DTB | DIAMOND TRUST BANK

Prepaid Card Terms and Conditions

1. THE AGREEMENT

1.1. This Agreement sets out the complete Terms and Conditions (hereinafter called "these Terms and Conditions") which shall be applicable to your Multi-Currency Prepaid Card (as hereinafter defined) and operated by you (as hereinafter defined)

1.2. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

1.3. You, as the Customer, accepts and acknowledges that this is a legal and binding agreement between the Customer and Diamond Trust Bank once accepted by both parties.

1.4. “We,” “our,” and “us,” means Diamond Trust Bank (DTB) and includes its successors in title and assigns;

1.5. "You" or "your" means the Customer and includes your personal representatives, heirs;

1.6. The word “Customer” shall include both the masculine and the feminine gender as well as juristic persons;

1.7. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1.8. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement

2. DEFINITIONS

2.1. In these Terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:

2.2. ‘The Bank’ means Diamond Trust Bank (K) Limited incorporated in Kenya as a financial institution under the Banking Act

2.3. ‘Card’ means any prepaid card issued by the Bank to you

2.4. ‘Cardholder’ means the principal holder for whose use a card is issued by the Bank at his request

2.5. ‘Card Account’ means the account maintained by the Bank for you in connection with the card transactions

2.6. ‘Card Centre’ means a separate unit of the Bank that is responsible for the management, control and processing of facilities and transactions conducted by the use of the card

2.7. ‘Card transaction’ means any payment made or cash advance obtained by the use of the card, or in any manner authorized by you for debit to your card account

2.8. ‘Conditions’ means these or any other conditions made by the Bank from time to time

2.9. “Credit Reference Bureau” means a credit reference bureau duly licensed under the Banking and the Microfinance Act

2.10. “Contact Centre" means the Customer Care Centre for DTB as may be notified to the Customer by DTB from time to time

2.11. ‘PIN’ means Personal Identification Number allocated to you by the Bank for cash withdrawal at the ATMs

2.12. “Request” means a request or instruction received by DTB from you or purportedly from you through the Network and the System and upon which DTB is authorized to act

2.13. “Transaction Fees” includes the Facility Fee and any other fees and charges payable for the use of the Services as published by DTB as contained in these Terms and Conditions and on DTB’s website and/or access channel or by such other means as DTB shall in its sole discretion determine

3. CONDITIONS CONSTITUTING AGREEMENT

3.1. These conditions, as varied from time to time constitute the Agreement between you and the Bank with respect to the issue and use of the card

3.2. These Terms and Conditions may be amended or varied by DTB from time to time and the continued use of your Card constitutes your agreement to be bound by the terms of any such amendment or variation.

3.3. DTB will only vary these Terms and Conditions upon issuance of a 30-day notice to you of its intention to do so, subject of course to DTB’s obligation to comply with an order or instruction or a recommendation from the government, court, regulator or other competent authority

3.4. You shall be deemed to have read, understood and agreed to be bound by these conditions upon your signing of the Application Form

3.5. DTB reserves the right to vary the terms of the Card including the transaction fee payable thereon from time to time having regard to the prevailing rules and regulations of DTB

4. THE CARD

Subject to the terms of this Agreement:

4.1. The Bank shall issue you, at the Bank's sole discretion, a card to enable you to obtain facilities and benefits made available by the Bank and make purchases from merchants who accept the MasterCard cards

4.2. The card may also be issued to withdraw cash from cash dispensers and automatic teller machines (ATMs) operated by the Bank and other members of MasterCard (the ATM shall be identified by the MasterCard logo) up to such limit as may be notified to you by the Bank from time to time in writing.

4.3. The Card is, and remains, the property of the Bank at all times and it must be returned to the Bank on request and may be repossessed at any time without notice by the Bank or by any person acting on the Bank's behalf

4.4. You hereby expressly consent and authorize DTB to disclose, respond, advise exchange and communicate the details or information pertaining to your Card to the Credit Reference Bureaus as required under the Banking Act or any other regulatory body

5. TERMINATION

5.1. DTB may at any time, after providing you with a 30-day notice of its intention to do so, terminate or vary its business relationship with you and in particular but without prejudice to the generality of the foregoing DTB may cancel credits which it has granted to you.

5.2. Without prejudice to DTB rights under clause 5.1., DTB may at its sole discretion suspend or close your Card Account:

5.3. If DTB is required or requested to comply with an order or instruction or a recommendation from the government, court, regulator or other competent authority;

5.4. If DTB reasonably suspects or believes that you are in breach of these Terms and Conditions;

5.5. Where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;

5.6. To facilitate update or upgrade the contents or functionality of the Services from time to time;

5.7. If DTB decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion.

5.8. DTB will, in exercising its rights under 5.2. to 5.7. hereinabove, issue a 30-day notice period to you of its intention to suspend any card account.

6. USE OF THE CARD

You shall comply with the following terms:

6.1. Sign the card upon receipt with a black or blue ballpoint pen

6.2. Keep the card secure at all times as the bank will not be liable for any losses whatsoever for all transactions made on the card by other authorised or unauthorized card holders. It is however imperative that any loss of the card should be brought to the attention of the Bank as soon as possible.

