of the Card Service or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to

correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

- 4.2 The Bank will issue a maximum of three cards (principal card and two supplementary cards). A fourth will only be issued if any of the three cards is deactivated.
- 4.3 The Bank has the right to ask the Cardholder to specify the use of the card.
- 4.4 The Cardholder shall maintain the confidentiality, safety and security of the Card's PIN and Card information.
- 4.5 Family Bank reserves the right to limit the amount of Funds that may be used, loaded or reloaded into the Card for effecting any Transaction per day or over a specified period or restrict the number of Transactions that may be effected through use of the Card.
- 4.6 In event the Cardholder wishes to reload the Card, Family Bank reserves the right to decline a reload transaction at its sole discretion. The Funds shall be reloaded in same currency in which the Card was originally issued.

5. Use of the Card

- 5.1 The Card may be used to access Funds at any ATM worldwide that accepts VISA Cards or such other cards as Family Bank may advise.
- 5.2 The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other accounts of the Cardholder. The Card is not a credit card.
- 5.3 The Cardholder may also use the Card to pay for charges incurred at Merchant Establishments. Family Bank and Merchant Establishments reserve the right at any time to refuse to permit the use of the Card at the Merchant Establishment.
- 5.4 In event there are insufficient Funds to honor the requested Transaction, the Transaction will not be honored.
- 5.5 The Cardholder may surrender the Card, along with copy of the Cardholder's passport/identity card, at any point in time and obtain a refund of the balance of the Funds by completing the refund form as prescribed by Family Bank. The refund shall be made in the currency loaded in the Card or the equivalent in any other currency at Family Bank's sole discretion.
- 5.6 Use of the Card for any unlawful transaction or at any unauthorized location or for any purpose other than as stated under these terms and conditions is strictly prohibited and may result in cancellation of the Card by Family Bank.
- 5.7 Family Bank shall not be liable for any losses that are not attributed to it arising from any use of the card by the Cardholder.
- 5.8 The Bank shall notify the Card Holder by issuing a thirty (30) day notice before discontinuation of any of the Prepaid Card services offered to the Card Holder. The Customer shall be required to acquaint himself/herself with the process of using the Prepaid Card and that he/she shall be responsible for any error made while using the Card.
- i) The Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the Card are at its sole discretion.
- ii) The instructions of the Customer shall be effected only after authentication under his/her USER ID and MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.
- iii) While it shall be the endeavor of the Bank to carry out the instructions received from the Customers promptly, it shall not be responsible for the delay/ failure in carrying out the instructions due to any reasons whatsoever including failure of operational system.

6. Accuracy of Information

It is the responsibility of the Customer to provide correct information to the Bank through the use of the Card Service or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

7. Additional or Supplementary card

- i) The Bank will issue a maximum of three cards (principal card and two supplementary cards). A fourth will only be issued if any of the three cards is deactivated.
- ii) The Bank may issue a card (hereinafter referred to as additional cards) for use by any person nominated by principal cardholder in writing (additional cardholder) as an authorized user on the principal cardholder's card account upon the written agreement of such persons to be bound by the terms of this agreement.
- iii) The Principal cardholder and the additional cardholder shall be jointly and severally liable to pay all amounts arising from losses incurred by the Bank in connection with the use of the additional card or breach of this agreement. All such costs shall be debited to the Principal cardholder's account.
- iv) The Bank shall cancel any additional card at any time upon verbal or written request by the principal cardholder and upon the return or surrender of such additional card to the bank. Where the request has been made verbally, written request should follow. The supplementary cardholder must not use or attempt to use the card after any notification of cancellation or withdrawal has been given.

8. Internet Transactions

- 8.1 The Card can be used over the Internet and the Cardholder will assume all risks associated with such Transactions.
- 8.2 Notwithstanding anything written herein to the contrary, the Customer

acknowledges and agrees that the Bank will not be liable for any fraudulent use of the Card that may not be attributed to it, and that may result in losses or damages, whether indirect, incidental, special or consequential, in profits, goods or services.

9. Security of the Card and PIN

- 9.1 To enable the Cardholder use the Card, Family Bank will issue the Cardholder with a PIN enclosed with the Card. In case of a re-dispatch request of PIN, unless otherwise determined by Family Bank as to the mode of delivery of the PIN, the PIN shall be mailed to the Cardholder (at such address as has been specified in the application form for the Card) in a sealed envelope.
- 9.2 The Cardholder shall forthwith notify Family Bank of any change in his/her address for communication as stated in the application form for the Card. The responsibility shall be solely of the Cardholder to ensure that Family Bank has been informed of the correct address for communication, and Family Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Cardholder.
- 9.3 The PIN (as originally provided or which is subsequently changed), by its usage together with the Card and the transactions or instructions issued pursuant thereto, are deemed to be Transactions conducted or instructions given by the Cardholder.
- 9.4 The Cardholder shall maintain the confidentiality, safety and security of the Card's PIN and Card information.
- 9.5 Failure to observe confidentiality, safety or security of the PIN shall result in the Cardholder incurring liability on the Card or use of the PIN. The Cardholder agrees that the security of the Card and PIN is the Cardholder's sole responsibility.

10. Limits on Use and Reloading of the Card

- 10.1 Family Bank reserves the right to limit the amount of Funds that may be used, loaded or reloaded into the Card for effecting any Transaction per day or over a specified period or restrict the number of Transactions that may be effected through use of the Card.
- 10.2 The Card limit for amounts loaded by the Cardholder shall be a maximum of KES. 1,000,000.00
- 10.3 In event the Cardholder wishes to reload the Card, Family Bank reserves the right to decline a reload transaction at its sole discretion. The Funds shall be reloaded in same currency in which the Card was originally issued.

11. Lost or Stolen Card or PIN

- 11.1 The Cardholder shall inform Family Bank at the Family Bank Call Centre immediately if the Cardholder believes that the Card or PIN has been misused, lost or stolen or the PIN has become known to any person and the Cardholder believes that such person may misuse the same.
- 11.2 On receipt of intimation from the Cardholder, Family Bank will attempt to block the conduct of further Transactions requested through the use of the Card and attempt to prevent the further use of the lost, stolen or damaged Card(s). Family Bank will assist the Cardholder in replacing the lost, stolen or damaged Card. The Cardholder shall pay replacement charges for the Card as directed by Family Bank.
- 11.3 After blocking or cancellation of a Card and the PIN, the Card cannot be used by the Cardholder again and no refund shall be allowed on the Card. However, upon replacement of the Card, the Cardholder may request Family Bank to transfer the balance on the blocked or cancelled Card to the new card subject to other provisions hereof.

12. Liability on Unauthorized Transactions

- 12.1 The Cardholder shall bear all losses resulting from the use of the Card which also includes the situations where purportedly unauthorized transactions have been effected through the use of the Card and/or the PIN or situations where purportedly misuse, loss and/or theft of the Card and/or the PIN has occurred, and such liability continues until: (i) notification to Family Bank of such unauthorized transactions or the stolen or misplaced Card and/or PIN and (ii) Family Bank blocking the further use of the Card and/or the PIN successfully.
- 12.2 The Cardholder shall further bear all losses resulting from the use of the Additional or Supplementary Card by any third party using the card on behalf of or under instructions of the primary Cardholder and such liability continues until: (i) notification to Family Bank of such unauthorized transactions or the stolen or misplaced Card and/or PIN and (ii) Family Bank blocking the further use of the Card and/or the PIN successfully.

13. No Representation

- 13.1 Family Bank does not make any representation and/or warranty to the Cardholder (or any person claiming by or under the Cardholder) or otherwise assure the Cardholder (or any person claiming by or under the Cardholder) as to the services and benefits we provide for use of the Cards or the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/ proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/services, non-delivery of goods/services, or receipt of defective/sub-standard goods/ services by use of the Card with/at any person including the Merchant Establishment/s.

- 13.2 Disputes or claims in connection with the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/ services, non-delivery of goods/services, or receipt of defective/sub-standard goods/services by use of the Card with/at any person including the Merchant Establishment/s must be mutually resolved by the Cardholder (or any person claiming by or under the Cardholder) with such person/ Merchant Establishments without reference to Family Bank.

14. Exclusion of Liability

- 14.1 Family Bank shall be under no liability whatsoever to the Cardholder in respect of all actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses whatsoever that may not be attributed to it and arising out of:-
- i) any use of the Card and/or PIN;
 - ii) the refusal by any person or Merchant Establishments in honouring or accepting the Card;
 - iii) any ATMs/ POS terminals that malfunctions or is otherwise out of order, and whether resulting in such terminal not accepting the Card and/or PIN or otherwise;
 - iv) any statement made by any person requesting to surrender/cancellation of the Card or any act performed by any person in conjunction thereto;
 - v) handing over of the Card by the Cardholder to a person other than the designated employees of Family Bank at Family Bank's premises;
 - vi) the exercise by Family Bank of its right to demand and procure the surrender of the Card prior to the expiry date stated on its face, whether such demand and surrender is made and/or procured by Family Bank or by any other person or ATMs/POS terminals;
 - vii) the exercise by Family Bank of its right to terminate any Card;
 - viii) the re-possession/cancellation of the Card and/or request for its return;
 - ix) any misstatement, misrepresentation, error or omission in any details disclosed to the
 - x) Cardholder by Family Bank or its staff;
 - xi) decline of processing of the Card and/or PIN due to such Card exceeding foreign exchange entitlements as prescribed by applicable law, rules or regulations in force from time to time or on Family Bank becoming aware of the Cardholder exceeding entitlements;
 - xii) in the event a demand or claim for settlement of outstanding dues/funds received in excess of the Funds from the Cardholder is made either by Family Bank or any person acting on behalf of Family Bank;
 - xiii) communication sent by any means of communication including by facsimile machines, Internet, ATMs POS terminals, payment systems, or any other method over public and/or private lines that may not be encrypted, and which may involve the risk of possible unauthorized alteration and/or unauthorized use of
 - xiv) communication; or
 - xv) upon terminating, suspending, blocking or declining of the use of the Card and/or access to the Funds, inter alia, when it becomes necessary to determine whether any person is rightfully entitled to receive the Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

Family Bank shall not waive the exclusion of liability in the event the Cardholder quantifies any claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses that may directly be attributed to the Bank.

15. Compliance with Applicable Laws, Rules and Regulations

- 15.1 The Card may be used outside Kenya, subject to applicable laws, rules and regulations in force from time to time in Kenya and subject to such restrictions/ limitations under the applicable laws, rules and regulations from time to time in the country where the Card is used. The Cardholder shall be solely responsible to the concerned authorities in event of any violation of the applicable laws, rules and regulations in force from time to time.
- 15.2 Family Bank will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by Cardholder with the applicable laws, rules and regulations in force from time to time in relation to use of the Card.

16. Use of Card on Shared Networks

- 16.1 The Card enables the Cardholder to obtain the Funds in cash by withdrawal from ATMs and/or ascertain information as to the balance on the Card at ATMs/POS terminals (whether of Family Bank or a Shared Network) or make payments at Merchant Establishments through POS Terminals.
- 16.2 Cash withdrawn at an ATM outside Kenya with the Card shall be in a currency as permitted by the Shared Network which owns/operates the ATM at which the withdrawals are made. Family Bank shall debit from the Cardholder's Funds, the equivalent in the currency in which the Cardholder's Funds is held, any additional processing charges, conversion charges or any other fees chargeable in connection with such Shared Network Transactions.

17. Suspension and Cancellation of Cards

- 17.1 Family Bank reserves the right to terminate / suspend / block / decline the

usage of the Card/access to the Funds, temporarily or permanently, upon the occurrence of any of the following events:

- i) Failure to adhere to or comply with terms and conditions herein;
 - ii) An event of default under any agreement or commitment (contingent or otherwise) or the like entered into with Family Bank or its group companies;
 - iii) The Cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings of a similar nature;
 - iv) Demise of the Cardholder,
 - v) When it becomes necessary to determine whether any person is rightfully entitled to receive the Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.
- 17.2 Notwithstanding anything contained herein, Family Bank may, at any time, without giving notice or reason, withdraw, suspend or terminate the use of the Card by the Cardholder. The Cardholder undertakes to return the Card to Family Bank immediately upon request.
- 17.3 Notwithstanding such suspension or termination, the Cardholder shall continue to be bound by these terms and conditions to the extent they relate to any obligations or liabilities of the Cardholder that remain to be performed or discharged.
- 17.4 In case the Card is cancelled (or its use suspended), whether on account of noncompliance with the applicable laws, rules and regulations in force from time to time or otherwise, Family Bank will not be responsible for any use/ attempted use of the Card, resulting in the Card being dishonored or otherwise. The risk of honoring of a Card that is cancelled (and/or suspended) on its presentment is on the person or Cardholder.

18. Errors, Questions or Complaints

- 18.1 The Cardholder may call Family Bank Call Center in event of any queries or complaints in connection with the Card. Alternatively, the Cardholder may email Family Bank at the applicable email address. Further, in case of complaints, the Cardholder should provide sufficient and correct details in writing to Family Bank in order to enable Family Bank to investigate and respond on the complaint or query appropriately.
- 18.2 The following information will require being provided in such correspondence:
- i) Name, address and Card number of the Cardholder.
 - ii) A detailed description of the transaction and/or the complaint (including the date of the transaction and the location of the ATM/Merchant Establishment) and the basis or reason for the Cardholder to dispute the Transaction or raise a query or complaint; and
 - iii) The Transaction amount.
 - iv) In case any further information/document is required by Family Bank for investigation or resolution of the matter, the Cardholder hereby agrees to provide the same. Where an inquiry is not settled to the satisfaction of the Cardholder, Family Bank may advise the Cardholder in writing or otherwise of the results of its investigation and/or the manner of resolution, if any, of the complaint.

19. Refunds and Claims

- 19.1 All payments made on the Card with the PIN, whether with the consent of the Cardholder or not, are final and cannot be reversed. Should a Cardholder dispute a transaction made on the Card, provided that it was not lost, stolen or misused by someone who obtained the Card due to the Cardholder's negligence, then a dispute period of 30 days from the date of the Transaction is available to the Cardholder to initiate any dispute with the Bank after which the Transaction shall be considered valid and undisputed.
- 19.2 Once a dispute is raised by the Cardholder, Family Bank shall undertake independent investigations. Before the investigations are over, the Cardholder shall have no refund or charge-back rights for such disputed Transactions even if not authorized by the Cardholder. After completing investigations into the disputed Transactions, Family Bank reserves the right to settle the dispute as it deems fit, including but not limited to refunding the charges of a Transaction or incorrect debit to the Card, and if the Cardholder is still aggrieved, the Cardholder may refer the dispute to arbitration.

20. Costs, Charges and Fees

- 20.1 The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the Card can be deducted automatically from the Cardholder's Funds. Such costs, charges and fees are subject to change by Family Bank from time to time.
- 20.2 Any statutory levy including duties or taxes payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed on/recovered/sought to be recovered from Family Bank (either directly or indirectly), such statutory levy shall be deducted from the Funds and/or recovered directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardholder with Family Bank.
- 20.3 Family Bank may change the applicable costs, charges and fees in relation to the Cards and changes will be implemented at least 30 days after we notify the Cardholder.
- 20.4 The customer can refer to our tariff guide to get the card fees which is in

the website and also displayed in the branches.

21. Indemnity

- 21.1 In consideration of Family Bank providing the Cardholder with the Card, the Cardholder hereby agrees to indemnify and keep Family Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs (including legal costs), charges and expenses whatsoever which Family Bank may at any time incur, sustain, suffer or be put to account as a consequence of or by reason of or arising out of loss, fraud, use or misuse of the Card by the Cardholder.
- 21.2 The Cardholder hereby indemnifies and agrees to hold Family Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with all the applicable laws, rules and regulations in relation to the Card in force from time to time.

22. Customer Confidentiality

The Bank shall not at any time during or after the termination of this agreement use or disclose to any third party any confidential information or any information concerning or relation to products, customers service, operations and business activities of the customer.

23. Use of Customer Information

- 23.1 Family Bank reserves the right to use the information provided by the Cardholder on his/her application for surveys and for marketing activities carried out by Family Bank/affiliates. Family Bank may use this information to develop mailing lists that may be used by companies with whom Family Bank shall work with to develop, among others, marketing offers for the Cardholders.
- 23.2 The Cardholder hereby authorizes Family Bank and its Agents to exchange, share or part with all the information relating to the Cardholder's details and payment history information and all information pertaining to the Card to other Family Bank group companies/banks/financial institutions/ credit bureaus/agencies/ statutory bodies as may be required and undertakes not to hold Family Bank Ltd/all other group companies of Family Bank Group and their Agents liable for use of the aforesaid information.
- 23.3 The Bank shall comply with the data protection and privacy laws of Kenya and will be legally responsible for any personal data that is collected or otherwise processed.

24. Severability and Waiver

Each of the provisions of these terms and conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way. No act, delay or omission by Family Bank shall affect its rights, powers and remedies under the terms and conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these terms and conditions are cumulative and not exclusive of other rights and remedies provided by law.

25. Right of Set-off

In addition to the general right to set off or other right conferred by law or under any other agreement, Family Bank may, without notice, combine or consolidate the balance on the Card with any other account(s) which the Cardholder maintains with Family Bank and its group companies, and set-off or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Cardholder's liability to Family Bank under his/her Card.

26. Funds in expired Cards

- 26.1 Any residual balance in expired cards will be forfeited if unclaimed after 24 months after the expiry of the Card.
- 26.2 Any amounts due for submission to the Unclaimed Financial Assets Act 2011 & Regulations will be forwarded to the Authority within the stipulated statutory timelines.

27. Dispute Resolution

- 27.1 The parties herein shall, in the first instance, use their best endeavours to resolve any dispute within 5 (five) working days of the dispute having been referred.
- 27.2 In the event that the parties attempt, but fail to solve a dispute pursuant to their good faith efforts, then such dispute shall be submitted to alternative dispute resolution including mediation and/or arbitration. The place of arbitration shall be Nairobi, Kenya and the procedure shall be subject to the rules of the Chartered Institute of Arbitrators (Kenya Branch) with all proceedings being conducted in the English Language.
- 27.3 Nothing shall preclude either party from obtaining interim relief on an urgent basis from a court of competent jurisdiction. The decision in arbitration proceedings shall be final and binding on the Parties.

28. Governing Law

The laws of Kenya govern these terms and conditions as also the use of the Card by the Cardholder subject however to the Cardholder being subject to applicable laws, rules, and regulations of Kenya or such other country where the Card has been used. The Parties hereby agree that any claim, legal action or proceedings arising out of these terms and conditions for the

Card instituted by the Cardholder (and/or any persons claiming through or under the Cardholder) shall be brought in the courts or tribunals at Nairobi in Kenya and the Parties shall irrevocably submit themselves to the jurisdiction of such courts and tribunals.

29. Variation of Terms and Conditions

29.1 Family Bank reserves the right to vary or change at any time, these Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing minimum balances, charges or rates and methods of calculation.

29.2 The Bank shall notify the Card Holder by issuing a thirty (30) day notice before any changes are made and effected to the terms and conditions contained herein.

30. Acceptance

By applying for and using the Family Bank Cards, I unconditionally agree to be bound by the laws, rules, regulations, terms and conditions now existing in relation to the Cards or which may hereinafter be enacted, issued or enforced.

I confirm that I have read and understood all the above Terms and conditions

Full Name of Cardholder

Signature of Cardholder

Date

STUDENT PREPAID CARD TERMS & CONDITIONS

1. Definitions

1.1 Agent means any company or individual appointed and authorized by Family Bank to sell, reload and/or replace Cards.

1.2 ATM means an automatic teller machine or terminal for effecting cash withdrawals at which the Card may be used for the purpose of withdrawing Funds.

1.3 Card means the Family Bank Prepaid card issued by Family Bank to the Cardholder.

1.4 Cardholder means such person to whom the Card has been issued by Family Bank pursuant to an application by such person.

1.5 Principle Card holder is the customer requesting for the Student card who has been vetted by the Bank and the Bank has maintained their information.

1.5 Funds means the amount of monies loaded onto the Card by the Cardholder less any amounts previously spent and any applicable fees charges, conversion fees, and other expenses incurred in connection with the use or possession of the Card.

1.6 Family Bank Means Family Bank Limited, including but not limited to its successors in title and assigns and having its registered office at Family Bank Towers, Muindi Mbingu Street P. O. Box 74145-00200, Nairobi, Kenya.

1.7 Merchant shall mean any person who owns or manages or operates a Merchant Establishment.

1.8 Merchant Establishments shall mean establishments which honor the Cards.

1.9 PIN means the Personal Identification Number as provided to the Principal Cardholder's mobile number by Family Bank.

1.10 POS Terminal shall mean point of sale electronic terminals at Merchant Establishments whether in Kenya or overseas, capable of processing Transactions Shared Network shall mean ATMs which are not owned by Family Bank but which accept Cards issued by Family Bank.

1.11 Transactions shall mean cash withdrawals from ATMs, POS Terminals and/or any purchases made over the internet or at Merchant Establishments using the Card.

2. Introduction

2.1 This is Family Bank's student card available in Kenya Shillings and is issued to students below 18 years as a supplementary card feeding off the parent's card (Main/Principal Cardholder).

2.2 The issuance of the Card is subject to the Principal Cardholder complying with the applicable laws, rules, regulations and directions as issued by Family Bank, the Central Bank of Kenya or any other appropriate authority under any law in force from time to time. Family Bank may, in its sole and absolute discretion, refuse issuance of a Card or cancel an issued Card without notice if satisfactory Know-Your-Customer (KYC)

and Anti- Money Laundering (AML) laws and prudential guidelines are not met or if it has reason or suspicion to believe that the Cardholder has violated or intends to violate any exchange regulations or uses/will use the Card for money laundering purposes.

2.3 The Cardholder shall be required to complete and submit a duly signed application form as required by Family Bank from time to time and further, to submit all such documents indicating relationship to the supplementary card as may be necessary or required.

2.4 Upon purchase of the Card, the Cardholder can request any Family Bank branch or a Family Bank Agent to load a certain amount of Funds (subject to restrictions on minimum and maximum amount loadable as determined by Family Bank at its sole discretion from time to time).

2.4 The Card, as may be issued by Family Bank to an applicant, is the property of Family Bank and is not transferable.

3. Features of Student Card

3.1 The Card is targeted for students aged below 18 years.

3.2 The main/principal Cardholder in this case the parents/guardians will top up the card once topped up the student will then make payments for small value items, pay for tuition and for general up-keep.

3.3 The principal cardholder & supplementary cardholder can only load up to a limit of KES 250,000. The supplementary card limit cannot exceed the principle cardholder's limit.

3.4 Normal ATM withdrawal charges apply.

3.5 Management of the card is done via Mobile Banking App (Pesapap) or at any Family Bank Branch, Contact Centre or at Family Bank Agent. The Principal card holder will also receive SMS alerts on transactions done by the Supplementary card holder.

3.6 The Card can be loaded via Mpesa Paybill, Over the Counter, Pesapap and Family Bank Agent

3.7 With every amount loaded, a transaction confirmation alert is generated and sent to the Principal Cardholder.

4. Precept of Student Card

4.1 It is the responsibility of the Customer to provide correct information to the Bank through the use of the Card Service or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

4.2 The Bank will issue a maximum of three Supplementary cards (under one Principal Card Holder. A fourth will only be issued if any of the three cards is deactivated.

4.3 The Bank has the right to ask the Cardholder to specify the use of the card.

4.4 The Cardholder shall maintain the confidentiality, safety and security of the Card's PIN and Card information.

4.5 Family Bank reserves the right to limit the amount of Funds that may be used, loaded or reloaded into the Card for effecting any Transaction per day or over a specified period or restrict the number of Transactions that may be effected through use of the Card.

4.6 In event the Cardholder wishes to reload the Card, Family Bank reserves the right to decline a reload transaction at its sole discretion. The Funds shall be reloaded in same currency in which the Card was originally issued.

4.7 The Cardholder shall further bear all losses resulting from the use of the Additional or Supplementary Card by any third party using the card on behalf of or under instructions of the primary Cardholder and such liability continues until notification is done to Family Bank.

4.8 The Principal cardholder shall be required to provide proof of relationship with Supplementary Cardholder for individuals under the age of 18 years.

4.9 The Principal cardholder and the additional cardholder shall be jointly and severally liable to pay all amounts arising from losses incurred by the Bank in connection with the use of the additional card or breach of this agreement. All such costs shall be debited to the Principal cardholder's account.

4.10 The Bank shall cancel any additional card at any time upon verbal or written request by the principal cardholder and upon the return or surrender of such additional card to the Bank. Where the request has been made verbally, written request should follow. The supplementary cardholder must not use or attempt to use the card after any notification of cancellation or withdrawal has been given.

4.11 As the Principal cardholder you must specify the limit amount to be assigned to the Supplementary Cardholder which must not exceed the Principal cardholder's card balance.

5. Use of the Card

5.1 The Card may be used to access Funds at any ATM worldwide that accepts VISA Cards or such other cards as Family Bank may advise.

5.2 The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other accounts of the Cardholder. The Card is not a credit card.

5.3 The Cardholder may also use the Card to pay for charges incurred at Merchant Establishments. Family Bank and Merchant Establishments reserve the right at any time to refuse to permit the use of the Card at the Merchant Establishment.

5.4 In event there are insufficient Funds to honor the requested Transaction, the Transaction will not be honored.

5.5 The Cardholder may surrender the Card, along with copy of the Cardholder's passport/identity card, at any point in time and obtain a refund of the balance of the Funds by completing the refund form as prescribed by Family Bank. The refund shall be made in the currency loaded in the Card or the equivalent in any other currency at Family Bank's sole discretion.

5.6 Use of the Card for any unlawful transaction or at any unauthorized location or for any purpose other than as stated under these terms and conditions is strictly prohibited and may result in cancellation of the Card by Family Bank.

5.7 Family Bank shall not be liable for any losses that are not attributed to it arising from any use of the card by the Cardholder.

5.8 The Bank shall notify the Card Holder by issuing a thirty (30) day notice before discontinuation of any of the Prepaid Card services offered to the Card Holder. The Customer shall be required to acquaint himself/herself with the process of using the Prepaid Card and that he/she shall be responsible for any error made while using the Card.

i) The Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the Card are at its sole discretion.

ii) The instructions of the Customer shall be effected only after authentication under his/her USER ID and MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.

iii) While it shall be the endeavor of the Bank to carry out the instructions received from the Customers promptly, it shall not be responsible for the delay/ failure in carrying out the instructions due to any reasons whatsoever including failure of operational system.

6. Accuracy of Information

It is the responsibility of the Customer to provide correct information to the Bank through the use of the Card Service or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

7. Additional or Supplementary card

i) The Bank will issue a maximum of three Supplementary cards (three supplementary cards and the Principal Card holder's card). A fourth will only be issued if any of the three cards is deactivated.

ii) The Bank may issue a card (hereinafter referred to as additional cards) for use by any person nominated by principal cardholder in writing (additional cardholder) as an authorized user on the principal cardholder's card account upon the written agreement of such persons to be bound by the terms of this agreement.

iii) The Principal cardholder and the additional cardholder shall be jointly and severally liable to pay all amounts arising from losses incurred by the Bank in connection with the use of the additional card or breach of this agreement. All such costs shall be debited to the Principal cardholder's account.

iv) The Bank shall cancel any additional card at any time upon verbal or written request by the principal cardholder and upon the return or surrender of such additional card to the Bank. Where the request has been made verbally, written request should follow. The supplementary cardholder must not use or attempt to use the card after any notification of cancellation or withdrawal has been given.

8. Internet Transactions

8.1 The Card can be used over the Internet and the Cardholder will assume all risks associated with such Transactions.

8.2 Notwithstanding anything written herein to the contrary, the Customer acknowledges and agrees that the Bank will not be liable for any fraudulent use of the Card that may not be attributed to it, and that may result in losses or damages, whether indirect, incidental, special or consequential, in profits, goods or services.

9. Security of the Card and PIN

9.1 To enable the Cardholder use the Card, Family Bank will issue the Cardholder with a PIN enclosed with the Card. In case of a re-dispatch request of PIN, unless otherwise determined by Family Bank as to the mode of delivery of the PIN, the PIN shall be mailed to the Cardholder (at such address as has been specified in the application form for the Card) in a sealed envelope.

9.2 The Principal Cardholder shall forthwith notify Family Bank of any change in his/her address for communication as stated in the application form for the Card. The responsibility shall be solely of the Principal Cardholder to ensure that Family Bank has been informed of the correct address for communication, and Family Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Cardholder.

9.3 The PIN (as originally provided or which is subsequently changed), by its usage together with the Card and the transactions or instructions issued pursuant thereto, are deemed to be Transactions conducted or instructions given by the Cardholder.

9.4 The Principal Cardholder shall maintain the confidentiality, safety and security of the Card's PIN and Card information.

9.5 Failure to observe confidentiality, safety or security of the PIN shall result in the Principal Cardholder incurring liability on the Card or use of the PIN. The Cardholder agrees that the security of the Card and PIN is the Cardholder's sole responsibility.

10. Limits on Use and Reloading of the Card

10.1 Family Bank reserves the right to limit the amount of Funds that may be used, loaded or reloaded into the Card for effecting any Transaction per day or over a specified period or restrict the number of Transactions that may be effected through use of the Card.

10.2 The Card limit for amounts loaded by the Cardholder shall be a maximum of KES. 1,000,000.00. For all Supplementary cards assigned to the primary cardholder. i.e. KES. 250,000 each.

10.3 In event the Cardholder wishes to reload the Card, Family Bank reserves the right to decline a reload transaction at its sole discretion. The Funds shall be reloaded in same currency in which the Card was originally issued.

11. Lost or Stolen Card or PIN

11.1 The Cardholder shall inform Family Bank at the Family Bank Call Centre immediately if the Cardholder believes that the Card or PIN has been misused, lost or stolen or the PIN has become known to any person and the Cardholder believes that such person may misuse the same.

11.2 On receipt of intimation from the Cardholder, Family Bank will attempt to block the conduct of further Transactions requested through the use of the Card and attempt to prevent the further use of the lost, stolen or damaged Card(s). Family Bank will assist the Cardholder in replacing the lost, stolen or damaged Card. The Cardholder shall pay replacement charges for the Card as directed by Family Bank.

11.3 After blocking or cancellation of a Card and the PIN, the Card cannot be used by the

Cardholder again and no refund shall be allowed on the Card. However, upon replacement of the Card, the Cardholder may request Family Bank to transfer the balance on the blocked or cancelled Card to the new card subject to other provisions hereof.

12. Liability on Unauthorized Transactions

12.1 The Cardholder shall bear all losses resulting from the use of the Card which also includes the situations where purportedly unauthorized transactions have been effected through the use of the Card and/or the PIN or situations where purportedly misuse, loss and/or theft of the Card and/ or the PIN has occurred, and such liability continues until:- (i) notification to Family Bank of such unauthorized transactions or the stolen or misplaced Card and/or PIN and (ii) Family Bank blocking the further use of the Card and/or the PIN successfully.

12.2 The Cardholder shall further bear all losses resulting from the use of the Additional or Supplementary Card by any third party using the card on behalf of or under instructions of the primary Cardholder and such liability continues until:- (i) notification to Family Bank of such unauthorized transactions or the stolen or misplaced Card and/or PIN and (ii) Family Bank blocking the further use of the Card and/or the PIN successfully.

13. No Representation

13.1 Family Bank does not make any representation and/or warranty to the Cardholder (or any person claiming by or under the Cardholder) or otherwise assure the Cardholder (or any person claiming by or under the Cardholder)) as to the services and benefits we provide for use of the Cards or the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/ proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/services, non-delivery of goods/services, or receipt of defective/sub-standard goods/ services by use of the Card with/at any person including the Merchant Establishment/s.

13.2 Disputes or claims in connection with the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/ services, non-delivery of goods/services, or receipt of defective/sub-standard goods/services by use of the Card with/at any person including the Merchant Establishment/s must be mutually resolved by the Cardholder (or any person claiming by or under the Cardholder) with such person/ Merchant Establishments without reference to Family Bank.

14. Exclusion of Liability

14.1 Family Bank shall be under no liability whatsoever to the Cardholder in respect of all actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses whatsoever that may not be attributed to it and arising out of:-

i) any use of the Card and/or PIN;

ii) the refusal by any person or Merchant Establishments in honouring or accepting the Card;

iii) any ATMs/ POS terminals that malfunctions or is otherwise out of order, and whether resulting in such terminal not accepting the Card and/or PIN or otherwise;

iv) any statement made by any person requesting to surrender/cancellation of the Card or any act performed by any person in conjunction thereto;

- v) handing over of the Card by the Cardholder to a person other than the designated employees of Family Bank at Family Bank's premises;
- vi) the exercise by Family Bank of its right to demand and procure the surrender of the Card prior to the expiry date stated on its face, whether such demand and surrender is made and/or procured by Family Bank or by any other person or ATMs/POS terminals;
- vii) the exercise by Family Bank of its right to terminate any Card;
- viii) the re-possession/cancellation of the Card and/or request for its return;
- ix) any misstatement, misrepresentation, error or omission in any details disclosed to the
- x) Cardholder by Family Bank or its staff;
- xi) decline of processing of the Card and/or PIN due to such Card exceeding foreign exchange entitlements as prescribed by applicable law, rules or regulations in force from time to time or on Family Bank becoming aware of the Cardholder exceeding entitlements;
- xii) In the event a demand or claim for settlement of outstanding dues/funds received in excess of the Funds from the Cardholder is made either by Family Bank or any person acting on behalf of Family Bank;
- xiii) communication sent by any means of communication including by facsimile machines, Internet, ATMs POS terminals, payment systems, or any other method over public and/or private lines that may not be encrypted, and which may involve the risk of possible unauthorized alteration and/or unauthorized use of
- xiv) communication; or
- xv) upon terminating, suspending, blocking or declining of the use of the Card and/or access to the Funds, inter alia, when it becomes necessary to determine whether any person is rightfully entitled to receive the Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

Family Bank shall not waive the exclusion of liability in the event the Cardholder quantifies any claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses that may directly be attributed to the Bank.

15. Compliance with Applicable Laws, Rules and Regulations

- 15.1 The Card may be used outside Kenya, subject to applicable laws, rules and regulations in force from time to time in Kenya and subject to such restrictions/ limitations under the applicable laws, rules and regulations from time to time in the country where the Card is used. The Cardholder shall be solely responsible to the concerned authorities in event of any violation of the applicable laws, rules and regulations in force from time to time.
- 15.2 Family Bank will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by Cardholder with the applicable laws, rules and regulations in force from time to time in relation to use of the Card.

16. Use of Card on Shared Networks

- 16.1 The Card enables the Cardholder to obtain the Funds in cash by withdrawal from ATMs and/or ascertain information as to the balance on the Card at ATMs/POS terminals (whether of Family Bank or a Shared Network) or make payments at Merchant Establishments through POS Terminals.
- 16.2 Cash withdrawn at an ATM outside Kenya with the Card shall be in a currency as permitted by the Shared Network which owns/operates the ATM at which the withdrawals are made. Family Bank shall debit from the Cardholder's Funds, the equivalent in the currency in which the Cardholder's Funds is held, any additional processing charges, conversion charges or any other fees chargeable in connection with such Shared Network Transactions.

17. Suspension and Cancellation of Cards

- 17.1 Family Bank reserves the right to terminate / suspend / block/ decline the usage of the Card/access to the Funds, temporarily or permanently, upon the occurrence of any of the following events:
 - i) failure to adhere to or comply with terms and conditions herein;
 - ii) an event of default under any agreement or commitment (contingent or otherwise) or the like entered into with Family Bank or its group companies;
 - iii) the Cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings of a similar nature;
 - iv) demise of the Cardholder;
 - v) when it becomes necessary to determine whether any person is rightfully entitled to receive the Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.
- 17.2 Notwithstanding anything contained herein, Family Bank may, at any time, without giving notice or reason, withdraw, suspend or terminate the use of the Card by the Cardholder. The Cardholder undertakes to return the Card to Family Bank immediately upon request.
- 17.3 Notwithstanding such suspension or termination, the Cardholder shall continue to be bound by these terms and conditions to the extent they relate to any obligations or liabilities of the Cardholder that remain to be performed or discharged.
- 17.4 In case the Card is cancelled (or its use suspended), whether on

account of noncompliance with the applicable laws, rules and regulations in force from time to time or otherwise, Family Bank will not be responsible for any use/ attempted use of the Card, resulting in the Card being dishonored or otherwise. The risk of honoring of a Card that is cancelled (and/or suspended) on its presentment is on the person or Cardholder.

18. Errors, Questions or Complaints

- 18.1 The Cardholder may call Family Bank Call Center in event of any queries or complaints in connection with the Card. Alternatively, the Cardholder may email Family Bank at the applicable email address. Further, in case of complaints, the Cardholder should provide sufficient and correct details in writing to Family Bank in order to enable Family Bank to investigate and respond on the complaint or query appropriately.
- 18.2 The following information will require being provided in such correspondence:
 - i) Name, address and Card number of the Cardholder.
 - ii) A detailed description of the transaction and/or the complaint (including the date of the transaction and the location of the ATM/Merchant Establishment) and the basis or reason for the Cardholder to dispute the Transaction or raise a query or complaint; and
 - iii) The Transaction amount.
 - iv) In case any further information/document is required by Family Bank for investigation or resolution of the matter, the Cardholder hereby agrees to provide the same. Where an inquiry is not settled to the satisfaction of the Cardholder, Family Bank may advise the Cardholder in writing or otherwise of the results of its investigation and/or the manner of resolution, if any, of the complaint.

19. Refunds and Claims

- 19.1 All payments made on the Card with the PIN, whether with the consent of the Cardholder or not, are final and cannot be reversed. Should a Cardholder dispute a transaction made on the Card, provided that it was not lost, stolen or misused by someone who obtained the Card due to the Cardholder's negligence, then a dispute period of 30 days from the date of the Transaction is available to the Cardholder to initiate any dispute with the Bank after which the Transaction shall be considered valid and undisputed.
- 19.2 Once a dispute is raised by the Cardholder, Family Bank shall undertake independent investigations. Before the investigations are over, the Cardholder shall have no refund or charge-back rights for such disputed Transactions even if not authorized by the Cardholder. After completing investigations into the disputed Transactions, Family Bank reserves the right to settle the dispute as it deems fit, including but not limited to refunding the charges of a Transaction or incorrect debit to the Card, and if the Cardholder is still aggrieved, the Cardholder may refer the dispute to arbitration.

20. Costs, Charges and Fees

- 20.1 The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the Card can be deducted automatically from the Cardholder's Funds. Such costs, charges and fees are subject to change by Family Bank from time to time.
- 20.2 Any statutory levy including duties or taxes payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed on/recovered/sought to be recovered from Family Bank (either directly or indirectly), such statutory levy shall be deducted from the Funds and/or recovered directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardholder with Family Bank.
- 20.3 Family Bank may change the applicable costs, charges and fees in relation to the Cards and changes will be implemented at least 30 days after we notify the Cardholder.
- 20.4 The customer can refer to our tariff guide to get the card fees which is in the website and also displayed in the branches.

21. Indemnity

- 21.1 In consideration of Family Bank providing the Cardholder with the Card, the Cardholder hereby agrees to indemnify and keep Family Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs (including legal costs), charges and expenses whatsoever which Family Bank may at any time incur, sustain, suffer or be put to account as a consequence of or by reason of or arising out of loss, fraud, use or misuse of the Card by the Cardholder.
- 21.2 The Cardholder hereby indemnifies and agrees to hold Family Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with all the applicable laws, rules and regulations in relation to the Card in force from time to time.

22. Customer Confidentiality

The Bank shall not at any time during or after the termination of this agreement use or disclose to any third party any confidential information or any information concerning or relation to products, customers service, operations and business activities of the customer.

23. Use of Customer Information

- 23.1 Family Bank reserves the right to use the information provided by the Cardholder on his/her application for surveys and for marketing activities

carried out by Family Bank/affiliates. Family Bank may use this information to develop mailing lists that may be used by companies with whom Family Bank shall work with to develop, among others, marketing offers for the Cardholders.

23.2 The Cardholder hereby authorizes Family Bank and its Agents to exchange, share or part with all the information relating to the Cardholder's details and payment history information and all information pertaining to the Card to other Family Bank group companies /banks / financial institutions / credit bureaus / agencies / statutory bodies as may be required and undertakes not to hold Family Bank Ltd/all other group companies of Family Bank Group and their Agents liable for use of the aforesaid information.

23.3 The Bank shall comply with the data protection and privacy laws of Kenya and will be legally responsible for any personal data that is collected or otherwise processed.

24. Severability and Waiver

Each of the provisions of these terms and conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way. No act, delay or omission by Family Bank shall affect its rights, powers and remedies under the terms and conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these terms and conditions are cumulative and not exclusive of other rights and remedies provided by law.

25. Right of Set-off

In addition to the general right to set off or other right conferred by law or under any other agreement, Family Bank may, without notice, combine or consolidate the balance on the Card with any other account(s) which the Cardholder maintains with Family Bank and its group companies, and set-off or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Cardholder's liability to Family Bank under his/her Card.

26. Funds in expired Cards

26.1 Any residual balance in expired cards will be forfeited if unclaimed after 24 months after the expiry of the Card.

26.2 Any amounts due for submission to the Unclaimed Financial Assets Act 2011 & Regulations will be forwarded to the Authority within the stipulated statutory timelines.

27. Dispute Resolution

27.1 The parties herein shall, in the first instance, use their best endeavours to resolve any dispute within 5 (five) working days of the dispute having been referred.

27.2 In the event that the parties attempt, but fail to solve a dispute pursuant to their good faith efforts, then such dispute shall be submitted to alternative dispute resolution including mediation and/or arbitration. The place of arbitration shall be Nairobi, Kenya and the procedure shall be subject to the rules of the Chartered Institute of Arbitrators (Kenya Branch) with all proceedings being conducted in the English Language.

27.3 Nothing shall preclude either party from obtaining interim relief on an urgent basis from a court of competent jurisdiction. The decision in arbitration proceedings shall be final and binding on the Parties.

28. Governing Law

The laws of Kenya govern these terms and conditions as also the use of the Card by the Cardholder subject however to the Cardholder being subject to applicable laws, rules, and regulations of Kenya or such other country where the Card has been used. The Parties hereby agree that any claim, legal action or proceedings arising out of these terms and conditions for the Card instituted by the Cardholder (and/or any persons claiming through or under the Cardholder) shall be brought in the courts or tribunals at Nairobi in Kenya and the Parties shall irrevocably submit themselves to the jurisdiction of such courts and tribunals.

29. Variation of Terms and Conditions

29.1 Family Bank reserves the right to vary or change at any time, these Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing minimum balances, charges or rates and methods of calculation.

29.2 The Bank shall notify the Card Holder by issuing a thirty (30) day notice before any changes are made and effected to the terms and conditions contained herein.

30. Acceptance

By applying for and using the Family Bank Cards, I unconditionally agree to be bound by the laws, rules, regulations, terms and conditions now existing in relation to the Cards or which may hereinafter be enacted, issued or enforced.

I confirm that I have read and understood all the above Terms and conditions
Full Name of Cardholder

Signature of Cardholder

Date

1. Definitions

1.1 Agent means any company or individual appointed and authorized by Family Bank to sell, reload and/or replace Cards.

1.2 ATM means an automatic teller machine or terminal for effecting cash withdrawals at which the Card may be used for the purpose of withdrawing Funds.

1.3 Card means the Family Bank Prepaid card issued by Family Bank to the Cardholder.

1.4 Cardholder means such person to whom the Card has been issued by Family Bank pursuant to an application by such person.

1.5 Funds means the amount of monies loaded onto the Card by the Cardholder less any amounts previously spent and any applicable fees charges, conversion fees, and other expenses incurred in connection with the use or possession of the Card.

1.6 Family Bank Means Family Bank Limited, including but not limited to its successors in title and assigns and having its registered office at Family Bank Towers, Muindi Mbingu Street P. O. Box 74145-00200, Nairobi, Kenya.

1.7 Merchant shall mean any person who owns or manages or operates a Merchant Establishment.

1.8 Merchant Establishments shall mean establishments which honor the Cards.

1.9 PIN means the Personal Identification Number as provided to the Cardholder by Family Bank.

1.10 POS Terminal shall mean point of sale electronic terminals at Merchant Establishments whether in Kenya or overseas, capable of processing Transactions.

Shared Network shall mean ATMs which are not owned by Family Bank but which accept Cards issued by Family Bank.

1.11 Transactions shall mean cash withdrawals from ATMs, POS Terminals and/or any purchases made over the internet or at Merchant Establishments using the Card.

2. Introduction

2.1 This is Family Bank's youth card available in Kenya Shillings and is issued to Tertiary institutions for everyday spend by the registered students.

2.2 The issuance of the Card is subject to the Cardholder complying with the applicable laws, rules, regulations and directions as issued by Family Bank, the Central Bank of Kenya or any other appropriate authority under any law in force from time to time. Family Bank may, in its sole and absolute discretion, refuse issuance of a Card or cancel an issued Card without notice if satisfactory Know-Your-Customer (KYC) and Anti-Money Laundering laws and prudential guidelines are not met or if it has reason or suspicion to believe that the Cardholder has violated or intends to violate any exchange regulations or uses/will use the Card for money laundering purposes.

2.3 The Cardholder shall be required to complete and submit a duly signed application form as required by Family Bank from time to time and further, to submit all such documents as may be necessary or required.

2.3 Upon purchase of the Card, the Cardholder can request any Family Bank branch or a Family Bank Agent to load a certain amount of Funds (subject to restrictions on minimum and maximum amount loadable as determined by Family Bank at its sole discretion from time to time).

2.4 The Card, as may be issued by Family Bank to an applicant, is the property of Family Bank and is not transferable.

3. Features of Youth Card

3.1 The Card is targeted for youth aged between 18 years and 25 years.

3.2 The Card is suitable for making POS and online payments.

3.3 The Cardholder can only load up to a limit of KES 1,000,000

3.4 Normal ATM withdrawal charges apply.

3.5 Management of the card is done via Mobile Banking App (Pesapap) or at any Family Bank Branch, Contact Centre or at Family Bank Agent.

3.6 The Card can be loaded via Mpesa Paybill, Over the Counter, Pesapap and Family Bank Agent

3.7 With every amount loaded, a transaction confirmation alert is generated and sent to the Cardholder.

4. Precept of Youth Card

- 4.1 It is the responsibility of the Customer to provide correct information to the Bank through the use of the Card Service or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.
- 4.2 The Bank will issue a maximum of three cards (principal card and two supplementary cards). A fourth will only be issued if any of the three cards is deactivated.
- 4.3 The Bank has the right to ask the Cardholder to specify the use of the card.
- 4.4 The Cardholder shall maintain the confidentiality, safety and security of the Card's PIN and Card information.
- 4.5 Family Bank reserves the right to limit the amount of Funds that may be used, loaded or reloaded into the Card for effecting any Transaction per day or over a specified period or restrict the number of Transactions that may be effected through use of the Card.
- 4.6 In event the Cardholder wishes to reload the Card, Family Bank reserves the right to decline a reload transaction at its sole discretion. The Funds shall be reloaded in same currency in which the Card was originally issued.

5. Use of the Card

- 5.1 The Card may be used to access Funds at any ATM worldwide that accepts VISA Cards or such other cards as Family Bank may advise.
- 5.2 The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other accounts of the Cardholder. The Card is not a credit card.
- 5.3 The Cardholder may also use the Card to pay for charges incurred at Merchant Establishments. Family Bank and Merchant Establishments reserve the right at any time to refuse to permit the use of the Card at the Merchant Establishment.
- 5.4 In event there are insufficient Funds to honor the requested Transaction, the Transaction will not be honored.
- 5.5 The Cardholder may surrender the Card, along with copy of the Cardholder's passport/identity card, at any point in time and obtain a refund of the balance of the Funds by completing the refund form as prescribed by Family Bank. The refund shall be made in the currency loaded in the Card or the equivalent in any other currency at Family Bank's sole discretion.
- 5.6 Use of the Card for any unlawful transaction or at any unauthorized location or for any purpose other than as stated under these terms and conditions is strictly prohibited and may result in cancellation of the Card by Family Bank.
- 5.7 Family Bank shall not be liable for any losses that are not attributed to it arising from any use of the card by the Cardholder.
- 5.8 The Bank shall notify the Card Holder by issuing a thirty (30) day notice before discontinuation of any of the Prepaid Card services offered to the Card Holder. The Customer shall be required to acquaint himself/herself with the process of using the Prepaid Card and that he/she shall be responsible for any error made while using the Card.
- i) The Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the Card are at its sole discretion.
- ii) The instructions of the Customer shall be effected only after authentication under his/her USER ID and MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.
- III) While it shall be the endeavor of the Bank to carry out the instructions received from the Customers promptly, it shall not be responsible for the delay/ failure in carrying out the instructions due to any reasons whatsoever including failure of operational system.

6. Accuracy of Information

It is the responsibility of the Customer to provide correct information to the Bank through the use of the Card Service or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

7. Additional or Supplementary card

- i) The Bank will issue a maximum of three cards (principal card and two supplementary cards). A fourth will only be issued if any of the three cards is deactivated.
- ii) The Bank may issue a card (hereinafter referred to as additional cards) for use by any person nominated by principal cardholder in writing (additional cardholder) as an authorized user on the principal cardholder's card account upon the written agreement of such persons to be bound by the terms of this agreement.
- iii) The Principal cardholder and the additional cardholder shall be jointly and severally liable to pay all amounts arising from losses incurred by

the Bank in connection with the use of the additional card or breach of this agreement. All such costs shall be debited to the Principal cardholder's account.

- iv) The Bank shall cancel any additional card at any time upon verbal or written request by the principal cardholder and upon the return or surrender of such additional card to the Bank. Where the request has been made verbally, written request should follow. The supplementary cardholder must not use or attempt to use the card after any notification of cancellation or withdrawal has been given.

8. Internet Transactions

- 8.1 The Card can be used over the Internet and the Cardholder will assume all risks associated with such Transactions.
- 8.2 Notwithstanding anything written herein to the contrary, the Customer acknowledges and agrees that the Bank will not be liable for any fraudulent use of the Card that may not be attributed to it, and that may result in losses or damages, whether indirect, incidental, special or consequential, in profits, goods or services.

9. Security of the Card and PIN

- 9.1 To enable the Cardholder use the Card, Family Bank will issue the Cardholder with a PIN enclosed with the Card. In case of a re-dispatch request of PIN, unless otherwise determined by Family Bank as to the mode of delivery of the PIN, the PIN shall be mailed to the Cardholder (at such address as has been specified in the application form for the Card) in a sealed envelope.
- 9.2 The Cardholder shall forthwith notify Family Bank of any change in his/her address for communication as stated in the application form for the Card. The responsibility shall be solely of the Cardholder to ensure that Family Bank has been informed of the correct address for communication, and Family Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Cardholder.
- 9.3 The PIN (as originally provided or which is subsequently changed), by its usage together with the Card and the transactions or instructions issued pursuant thereto, are deemed to be Transactions conducted or instructions given by the Cardholder.
- 9.4 The Cardholder shall maintain the confidentiality, safety and security of the Card's PIN and Card information.
- 9.5 Failure to observe confidentiality, safety or security of the PIN shall result in the Cardholder incurring liability on the Card or use of the PIN. The Cardholder agrees that the security of the Card and PIN is the Cardholder's sole responsibility.

10. Limits on Use and Reloading of the Card

- 10.1 Family Bank reserves the right to limit the amount of Funds that may be used, loaded or reloaded into the Card for effecting any Transaction per day or over a specified period or restrict the number of Transactions that may be effected through use of the Card.
- 10.2 The Card limit for amounts loaded by the Cardholder shall be a maximum of KES. 1,000,000.00
- 10.3 In event the Cardholder wishes to reload the Card, Family Bank reserves the right to decline a reload transaction at its sole discretion. The Funds shall be reloaded in same currency in which the Card was originally issued.

11. Lost or Stolen Card or PIN

- 11.1 The Cardholder shall inform Family Bank at the Family Bank Call Centre immediately if the Cardholder believes that the Card or PIN has been misused, lost or stolen or the PIN has become known to any person and the Cardholder believes that such person may misuse the same.
- 11.2 On receipt of intimation from the Cardholder, Family Bank will attempt to block the conduct of further Transactions requested through the use of the Card and attempt to prevent the further use of the lost, stolen or damaged Card(s). Family Bank will assist the Cardholder in replacing the lost, stolen or damaged Card. The Cardholder shall pay replacement charges for the Card as directed by Family Bank.
- 11.3 After blocking or cancellation of a Card and the PIN, the Card cannot be used by the Cardholder again and no refund shall be allowed on the Card. However, upon replacement of the Card, the Cardholder may request Family Bank to transfer the balance on the blocked or cancelled Card to the new card subject to other provisions hereof.

12. Liability on Unauthorized Transactions

- 12.1 The Cardholder shall bear all losses resulting from the use of the Card which also includes the situations where purportedly unauthorized transactions have been effected through the use of the Card and/or the PIN or situations where purportedly misuse, loss and/or theft of the Card and/or the PIN has occurred, and such liability continues until: (i) notification to Family Bank of such unauthorized transactions or the stolen or misplaced Card and/or PIN and (ii) Family Bank blocking the further use of the Card and/or the PIN successfully.
- 12.2 The Cardholder shall further bear all losses resulting from the use of the Additional or Supplementary Card by any third party using the card on behalf of or under instructions of the primary Cardholder and such liability continues until: (i) notification to Family Bank of such unauthorized transactions or the stolen or misplaced Card and/or PIN and (ii) Family Bank blocking the further use of the Card and/or the PIN successfully.

13. No Representation

- 13.1 Family Bank does not make any representation and/or warranty to the Cardholder (or any person claiming by or under the Cardholder) or otherwise assure the Cardholder (or any person claiming by or under the Cardholder) as to the services and benefits we provide for use of the Cards or the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/ proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/services, non-delivery of goods/services, or receipt of defective/sub-standard goods/ services by use of the Card with/at any person including the Merchant Establishment/s.
- 13.2 Disputes or claims in connection with the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/ services, non-delivery of goods/services, or receipt of defective/sub-standard goods/services by use of the Card with/at any person including the Merchant Establishment/s must be mutually resolved by the Cardholder (or any person claiming by or under the Cardholder) with such person/ Merchant Establishments without reference to Family Bank.

14. Exclusion of Liability

- 14.1 Family Bank shall be under no liability whatsoever to the Cardholder in respect of all actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses whatsoever that may not be attributed to it and arising out of:-
- i) any use of the Card and/or PIN;
 - ii) the refusal by any person or Merchant Establishments in honouring or accepting the Card;
 - iii) any ATMs/ POS terminals that malfunctions or is otherwise out of order, and whether resulting in such terminal not accepting the Card and/or PIN or otherwise;
 - iv) any statement made by any person requesting to surrender/cancellation of the Card or any act performed by any person in conjunction thereto;
 - v) handing over of the Card by the Cardholder to a person other than the designated employees of Family Bank at Family Bank's premises;
 - vi) the exercise by Family Bank of its right to demand and procure the surrender of the Card prior to the expiry date stated on its face, whether such demand and surrender is made and/or procured by Family Bank or by any other person or ATMs/POS terminals;
 - vii) the exercise by Family Bank of its right to terminate any Card;
 - viii) the re-possession/cancellation of the Card and/or request for its return;
 - ix) any misstatement, misrepresentation, error or omission in any details disclosed to the
 - x) Cardholder by Family Bank or its staff;
 - xi) decline of processing of the Card and/or PIN due to such Card exceeding foreign exchange entitlements as prescribed by applicable law, rules or regulations in force from time to time or on Family Bank becoming aware of the Cardholder exceeding entitlements;
 - xii) in the event a demand or claim for settlement of outstanding dues/funds received in excess of the Funds from the Cardholder is made either by Family Bank or any person acting on behalf of Family Bank;
 - xiii) communication sent by any means of communication including by facsimile machines, Internet, ATMs POS terminals, payment systems, or any other method over public and/or private lines that may not be encrypted, and which may involve the risk of possible unauthorized alteration and/or unauthorized use of
 - xiv) communication; or
 - xv) upon terminating, suspending, blocking or declining of the use of the Card and/or access to the Funds, inter alia, when it becomes necessary to determine whether any person is rightfully entitled to receive the Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

Family Bank shall not waive the exclusion of liability in the event the Cardholder quantifies any claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses that may directly be attributed to the Bank.

15. Compliance with Applicable Laws, Rules and Regulations

- 15.1 The Card may be used outside Kenya, subject to applicable laws, rules and regulations in force from time to time in Kenya and subject to such restrictions/ limitations under the applicable laws, rules and regulations from time to time in the country where the Card is used. The Cardholder shall be solely responsible to the concerned authorities in event of any violation of the applicable laws, rules and regulations in force from time to time.
- 15.2 Family Bank will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by

Cardholder with the applicable laws, rules and regulations in force from time to time in relation to use of the Card.

16. Use of Card on Shared Networks

- 16.1 The Card enables the Cardholder to obtain the Funds in cash by withdrawal from ATMs and/or ascertain information as to the balance on the Card at ATMs/POS terminals (whether of Family Bank or a Shared Network) or make payments at Merchant Establishments through POS Terminals.
- 16.2 Cash withdrawn at an ATM outside Kenya with the Card shall be in a currency as permitted by the Shared Network which owns/operates the ATM at which the withdrawals are made. Family Bank shall debit from the Cardholder's Funds, the equivalent in the currency in which the Cardholder's Funds is held, any additional processing charges, conversion charges or any other fees chargeable in connection with such Shared Network Transactions.

17. Suspension and Cancellation of Cards

- 17.1 Family Bank reserves the right to terminate /suspend /block / decline the usage of the Card/access to the Funds, temporarily or permanently, upon the occurrence of any of the following events:
- i) Failure to adhere to or comply with terms and conditions herein;
 - ii) An event of default under any agreement or commitment (contingent or otherwise) or the like entered into with Family Bank or its group companies;
 - iii) The Cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings of a similar nature;
 - iv) Demise of the Cardholder,
 - v) When it becomes necessary to determine whether any person is rightfully entitled to receive the Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.
- 17.2 Notwithstanding anything contained herein, Family Bank may, at any time, without giving notice or reason, withdraw, suspend or terminate the use of the Card by the Cardholder. The Cardholder undertakes to return the Card to Family Bank immediately upon request.
- 17.3 Notwithstanding such suspension or termination, the Cardholder shall continue to be bound by these terms and conditions to the extent they relate to any obligations or liabilities of the Cardholder that remain to be performed or discharged.
- 17.4 In case the Card is cancelled (or its use suspended), whether on account of noncompliance with the applicable laws, rules and regulations in force from time to time or otherwise, Family Bank will not be responsible for any use/ attempted use of the Card, resulting in the Card being dishonored or otherwise. The risk of honoring of a Card that is cancelled (and/or suspended) on its presentment is on the person or Cardholder.

18. Errors, Questions or Complaints

- 18.1 The Cardholder may call Family Bank Call Center in event of any queries or complaints in connection with the Card. Alternatively, the Cardholder may email Family Bank at the applicable email address. Further, in case of complaints, the Cardholder should provide sufficient and correct details in writing to Family Bank in order to enable Family Bank to investigate and respond on the complaint or query appropriately.
- 18.2 The following information will require being provided in such correspondence:
- i) Name, address and Card number of the Cardholder.
 - ii) A detailed description of the transaction and/or the complaint (including the date of the transaction and the location of the ATM/Merchant Establishment) and the basis or reason for the Cardholder to dispute the Transaction or raise a query or complaint; and
 - iii) The Transaction amount.
 - iv) In case any further information/document is required by Family Bank for investigation or resolution of the matter, the Cardholder hereby agrees to provide the same. Where an inquiry is not settled to the satisfaction of the Cardholder, Family Bank may advise the Cardholder in writing or otherwise of the results of its investigation and/or the manner of resolution, if any, of the complaint.

19. Refunds and Claims

- 19.1 All payments made on the Card with the PIN, whether with the consent of the Cardholder or not, are final and cannot be reversed. Should a Cardholder dispute a transaction made on the Card, provided that it was not lost, stolen or misused by someone who obtained the Card due to the Cardholder's negligence, then a dispute period of 30 days from the date of the Transaction is available to the Cardholder to initiate any dispute with the Bank after which the Transaction shall be considered valid and undisputed.
- 19.2 Once a dispute is raised by the Cardholder, Family Bank shall undertake independent investigations. Before the investigations are over, the Cardholder shall have no refund or charge-back rights for such disputed Transactions even if not authorized by the Cardholder. After completing investigations into the disputed Transactions, Family Bank reserves the right to settle the dispute as it deems fit, including but not limited to refunding the charges of a Transaction or incorrect debit to the Card, and if the Cardholder is still aggrieved, the Cardholder may refer the dispute to arbitration.

20. Costs, Charges and Fees

- 20.1 The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the Card can be deducted automatically from the Cardholder's Funds. Such costs, charges and fees are subject to change by Family Bank from time to time.
- 20.2 Any statutory levy including duties or taxes payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed on/recovered/sought to be recovered from Family Bank (either directly or indirectly), such statutory levy shall be deducted from the Funds and/or recovered directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardholder with Family Bank.
- 20.3 Family Bank may change the applicable costs, charges and fees in relation to the Cards and changes will be implemented at least 30 days after we notify the Cardholder.
- 20.4 The customer can refer to our tariff guide to get the card fees which is in the website and also displayed in the branches.

21. Indemnity

- 21.1 In consideration of Family Bank providing the Cardholder with the Card, the Cardholder hereby agrees to indemnify and keep Family Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs (including legal costs), charges and expenses whatsoever which Family Bank may at any time incur, sustain, suffer or be put to account as a consequence of or by reason of or arising out of loss, fraud, use or misuse of the Card by the Cardholder.
- 21.2 The Cardholder hereby indemnifies and agrees to hold Family Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with all the applicable laws, rules and regulations in relation to the Card in force from time to time.

22. Customer Confidentiality

The Bank shall not at any time during or after the termination of this agreement use or disclose to any third party any confidential information or any information concerning or relation to products, customers service, operations and business activities of the customer.

23. Use of Customer Information

- 23.1 Family Bank reserves the right to use the information provided by the Cardholder on his/her application for surveys and for marketing activities carried out by Family Bank/affiliates. Family Bank may use this information to develop mailing lists that may be used by companies with whom Family Bank shall work with to develop, among others, marketing offers for the Cardholders.
- 23.2 The Cardholder hereby authorizes Family Bank and its Agents to exchange, share or part with all the information relating to the Cardholder's details and payment history information and all information pertaining to the Card to other Family Bank group companies/banks/financial institutions/ credit bureaus/agencies/statutory bodies as may be required and undertakes not to hold Family Bank Ltd/all other group companies of Family Bank Group and their Agents liable for use of the aforesaid information.
- 23.3 The Bank shall comply with the data protection and privacy laws of Kenya and will be legally responsible for any personal data that is collected or otherwise processed.

24. Severability and Waiver

Each of the provisions of these terms and conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way. No act, delay or omission by Family Bank shall affect its rights, powers and remedies under the terms and conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these terms and conditions are cumulative and not exclusive of other rights and remedies provided by law.

25. Right of Set-off

In addition to the general right to set off or other right conferred by law or under any other agreement, Family Bank may, without notice, combine or consolidate the balance on the Card with any other account(s) which the Cardholder maintains with Family Bank and its group companies, and set-off or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Cardholder's liability to Family Bank under his/her Card.

26. Funds in expired Cards

- 26.1 Any residual balance in expired cards will be forfeited if unclaimed after 24 months after the expiry of the Card.
- 26.2 Any amounts due for submission to the Unclaimed Financial Assets Act 2011 & Regulations will be forwarded to the Authority within the stipulated statutory timelines.

27. Dispute Resolution

- 27.1 The parties herein shall, in the first instance, use their best endeavours to resolve any dispute within 5 (five) working days of the dispute having been referred.
- 27.2 In the event that the parties attempt, but fail to solve a dispute pursuant to their good faith efforts, then such dispute shall be submitted to alternative dispute resolution including mediation and/or arbitration. The place of arbitration shall be Nairobi, Kenya and the procedure shall be subject to the rules of the Chartered Institute of Arbitrators (Kenya Branch) with all proceedings being conducted in the English Language.
- 27.3 Nothing shall preclude either party from obtaining interim relief on an urgent basis from a court of competent jurisdiction. The decision in arbitration proceedings shall be final and binding on the Parties.

28. Governing Law

The laws of Kenya govern these terms and conditions as also the use of the Card by the Cardholder subject however to the Cardholder being subject to applicable laws, rules, and regulations of Kenya or such other country where the Card has been used. The Parties hereby agree that any claim, legal action or proceedings arising out of these terms and conditions for the Card instituted by the Cardholder (and/or any persons claiming through or under the Cardholder) shall be brought in the courts or tribunals at Nairobi in Kenya and the Parties shall irrevocably submit themselves to the jurisdiction of such courts and tribunals.

29. Variation of Terms and Conditions

- 29.1 Family Bank reserves the right to vary or change at any time, these Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing minimum balances, charges or rates and methods of calculation.
- 29.2 The Bank shall notify the Card Holder by issuing a thirty (30) day notice before any changes are made and effected to the terms and conditions contained herein.

30. Acceptance

By applying for and using the Family Bank Cards, I unconditionally agree to be bound by the laws, rules, regulations, terms and conditions now existing in relation to the Cards or which may hereinafter be enacted, issued or enforced.

I confirm that I have read and understood all the above Terms and conditions

Full Name of Cardholder

Signature of Cardholder.....

Date

WHITE LABEL PREPAID CARD TERMS & CONDITIONS

1. Definitions

1.1 Agent means any company or individual appointed and authorized by Family Bank to sell, reload and/or replace Cards.

1.2 ATM means an automatic teller machine or terminal for effecting cash withdrawals at which the Card may be used for the purpose of withdrawing Funds.

1.3 Card means the Family Bank Prepaid card issued by Family Bank to the Cardholder.

1.4 The Cardholder means such person to whom the Card has been issued by Family Bank pursuant to an application by such person. This is the individual under the Corporate entity that the Bank has partnered with.

1.5 Funds means the amount of monies loaded onto the Card by the Cardholder less any amounts previously spent and any applicable fees charges, conversion fees, and other expenses incurred in connection with the use or possession of the Card.

1.6 Family Bank Means Family Bank Limited, including but not limited to its successors in title and assigns and having its registered office at Family Bank Towers, Muindi Mbingu Street P. O. Box 74145-00200, Nairobi, Kenya.

1.7 Merchant shall mean any person who owns or manages or operates a Merchant Establishment.

1.8 Merchant Establishments shall mean establishments which honor the Cards.

1.9 PIN means the Personal Identification Number as provided to the Cardholder by Family Bank.

1.10 POS Terminal shall mean point of sale electronic terminals at Merchant Establishments whether in Kenya or overseas, capable of processing Transactions.

Shared Network shall mean ATMs which are not owned by Family Bank but which accept Cards issued by Family Bank.

1.11 Transactions shall mean cash withdrawals from ATMs, POS Terminals and/or any purchases made over the internet or at Merchant Establishments using the Card.

2. Introduction

2.1 The Card is a co-branded card designed to meet the current needs of companies, members of a group or Sacco's. It is designed to reward cardholders for their patronage to our brand and is powered by Family Bank.

2.2 The issuance of the Card is subject to the relationship between the company that has partnered with Family bank and the individual (member of the institution also hereby referred to as the - Cardholder) complying with the applicable laws, rules, regulations and directions as issued by Family Bank, the Central Bank of Kenya or any other appropriate authority under any law in force from time to time. Family Bank may, in its sole and absolute discretion, refuse issuance of a Card or cancel an issued Card without notice if satisfactory Know-Your-Customer (KYC) and Anti- Money Laundering (AML) laws and prudential guidelines are not met or if it has reason or suspicion to believe that the Cardholder has violated or intends to violate any exchange regulations or uses/will use the Card for money laundering purposes.

2.3 The Cardholder shall be required to complete and submit a duly signed application form as required by Family Bank from time to time and further, to submit all such documents as may be necessary or required. The application shall be done at the institution or a member can visit any Family Bank branch to apply as stipulated in the contract.

2.3 Upon purchase of the Card, the Cardholder can request any Family Bank branch or a Family Bank Agent to load a certain amount of Funds (subject to restrictions on minimum and maximum amount loadable as determined by Family Bank at its sole discretion from time to time).

2.4 The Card, as may be issued by Family Bank to an applicant, is the property of Family Bank and is not transferable.

3. Features of White Label Card

3.1 The Card offers all the perks and benefits that the store-specific cards do i.e. discounts, shopping points, free delivery and advance notice of sales.

3.2 It is accepted both locally and internationally.

3.3 The card charges will depend on the partnership agreement.

3.4 Management of the card is done via Mobile Banking App (Pesapap) or at any Family Bank Branch, Contact Centre or at Family Bank Agent.

3.5 The Maximum limit shall be stipulated in the contract between the Corporate institution and Family Bank.

4. Precept of White Label Card

4.1 It is the responsibility of the Member card holder to provide correct information to the Bank through the use of the Card Service or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information.

4.2 The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information. the design of the card shall be discussed and approved by the Corporate institution requesting for the card and by the scheme VISA or Master Card.

4.3 The Bank has the right to ask the Cardholder to specify the use of the card.

4.4 The Cardholder shall maintain the confidentiality, safety and security of the Card's PIN and Card information.

4.5 Family Bank reserves the right to limit the amount of Funds that may be used, loaded or reloaded into the Card for effecting any Transaction per day or over a specified period or restrict the number of Transactions that may be effected through use of the Card.

4.6 In event the Cardholder wishes to reload the Card, Family Bank reserves the right to decline a reload transaction at its sole discretion. The Funds shall be reloaded in same currency in which the Card was originally issued.

5. Use of the Card

5.1 The Card may be used to access Funds at any ATM worldwide that accepts VISA Cards or such other cards as Family Bank may advise.

5.2 The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other accounts of the Cardholder. The Card is not a credit card.

5.3 The Cardholder may also use the Card to pay for charges incurred at Merchant Establishments. Family Bank and Merchant Establishments reserve the right at any time to refuse to permit the use of the Card at the Merchant Establishment.

5.4 In event there are insufficient Funds to honor the requested Transaction, the Transaction will not be honored.

5.5 The Cardholder may surrender the Card, along with copy of the Cardholder's passport/identity card, at any point in time and obtain a refund of the balance of the Funds by completing the refund form as prescribed by Family Bank. The refund shall be made in the currency loaded in the Card or the equivalent in any other currency at Family Bank's sole discretion. The request to surrender the card may be sent through the Corporate institution or the Card holder may visit a Family Bank branch.

5.6 Use of the Card for any unlawful transaction or at any unauthorized location or for any purpose other than as stated under these terms and conditions is strictly prohibited and may result in cancellation of the Card by Family Bank.

5.7 Family Bank shall not be liable for any losses that are not attributed to it arising from any use of the card by the Cardholder.

5.8 The Bank shall notify the Card Holder by issuing a thirty (30) day notice before discontinuation of any of the Prepaid Card services offered to the Card Holder. The Customer shall be required to acquaint himself/herself with the process of using the Prepaid Card and that he/she shall be responsible for any error made while using the Card.

Communication shall be made to the Corporate institution.

i) The Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the Card are at its sole discretion.

ii) The instructions of the Customer shall be effected only after authentication under his/her USER ID and MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.

iii) While it shall be the endeavor of the Bank to carry out the instructions received from the Customers promptly, it shall not be responsible for the delay/ failure in carrying out the instructions due to any reasons whatsoever including failure of operational system.

6. Accuracy of Information

It is the responsibility of the Customer to provide correct information to the Bank through the use of the Card Service or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

7. Additional or Supplementary card

White labeled card shall not be issued with a Supplementary card.

8. Internet Transactions

8.1 The Card can be used over the Internet and the Cardholder will assume all risks associated with such Transactions.

8.2 Notwithstanding anything written herein to the contrary, the Customer acknowledges and agrees that the Bank will not be liable for any fraudulent use of the Card that may not be attributed to it, and that may result in losses or damages, whether indirect, incidental, special or consequential, in profits, goods or services.

9. Security of the Card and PIN

9.1 To enable the Cardholder use the Card, Family Bank will issue the Cardholder with a PIN enclosed with the Card. In case of a re-dispatch request of PIN, unless otherwise determined by Family Bank as to the mode of delivery of the PIN, the PIN shall be mailed to the Cardholder (at such address as has been specified in the application form for the Card) in a sealed envelope.

9.2 The Cardholder shall forthwith notify Family Bank of any change in his/her address for communication as stated in the application form for the Card. The responsibility shall be solely of the Cardholder to ensure that Family Bank has been informed of the correct address for communication, and Family Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Cardholder.

9.3 The PIN (as originally provided or which is subsequently changed), by its usage together with the Card and the transactions or instructions issued pursuant thereto, are deemed to be Transactions conducted or instructions given by the Cardholder.

9.4 The Cardholder shall maintain the confidentiality, safety and security of the Card's PIN and Card information.

9.5 Failure to observe confidentiality, safety or security of the PIN shall result in the Cardholder incurring liability on the Card or use of the PIN. The Cardholder agrees that the security of the Card and PIN is the Cardholder's sole responsibility.

10. Limits on Use and Reloading of the Card

10.1 Family Bank reserves the right to limit the amount of Funds that may be used, loaded or reloaded into the Card for effecting any Transaction per day or over a specified period or restrict the number of Transactions that may be effected through use of the Card.

10.2 The Card limit for amounts loaded by the Cardholder shall guide by contract between the Corporate institution and Family Bank.

10.3 In event the Cardholder wishes to reload the Card, Family Bank reserves the right to decline a reload transaction at its sole discretion. The Funds

shall be reloaded in same currency in which the Card was originally issued.

11. Lost or Stolen Card or PIN

- 11.1 The Cardholder shall inform Family Bank at the Family Bank Call Centre immediately if the Cardholder believes that the Card or PIN has been misused, lost or stolen or the PIN has become known to any person and the Cardholder believes that such person may misuse the same.
- 11.2 On receipt of intimation from the Cardholder, Family Bank will attempt to block the conduct of further Transactions requested through the use of the Card and attempt to prevent the further use of the lost, stolen or damaged Card(s). Family Bank will assist the Cardholder in replacing the lost, stolen or damaged Card. The Cardholder shall pay replacement charges for the Card as directed by Family Bank.
- 11.3 After blocking or cancellation of a Card and the PIN, the Card cannot be used by the Cardholder again and no refund shall be allowed on the Card. However, upon replacement of the Card, the Cardholder may request Family Bank to transfer the balance on the blocked or cancelled Card to the new card subject to other provisions hereof.

12. Liability on Unauthorized Transactions

- 12.1 The Cardholder shall bear all losses resulting from the use of the Card which also includes the situations where purportedly unauthorized transactions have been effected through the use of the Card and/or the PIN or situations where purportedly misuse, loss and/or theft of the Card and/ or the PIN has occurred, and such liability continues until: (i) notification to Family Bank of such unauthorized transactions or the stolen or misplaced Card and/or PIN and (ii) Family Bank blocking the further use of the Card and/or the PIN successfully.
- 12.2 The Cardholder shall further bear all losses resulting from the use of the Additional or Supplementary Card by any third party using the card on behalf of or under instructions of the primary Cardholder and such liability continues until: (i) notification to Family Bank of such unauthorized transactions or the stolen or misplaced Card and/or PIN and (ii) Family Bank blocking the further use of the Card and/or the PIN successfully.

13. No Representation

- 13.1 Family Bank does not make any representation and/or warranty to the Cardholder (or any person claiming by or under the Cardholder) or otherwise assure the Cardholder (or any person claiming by or under the Cardholder) as to the services and benefits we provide for use of the Cards or the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/ proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/services, non-delivery of goods/services, or receipt of defective/sub-standard goods/ services by use of the Card with/at any person including the Merchant Establishment/s.
- 13.2 Disputes or claims in connection with the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/ services, non-delivery of goods/services, or receipt of defective/sub-standard goods/services by use of the Card with/at any person including the Merchant Establishment/s must be mutually resolved by the Cardholder (or any person claiming by or under the Cardholder) with such person/ Merchant Establishments without reference to Family Bank.

14. Exclusion of Liability

- 14.1 Family Bank shall be under no liability whatsoever to the Cardholder in respect of all actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses whatsoever that may not be attributed to it and arising out of: -
- i) any use of the Card and/or PIN;
 - ii) the refusal by any person or Merchant Establishments in honouring or accepting the Card;
 - iii) any ATMs/ POS terminals that malfunctions or is otherwise out of order, and whether resulting in such terminal not accepting the Card and/or PIN or otherwise;
 - iv) any statement made by any person requesting to surrender/cancellation of the Card or any act performed by any person in conjunction thereto;
 - v) handing over of the Card by the Cardholder to a person other than the designated employees of Family Bank at Family Bank's premises;
 - vi) the exercise by Family Bank of its right to demand and procure the surrender of the Card prior to the expiry date stated on its face, whether such demand and surrender is made and/or procured by Family Bank or by any other person or ATMs/POS terminals;
 - vii) the exercise by Family Bank of its right to terminate any Card;
 - viii) the re-possession/cancellation of the Card and/or request for its return;
 - ix) any misstatement, misrepresentation, error or omission in any details disclosed to the
 - x) Cardholder by Family Bank or its staff;

- xi) decline of processing of the Card and/or PIN due to such Card exceeding foreign exchange entitlements as prescribed by applicable law, rules or regulations in force from time to time or on Family Bank becoming aware of the Cardholder exceeding entitlements;
- xii) in the event a demand or claim for settlement of outstanding dues/funds received in excess of the Funds from the Cardholder is made either by Family Bank or any person acting on behalf of Family Bank;
- xiii) communication sent by any means of communication including by facsimile machines, Internet, ATMs POS terminals, payment systems, or any other method over public and/or private lines that may not be encrypted, and which may involve the risk of possible unauthorized alteration and/or unauthorized use of
- xiv) uncommunication; or
- xv) upon terminating, suspending, blocking or declining of the use of the Card and/or access to the Funds, inter alia, when it becomes necessary to determine whether any person is rightfully entitled to receive the Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

Family Bank shall not waive the exclusion of liability in the event the Cardholder quantifies any claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses that may directly be attributed to the Bank.

15. Compliance with Applicable Laws, Rules and Regulations

- 15.1 The Card may be used outside Kenya, subject to applicable laws, rules and regulations in force from time to time in Kenya and subject to such restrictions/ limitations under the applicable laws, rules and regulations from time to time in the country where the Card is used. The Cardholder shall be solely responsible to the concerned authorities in event of any violation of the applicable laws, rules and regulations in force from time to time.
- 15.2 Family Bank will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by Cardholder with the applicable laws, rules and regulations in force from time to time in relation to use of the Card.

16. Use of Card on Shared Networks

- 16.1 The Card enables the Cardholder to obtain the Funds in cash by withdrawal from ATMs and/or ascertain information as to the balance on the Card at ATMs/POS terminals (whether of Family Bank or a Shared Network) or make payments at Merchant Establishments through POS Terminals.
- 16.2 Cash withdrawn at an ATM outside Kenya with the Card shall be in a currency as permitted by the Shared Network which owns/operates the ATM at which the withdrawals are made. Family Bank shall debit from the Cardholder's Funds, the equivalent in the currency in which the Cardholder's Funds is held, any additional processing charges, conversion charges or any other fees chargeable in connection with such Shared Network Transactions.

17. Suspension and Cancellation of Cards

- 17.1 Family Bank reserves the right to terminate / suspend / block / decline the usage of the Card/access to the Funds, temporarily or permanently, upon the occurrence of any of the following events:
- i) failure to adhere to or comply with terms and conditions herein;
 - ii) an event of default under any agreement or commitment (contingent or otherwise) or the like entered into with Family Bank or its group companies;
 - iii) the Cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings of a similar nature;
 - iv) demise of the Cardholder,
 - v) when it becomes necessary to determine whether any person is rightfully entitled to receive the Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.
- 17.2 Notwithstanding anything contained herein, Family Bank may, at any time, without giving notice or reason, withdraw, suspend or terminate the use of the Card by the Cardholder. The Cardholder undertakes to return the Card to Family Bank immediately upon request.
- 17.3 Notwithstanding such suspension or termination, the Cardholder shall continue to be bound by these terms and conditions to the extent they relate to any obligations or liabilities of the Cardholder that remain to be performed or discharged.
- 17.4 In case the Card is cancelled (or its use suspended), whether on account of noncompliance with the applicable laws, rules and regulations in force from time to time or otherwise, Family Bank will not be responsible for any use/ attempted use of the Card, resulting in the Card being dishonored or otherwise. The risk of honoring of a Card that is cancelled (and/or suspended) on its presentment is on the person or Cardholder.

18. Errors, Questions or Complaints

- 18.1 The Cardholder may call Family Bank Call Center in event of any queries or complaints in connection with the Card. Alternatively, the Cardholder may email Family Bank at the applicable email address. Further, in case of complaints, the Cardholder should provide sufficient and correct details in writing to Family Bank in order to enable Family Bank to investigate and

respond on the complaint or query appropriately.

18.2The following information will require being provided in such correspondence:

- i) Name, address and Card number of the Cardholder.
- ii) A detailed description of the transaction and/or the complaint (including the date of the transaction and the location of the ATM/Merchant Establishment) and the basis or reason for the Cardholder to dispute the Transaction or raise a query or complaint; and
- iii) The Transaction amount.
- iv) In case any further information/document is required by Family Bank for investigation or resolution of the matter, the Cardholder hereby agrees to provide the same. Where an inquiry is not settled to the satisfaction of the Cardholder, Family Bank may advise the Cardholder in writing or otherwise of the results of its investigation and/or the manner of resolution, if any, of the complaint.

19. Refunds and Claims

- 19.1All payments made on the Card with the PIN, whether with the consent of the Cardholder or not, are final and cannot be reversed. Should a Cardholder dispute a transaction made on the Card, provided that it was not lost, stolen or misused by someone who obtained the Card due to the Cardholder's negligence, then a dispute period of 30 days from the date of the Transaction is available to the Cardholder to initiate any dispute with the Bank after which the Transaction shall be considered valid and undisputed.
- 19.2Once a dispute is raised by the Cardholder, Family Bank shall undertake independent investigations. Before the investigations are over, the Cardholder shall have no refund or charge-back rights for such disputed Transactions even if not authorized by the Cardholder. After completing investigations into the disputed Transactions, Family Bank reserves the right to settle the dispute as it deems fit, including but not limited to refunding the charges of a Transaction or incorrect debit to the Card, and if the Cardholder is still aggrieved, the Cardholder may refer the dispute to arbitration.

20. Costs, Charges and Fees

- 20.1The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the Card can be deducted automatically from the Cardholder's Funds. Such costs, charges and fees are subject to change by Family Bank from time to time.
- 20.2Any statutory levy including duties or taxes payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed on/recovered/sought to be recovered from Family Bank (either directly or indirectly), such statutory levy shall be deducted from the Funds and/or recovered directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardholder with Family Bank.
- 20.3Family Bank may change the applicable costs, charges and fees in relation to the Cards and changes will be implemented at least 30 days after we notify the Cardholder.
- 20.4 The customer can refer to our tariff guide to get the card fees which is in the website and also displayed in the branches.

21. Indemnity

- 21.1In consideration of Family Bank providing the Cardholder with the Card, the Cardholder hereby agrees to indemnify and keep Family Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs (including legal costs), charges and expenses whatsoever which Family Bank may at any time incur, sustain, suffer or be put to account as a consequence of or by reason of or arising out of loss, fraud, use or misuse of the Card by the Cardholder.
- 21.2The Cardholder hereby indemnifies and agrees to hold Family Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with all the applicable laws, rules and regulations in relation to the Card in force from time to time

22. Customer Confidentiality

The Bank shall not at any time during or after the termination of this agreement use or disclose to any third party any confidential information or any information concerning or relation to products, customers service, operations and business activities of the customer.

23. Use of Customer Information

- 23.1Family Bank reserves the right to use the information provided by the Cardholder on his/her application for surveys and for marketing activities carried out by Family Bank/affiliates. Family Bank may use this information to develop mailing lists that may be used by companies with whom Family Bank shall work with to develop, among others, marketing offers for the Cardholders.
- 23.2The Cardholder hereby authorizes Family Bank and its Agents to exchange, share or part with all the information relating to the Cardholder's details and payment history information and all information pertaining to the Card to other Family Bank group companies / banks / financial institutions/ credit bureaus / agencies / statutory bodies as may be required and undertakes not to hold Family Bank Ltd/all other group

companies of Family Bank Group and their Agents liable for use of the aforesaid information.

- 23.3The Bank shall comply with the data protection and privacy laws of Kenya and will be legally responsible for any personal data that is collected or otherwise processed.

24. Severability and Waiver

Each of the provisions of these terms and conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way. No act, delay or omission by Family Bank shall affect its rights, powers and remedies under the terms and conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these terms and conditions are cumulative and not exclusive of other rights and remedies provided by law.

25. Right of Set-off

In addition to the general right to set off or other right conferred by law or under any other agreement, Family Bank may, without notice, combine or consolidate the balance on the Card with any other account(s) which the Cardholder maintains with Family Bank and its group companies, and set-off or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Cardholder's liability to Family Bank under his/her Card.

26. Funds in expired Cards

- 26.1Any residual balance in expired cards will be forfeited if unclaimed after 24 months after the expiry of the Card.
- 26.2Any amounts due for submission to the Unclaimed Financial Assets Act 2011 & Regulations will be forwarded to the Authority within the stipulated statutory timelines.

27. Dispute Resolution

- 27.1The parties herein shall, in the first instance, use their best endeavours to resolve any dispute within 5 (five) working days of the dispute having been referred.
- 27.2In the event that the parties attempt, but fail to solve a dispute pursuant to their good faith efforts, then such dispute shall be submitted to alternative dispute resolution including mediation and/or arbitration. The place of arbitration shall be Nairobi, Kenya and the procedure shall be subject to the rules of the Chartered Institute of Arbitrators (Kenya Branch) with all proceedings being conducted in the English Language.
- 27.3Nothing shall preclude either party from obtaining interim relief on an urgent basis from a court of competent jurisdiction. The decision in arbitration proceedings shall be final and binding on the Parties.

28. Governing Law

The laws of Kenya govern these terms and conditions as also the use of the Card by the Cardholder subject however to the Cardholder being subject to applicable laws, rules, and regulations of Kenya or such other country where the Card has been used. The Parties hereby agree that any claim, legal action or proceedings arising out of these terms and conditions for the Card instituted by the Cardholder (and/or any persons claiming through or under the Cardholder) shall be brought in the courts or tribunals at Nairobi in Kenya and the Parties shall irrevocably submit themselves to the jurisdiction of such courts and tribunals.

29. Variation of Terms and Conditions

- 29.1Family Bank reserves the right to vary or change at any time, these Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing minimum balances, charges or rates and methods of calculation.
- 29.2The Bank shall notify the Card Holder by issuing a thirty (30) day notice before any changes are made and effected to the terms and conditions contained herein.

30. Acceptance

By applying for and using the Family Bank Cards, I unconditionally agree to be bound by the laws, rules, regulations, terms and conditions now existing in relation to the Cards or which may hereinafter be enacted, issued or enforced.

I confirm that I have read and understood all the above Terms and conditions

Full Name of Cardholder

Signature of Cardholder.....

Date

MULTI – CURRENCY PREPAID CARD TERMS & CONDITIONS

1. Definitions

- 1.1 Agent** means any company or individual appointed and authorized by Family Bank to sell, reload and/or replace Cards.
- 1.2 ATM** means an automatic teller machine or terminal for effecting cash withdrawals at which the Card may be used for the purpose of withdrawing Funds.
- 1.3 Card** means the Family Bank Prepaid card issued by Family Bank to the Cardholder.
- 1.4 Cardholder** means such person to whom the Card has been issued by Family Bank pursuant to an application by such person.
- 1.5 Funds** means the amount of monies loaded onto the Card by the Cardholder less any amounts previously spent and any applicable fees charges, conversion fees, and other expenses incurred in connection with the use or possession of the Card.
- 1.6 Family Bank** Means Family Bank Limited, including but not limited to its successors in title and assigns and having its registered office at Family Bank Towers, Muindi Mbingu Street P. O. Box 74145-00200, Nairobi, Kenya.
- 1.7 Merchant** shall mean any person who owns or manages or operates a Merchant Establishment.
- 1.8 Merchant Establishments** shall mean establishments which honor the Cards.
- 1.9 PIN** means the Personal Identification Number as provided to the Cardholder by Family Bank.
- 1.10 POS Terminal** shall mean point of sale electronic terminals at Merchant Establishments whether in Kenya or overseas, capable of processing Transactions.
- Shared Network** shall mean ATMs which are not owned by Family Bank but which accept Cards issued by Family Bank.
- 1.11 Transactions** shall mean cash withdrawals from ATMs, POS Terminals and/or any purchases made over the internet or at Merchant Establishments using the Card.

2. Introduction

- 2.1** This is Family Bank's multi-currency card available in five currencies including KES, USD, EURO, GBP and YUAN.
- 2.2** The issuance of the Card is subject to the Cardholder complying with the applicable laws, rules, regulations and directions as issued by Family Bank, the Central Bank of Kenya or any other appropriate authority under any law in force from time to time. Family Bank may, in its sole and absolute discretion, refuse issuance of a Card or cancel an issued Card without notice if satisfactory Know-Your-Customer and Anti- Money Laundering (AML) laws and prudential guidelines are not met or if it has reason or suspicion to believe that the Cardholder has violated or intends to violate any exchange regulations or uses/will use the Card for money laundering purposes.
- 2.3** The Cardholder shall be required to complete and submit a duly signed application form as required by Family Bank from time to time and further, to submit all such documents as may be necessary or required.
- 2.3** Upon purchase of the Card, the Cardholder can request any Family Bank branch or a Family Bank Agent to load a certain amount of Funds (subject to restrictions on minimum and maximum amount loadable as determined by Family Bank at its sole discretion from time to time).
- 2.4** The Card, as may be issued by Family Bank to an applicant, is the property of Family Bank and is not transferable.

3. Features of Multi-Currency Card

- 3.1** The Card holds five currencies including KES, USD, EURO, GBP and YUAN.
- 3.2** The Card is targeted for individuals aged above 25 years.
- 3.3** The Card is suitable for travelling since you can be able to transact in any currency with the multi-currency card, which is accepted internationally.
- 3.4** The Cardholder can only load up to a limit of KES 1,000,000 (Equivalent to the card currency).
- 3.5** Normal ATM withdrawal charges apply.
- 3.6** Management of the card is done via Mobile Banking App (Pesapap) or at any Family Bank Branch, Contact Centre or at Family Bank Agent.
- 3.7** The Card can be loaded via MPESA Paybill, Over the Counter and Pesapap.
- 3.8** With every amount loaded, a transaction confirmation alert is generated and sent to the Cardholder.

4. Precept of Multi-Currency Card

- 4.1** It is the responsibility of the Customer to provide correct information to the Bank through the use of the Card Service or any other method. In

case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

- 4.2** The Bank will issue a maximum of three cards (principal card and two supplementary cards). A fourth will only be issued if any of the three cards is deactivated.
- 4.3** The Bank has the right to ask the Cardholder to specify the use of the card.
- 4.4** The Cardholder shall maintain the confidentiality, safety and security of the Card's PIN and Card information.
- 4.5** Family Bank reserves the right to limit the amount of Funds that may be used, loaded or reloaded into the Card for effecting any Transaction per day or over a specified period or restrict the number of Transactions that may be effected through use of the Card.
- 4.6** In event the Cardholder wishes to reload the Card, Family Bank reserves the right to decline a reload transaction at its sole discretion. The Funds shall be reloaded in same currency in which the Card was originally issued.
- 4.7** In event the Cardholder wishes to reload the Card, Family Bank will apply the prevailing daily forex rate.
- 4.8** In event the Cardholder wishes to withdraw money from the Card, Family Bank will apply the prevailing daily forex rate.
- 4.9** In event the Cardholder wishes to transact in any of the above currencies and the wallet is not sufficiently funded the system will pull money from KES wallet and/or any other in that order.

5. Use of the Card

- 5.1** The Card may be used to access Funds at any ATM worldwide that accepts VISA Cards or such other cards as Family Bank may advise.
- 5.2** The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other accounts of the Cardholder. The Card is not a credit card.
- 5.3** The Cardholder may also use the Card to pay for charges incurred at Merchant Establishments. Family Bank and Merchant Establishments reserve the right at any time to refuse to permit the use of the Card at the Merchant Establishment.
- 5.4** In event there are insufficient Funds to honor the requested Transaction, the Transaction will not be honored.
- 5.5** The Cardholder may surrender the Card, along with copy of the Cardholder's passport/identity card, at any point in time and obtain a refund of the balance of the Funds by completing the refund form as prescribed by Family Bank. The refund shall be made in the currency loaded in the Card or the equivalent in any other currency at Family Bank's sole discretion.
- 5.6** Use of the Card for any unlawful transaction or at any unauthorized location or for any purpose other than as stated under these terms and conditions is strictly prohibited and may result in cancellation of the Card by Family Bank.
- 5.7** Family Bank shall not be liable for any losses that are not attributed to it arising from any use of the card by the Cardholder.
- 5.8** The Bank shall notify the Card Holder by issuing a thirty (30) day notice before discontinuation of any of the Prepaid Card services offered to the Card Holder. The Customer shall be required to acquaint himself/herself with the process of using the Prepaid Card and that he/she shall be responsible for any error made while using the Card.
- i) The Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the Card are at its sole discretion.
- ii) The instructions of the Customer shall be effected only after authentication under his/her USER ID and MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.
- iii) While it shall be the endeavor of the Bank to carry out the instructions received from the Customers promptly, it shall not be responsible for the delay/ failure in carrying out the instructions due to any reasons whatsoever including failure of operational system.

6. Accuracy of Information

It is the responsibility of the Customer to provide correct information to the Bank through the use of the Card Service or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

7. Additional or Supplementary card

- i) The Bank will issue a maximum of three cards (principal card and two supplementary cards). A fourth will only be issued if any of the three cards is deactivated.
- ii) The Bank may issue a card (hereinafter referred to as additional cards) for use by any person nominated by principal cardholder in writing (additional cardholder) as an authorized user on the principal cardholder's card account upon the written agreement of such persons to be bound by the terms of this agreement.
- iii) The Principal cardholder and the additional cardholder shall be jointly and severally liable to pay all amounts arising from losses incurred by the Bank in connection with the use of the additional card or breach of this

agreement. All such costs shall be debited to the Principal cardholder's account.

- iv) The Bank shall cancel any additional card at any time upon verbal or written request by the principal cardholder and upon the return or surrender of such additional card to the Bank. Where the request has been made verbally, written request should follow. The supplementary cardholder must not use or attempt to use the card after any notification of cancellation or withdrawal has been given.

8. Internet Transactions

- 8.1 The Card can be used over the Internet and the Cardholder will assume all risks associated with such Transactions.
- 8.2 Notwithstanding anything written herein to the contrary, the Customer acknowledges and agrees that the Bank will not be liable for any fraudulent use of the Card that may not be attributed to it, and that may result in losses or damages, whether indirect, incidental, special or consequential, in profits, goods or services

9. Security of the Card and PIN

- 9.1 To enable the Cardholder use the Card, Family Bank will issue the Cardholder with a PIN enclosed with the Card. In case of a re-dispatch request of PIN, unless otherwise determined by Family Bank as to the mode of delivery of the PIN, the PIN shall be mailed to the Cardholder (at such address as has been specified in the application form for the Card) in a sealed envelope.
- 9.2 The Cardholder shall forthwith notify Family Bank of any change in his/her address for communication as stated in the application form for the Card. The responsibility shall be solely of the Cardholder to ensure that Family Bank has been informed of the correct address for communication, and Family Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Cardholder.
- 9.3 The PIN (as originally provided or which is subsequently changed), by its usage together with the Card and the transactions or instructions issued pursuant thereto, are deemed to be Transactions conducted or instructions given by the Cardholder.
- 9.4 The Cardholder shall maintain the confidentiality, safety and security of the Card's PIN and Card information.
- 9.5 Failure to observe confidentiality, safety or security of the PIN shall result in the Cardholder incurring liability on the Card or use of the PIN. The Cardholder agrees that the security of the Card and PIN is the Cardholder's sole responsibility.

10. Limits on Use and Reloading of the Card

- 10.1 Family Bank reserves the right to limit the amount of Funds that may be used, loaded or reloaded into the Card for effecting any Transaction per day or over a specified period or restrict the number of Transactions that may be effected through use of the Card.
- 10.2 The Card limit for amounts loaded by the Cardholder shall be a maximum of KES. 1,000,000.00
- 10.3 In event the Cardholder wishes to reload the Card, Family Bank reserves the right to decline a reload transaction at its sole discretion. The Funds shall be reloaded in same currency in which the Card was originally issued.

11. Lost or Stolen Card or PIN

- 11.1 The Cardholder shall inform Family Bank at the Family Bank Call Centre immediately if the Cardholder believes that the Card or PIN has been misused, lost or stolen or the PIN has become known to any person and the Cardholder believes that such person may misuse the same.
- 11.2 On receipt of intimation from the Cardholder, Family Bank will attempt to block the conduct of further Transactions requested through the use of the Card and attempt to prevent the further use of the lost, stolen or damaged Card(s). Family Bank will assist the Cardholder in replacing the lost, stolen or damaged Card. The Cardholder shall pay replacement charges for the Card as directed by Family Bank.
- 11.3 After blocking or cancellation of a Card and the PIN, the Card cannot be used by the Cardholder again and no refund shall be allowed on the Card. However, upon replacement of the Card, the Cardholder may request Family Bank to transfer the balance on the blocked or cancelled Card to the new card subject to other provisions hereof.

12. Liability on Unauthorized Transactions

- 12.1 The Cardholder shall bear all losses resulting from the use of the Card which also includes the situations where purportedly unauthorized transactions have been effected through the use of the Card and/or the PIN or situations where purportedly misuse, loss and/or theft of the Card and/ or the PIN has occurred, and such liability continues until: (i) notification to Family Bank of such unauthorized transactions or the stolen or misplaced Card and/or PIN and (ii) Family Bank blocking the further use of the Card and/or the PIN successfully.
- 12.2 The Cardholder shall further bear all losses resulting from the use of the Additional or Supplementary Card by any third party using the card on behalf of or under instructions of the primary Cardholder and such liability continues until: (i) notification to Family Bank of such unauthorized transactions or the stolen or misplaced Card and/or PIN and (ii) Family Bank blocking the further use of the Card and/or the PIN successfully.

13. No Representation

- 13.1 Family Bank does not make any representation and/or warranty to the Cardholder (or any person claiming by or under the Cardholder) or otherwise assure the Cardholder (or any person claiming by or under the Cardholder)) as to the services and benefits we provide for use of the Cards or the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/ proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/services, non-delivery of goods/services, or receipt of defective/sub-standard goods/ services by use of the Card with/at any person including the Merchant Establishment/s.
- 13.2 Disputes or claims in connection with the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/ services, non-delivery of goods/services, or receipt of defective/sub-standard goods/services by use of the Card with/at any person including the Merchant Establishment/s must be mutually resolved by the Cardholder (or any person claiming by or under the Cardholder) with such person/ Merchant Establishments without reference to Family Bank.

14. Exclusion of Liability

- 14.1 Family Bank shall be under no liability whatsoever to the Cardholder in respect of all actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses whatsoever that may not be attributed to it and arising out of: -
 - i) any use of the Card and/or PIN;
 - ii) the refusal by any person or Merchant Establishments in honouring or accepting the Card;
 - iii) any ATMs/ POS terminals that malfunctions or is otherwise out of order, and whether resulting in such terminal not accepting the Card and/or PIN or otherwise;
 - iv) any statement made by any person requesting to surrender/cancellation of the Card or any act performed by any person in conjunction thereto;
 - v) handing over of the Card by the Cardholder to a person other than the designated employees of Family Bank at Family Bank's premises;
 - vi) the exercise by Family Bank of its right to demand and procure the surrender of the Card prior to the expiry date stated on its face, whether such demand and surrender is made and/or procured by Family Bank or by any other person or ATMs/POS terminals;
 - vii) the exercise by Family Bank of its right to terminate any Card;
 - viii) the re-possession/cancellation of the Card and/or request for its return;
 - ix) any misstatement, misrepresentation, error or omission in any details disclosed to the
 - x) Cardholder by Family Bank or its staff;
 - xi) decline of processing of the Card and/or PIN due to such Card exceeding foreign exchange entitlements as prescribed by applicable law, rules or regulations in force from time to time or on Family Bank becoming aware of the Cardholder exceeding entitlements;
 - xii) In the event a demand or claim for settlement of outstanding dues/funds received in excess of the Funds from the Cardholder is made either by Family Bank or any person acting on behalf of Family Bank;
 - xiii) communication sent by any means of communication including by facsimile machines, Internet, ATMs POS terminals, payment systems, or any other method over public and/or private lines that may not be encrypted, and which may involve the risk of possible unauthorized alteration and/or unauthorized use of
 - xiv) communication; or
 - xv) upon terminating, suspending, blocking or declining of the use of the Card and/or access to the Funds, inter alia, when it becomes necessary to determine whether any person is rightfully entitled to receive the Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

Family Bank shall not waive the exclusion of liability in the event the Cardholder quantifies any claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses that may directly be attributed to the Bank.

15. Compliance with Applicable Laws, Rules and Regulations

- 15.1 The Card may be used outside Kenya, subject to applicable laws, rules and regulations in force from time to time in Kenya and subject to such restrictions/ limitations under the applicable laws, rules and regulations from time to time in the country where the Card is used. The Cardholder shall be solely responsible to the concerned authorities in event of any violation of the applicable laws, rules and regulations in force from time to time.
- 15.2 Family Bank will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by Cardholder with the applicable laws, rules and regulations in force from time to time in relation to use of the Card.

16. Use of Card on Shared Networks

- 16.1 The Card enables the Cardholder to obtain the Funds in cash by withdrawal from ATMs and/or ascertain information as to the balance on the Card at ATMs/POS terminals (whether of Family Bank or a Shared Network) or make payments at Merchant Establishments through POS Terminals.
- 16.2 Cash withdrawn at an ATM outside Kenya with the Card shall be in a currency as permitted by the Shared Network which owns/operates the ATM at which the withdrawals are made. Family Bank shall debit from the Cardholder's Funds, the equivalent in the currency in which the Cardholder's Funds is held, any additional processing charges, conversion charges or any other fees chargeable in connection with such Shared Network Transactions.

17. Suspension and Cancellation of Cards

- 17.1 Family Bank reserves the right to terminate / suspend / block / decline the usage of the Card/access to the Funds, temporarily or permanently, upon the occurrence of any of the following events:
- i) Failure to adhere to or comply with terms and conditions herein;
 - ii) An event of default under any agreement or commitment (contingent or otherwise) or the like entered into with Family Bank or its group companies;
 - iii) The Cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings of a similar nature;
 - iv) Demise of the Cardholder,
 - v) When it becomes necessary to determine whether any person is rightfully entitled to receive the Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.
- 17.2 Notwithstanding anything contained herein, Family Bank may, at any time, without giving notice or reason, withdraw, suspend or terminate the use of the Card by the Cardholder. The Cardholder undertakes to return the Card to Family Bank immediately upon request.
- 17.3 Notwithstanding such suspension or termination, the Cardholder shall continue to be bound by these terms and conditions to the extent they relate to any obligations or liabilities of the Cardholder that remain to be performed or discharged.
- 17.4 In case the Card is cancelled (or its use suspended), whether on account of noncompliance with the applicable laws, rules and regulations in force from time to time or otherwise, Family Bank will not be responsible for any use/ attempted use of the Card, resulting in the Card being dishonored or otherwise. The risk of honoring of a Card that is cancelled (and/or suspended) on its presentment is on the person or Cardholder.

18. Errors, Questions or Complaints

- 18.1 The Cardholder may call Family Bank Call Center in event of any queries or complaints in connection with the Card. Alternatively, the Cardholder may email Family Bank at the applicable email address. Further, in case of complaints, the Cardholder should provide sufficient and correct details in writing to Family Bank in order to enable Family Bank to investigate and respond on the complaint or query appropriately.
- 18.2 The following information will require being provided in such correspondence:
- i) Name, address and Card number of the Cardholder.
 - ii) A detailed description of the transaction and/or the complaint (including the date of the transaction and the location of the ATM/Merchant Establishment) and the basis or reason for the Cardholder to dispute the Transaction or raise a query or complaint; and
 - iii) The Transaction amount.
 - iv) In case any further information/document is required by Family Bank for investigation or resolution of the matter, the Cardholder hereby agrees to provide the same. Where an inquiry is not settled to the satisfaction of the Cardholder, Family Bank may advise the Cardholder in writing or otherwise of the results of its investigation and/or the manner of resolution, if any, of the complaint.

19. Refunds and Claims

- 19.1 All payments made on the Card with the PIN, whether with the consent of the Cardholder or not, are final and cannot be reversed. Should a Cardholder dispute a transaction made on the Card, provided that it was not lost, stolen or misused by someone who obtained the Card due to the Cardholder's negligence, then a dispute period of 30 days from the date of the Transaction is available to the Cardholder to initiate any dispute with the Bank after which the Transaction shall be considered valid and undisputed.
- 19.2 Once a dispute is raised by the Cardholder, Family Bank shall undertake independent investigations. Before the investigations are over, the Cardholder shall have no refund or charge-back rights for such disputed Transactions even if not authorized by the Cardholder. After completing investigations into the disputed Transactions, Family Bank reserves the right to settle the dispute as it deems fit, including but not limited to refunding the charges of a Transaction or incorrect debit to the Card, and if the Cardholder is still aggrieved, the Cardholder may refer the dispute to arbitration.

20. Costs, Charges and Fees

- 20.1 The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the Card can be deducted automatically from the Cardholder's Funds. Such costs, charges and fees are subject to change by Family Bank from time to time.
- 20.2 Any statutory levy including duties or taxes payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed on/recovered/sought to be recovered from Family Bank (either directly or indirectly), such statutory levy shall be deducted from the Funds and/or recovered directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardholder with Family Bank.
- 20.3 Family Bank may change the applicable costs, charges and fees in relation to the Cards and changes will be implemented at least 30 days after we notify the Cardholder.
- 20.4 The customer can refer to our tariff guide to get the card fees which is in the website and also displayed in the branches.

21. Indemnity

- 21.1 In consideration of Family Bank providing the Cardholder with the Card, the Cardholder hereby agrees to indemnify and keep Family Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs (including legal costs), charges and expenses whatsoever which Family Bank may at any time incur, sustain, suffer or be put to account as a consequence of or by reason of or arising out of loss, fraud, use or misuse of the Card by the Cardholder.
- 21.2 The Cardholder hereby indemnifies and agrees to hold Family Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with all the applicable laws, rules and regulations in relation to the Card in force from time to time.

22. Customer Confidentiality

The Bank shall not at any time during or after the termination of this agreement use or disclose to any third party any confidential information or any information concerning or relation to products, customers service, operations and business activities of the customer.

23. Use of Customer Information

- 23.1 Family Bank reserves the right to use the information provided by the Cardholder on his/her application for surveys and for marketing activities carried out by Family Bank/affiliates. Family Bank may use this information to develop mailing lists that may be used by companies with whom Family Bank shall work with to develop, among others, marketing offers for the Cardholders.
- 23.2 The Cardholder hereby authorizes Family Bank and its Agents to exchange, share or part with all the information relating to the Cardholder's details and payment history information and all information pertaining to the Card to other Family Bank group companies / banks / financial institutions / credit bureaus / agencies / statutory bodies as may be required and undertakes not to hold Family Bank Ltd/all other group companies of Family Bank Group and their Agents liable for use of the aforesaid information.
- 23.3 The Bank shall comply with the data protection and privacy laws of Kenya and will be legally responsible for any personal data that is collected or otherwise processed.

24. Severability and Waiver

Each of the provisions of these terms and conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way. No act, delay or omission by Family Bank shall affect its rights, powers and remedies under the terms and conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these terms and conditions are cumulative and not exclusive of other rights and remedies provided by law.

25. Right of Set-off

In addition to the general right to set off or other right conferred by law or under any other agreement, Family Bank may, without notice, combine or consolidate the balance on the Card with any other account(s) which the Cardholder maintains with Family Bank and its group companies, and set-off or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Cardholder's liability to Family Bank under his/her Card.

26. Funds in expired Cards

- 26.1 Any residual balance in expired cards will be forfeited if unclaimed after 24 months after the expiry of the Card.
- 26.2 Any amounts due for submission to the Unclaimed Financial Assets Act 2011 & Regulations will be forwarded to the Authority within the stipulated statutory timelines.

27. Dispute Resolution

- 27.1 The parties herein shall, in the first instance, use their best endeavours to resolve any dispute within 5 (five) working days of the dispute having been referred.

- 27.2 In the event that the parties attempt, but fail to solve a dispute pursuant to their good faith efforts, then such dispute shall be submitted to alternative dispute resolution including mediation and/or arbitration. The place of arbitration shall be Nairobi, Kenya and the procedure shall be subject to the rules of the Chartered Institute of Arbitrators (Kenya Branch) with all proceedings being conducted in the English Language.
- 27.3 Nothing shall preclude either party from obtaining interim relief on an urgent basis from a court of competent jurisdiction. The decision in arbitration proceedings shall be final and binding on the Parties.

28. Governing Law

The laws of Kenya govern these terms and conditions as also the use of the Card by the Cardholder subject however to the Cardholder being subject to applicable laws, rules, and regulations of Kenya or such other country where the Card has been used. The Parties hereby agree that any claim, legal action or proceedings arising out of these terms and conditions for the Card instituted by the Cardholder (and/or any persons claiming through or under the Cardholder) shall be brought in the courts or tribunals at Nairobi in Kenya and the Parties shall irrevocably submit themselves to the jurisdiction of such courts and tribunals.

29. Variation of Terms and Conditions

- 29.1 Family Bank reserves the right to vary or change at any time, these Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing minimum balances, charges or rates and methods of calculation.
- 29.2 The Bank shall notify the Card Holder by issuing a thirty (30) day notice before any changes are made and effected to the terms and conditions contained herein.

30. Acceptance

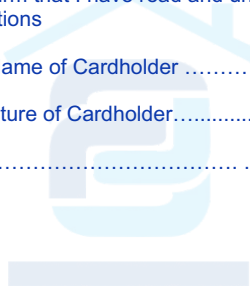
By applying for and using the Family Bank Cards, I unconditionally agree to be bound by the laws, rules, regulations, terms and conditions now existing in relation to the Cards or which may hereinafter be enacted, issued or enforced.

I confirm that I have read and understood all the above Terms and conditions

Full Name of Cardholder

Signature of Cardholder

Date



Family Bank
With you, for life