6.3. Do not use the card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal is given to you whether by the Bank or by the Banks authorised agent

6.4. Destroy the slip advising you of the PIN immediately upon receipt and always keep any record of it separate from the card. The Bank shall not be liable whatsoever for any transactions made on the card by use of the authorised PIN due to any disclosures of the PIN by the Cardholders or through alleged fraudulent procedures.

6.5. Do not discard carelessly used carbon copies containing the card details as that information could be used to perpetrate fraud

6.6. When making a purchase, ensure that the merchant destroys any spoilt vouchers or receipts in your presence.

6.7. Upon expiry, there is no need to return the card to the bank, destroy the card by cutting into pieces.

6.8. The card is not transferable and is valid for use only by the principal cardholder during the validity period on the card

6.9. A card should not, under any circumstances, be used for any unlawful purpose including the purchase of goods and/or services prohibited under Kenyan law

7. DEBIT OF CARD ACCOUNT

7.1. The Bank shall be entitled to debit your card account at any time of the month with the amount of all card transactions arising from the use of the card and you confirm reading and agreeing to the charges for any card transaction. The Banks record of any card transaction will be final and binding on you and notwithstanding that a Card limit has not been exhausted decline a transaction without any liability attaching to the Bank.

8. IRREVOCABLE AUTHORITY OF DTB

8.1. It's your sole responsibility to familiarize yourself with the operating procedures for the service provided by DTB upon your registration to the Service. DTB will not be liable for any losses incurred as a result of your errors either of commission and/or omission.

8.2. You hereby irrevocably authorize DTB to act on all Requests received by DTB from you (or purportedly from you) through the System via your Card and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.

9. COMMUNICATIONS

9.1. All notices, statements, letters and other communications from the Bank may be sent to the last address given by the Cardholder, and the date on the Bank copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.

9.2. Any written communication from the Bank to the Cardholder including but not limited to any notice given pursuant to these Terms and Conditions shall be deemed to have been received by the Cardholder, if delivered then at the date and time of delivery, and if sent by post then five business days after posting if sent to a Kenyan address and seven business days after posting, if sent to an address outside Kenya, and in proving such dispatch by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed and put into the Post Office/Courier.

9.3. The Cardholder has no claim on the Bank for damage resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the Cardholder, the Bank or any third party, by delivery, post, telegraph, telephone, telex, e-mail, SMS (short message service) or any other means of communication.

9.4. You are expected to, at all times, keep your Card and your details safe. If a card is lost or stolen, or a card is for any other reason liable to be misused or you have any reason to suspect that your PIN may have been discovered by an unauthorized person, you shall immediately notify the Bank and confirm such instructions in writing within seven (7) days, quoting your card number.

9.5. Until and unless such notice is received, the Bank is authorized and shall remain authorized to debit your card account for card transactions made using the card.

9.6. You shall give the Bank, and any person acting on the Bank's behalf, all necessary assistance in any investigations, avail all information as to the circumstances of the loss, theft or possible misuse of the card and take all reasonable steps to assist the Bank to recover the card and money.

9.7. You shall consent to the disclosure to third parties of such information as is relevant concerning your card account in connection with such loss, theft or possible misuse of your card and money.

9.8. If your card is lost and reported to the Bank and you subsequently find it, you should destroy the card by cutting it into pieces and report the discovery to the Bank.

9.9. The Bank will, as soon as practicable, replace any lost or stolen card subject to payment of the applicable replacement charge

10. PIN

10.1 You shall be issued with a PIN to enable you to use the card. You shall keep your PIN confidential and never disclose it to any third party, including the Bank's staff.

11. MASTERCARD REGULATIONS PIN

11.1. The use of the card is regulated by the terms of MasterCard Asia / Pacific Pte. Ltd. and you agree to abide by those terms as they shall be communicated to you by the Bank from time to time.

11.2. Any charges made by MasterCard on foreign currency transactions shall be debited to your Card account. The amount of card transactions and charges rendered involving foreign currency shall be converted into Kenya shillings at the exchange rate quoted by MasterCard on the date the debit is received and any exchange gain or loss is debited to your card account.

12. LIABILITY

12.1. The Bank shall not be liable in any way if a third party does not honour the card

12.2. You shall be liable for any loss or cost suffered by the Bank as a result of any breach of this Agreement

12.3. The Bank shall not be liable if it is unable to perform its obligations under this Agreement due to the failure of any machine, data process system, transmission link, industrial dispute, terrorist action or anything outside its direct control or that of its agents or subcontractors

13. CARDHOLDERS CLAIMS

13.1. Your card account shall only be credited with a refund in respect of a card transaction if the Bank receives a refund voucher or other refund verification acceptable to it.

13.2. No claim by you against a third party may be the subject of a defence or counter claim against the Bank

13.3. You shall not be entitled to any interest on any credit in your card account

14. MAIL ORDER/ TELEPHONE ORDER/ INTERNET TRANSACTIONS

14.1. The Bank will not honour the above card transactions effected by you save for DTB Multicurrency Prepaid Card through the above means and debit your card account in the usual manner.

14.2. You agree to be liable for all such card transactions and in proving that the transaction was authorised by you, the Bank shall be entitled to rely on such documentary evidence as may be available to it which confirms that you gave your card number to a merchant by mail or other order and the Banks rights shall not be affected by reason of your not having placed, confirmed or renewed the order or received the goods in question.

15. AMENDMENTS

15.1 Any addition or alteration of these Terms and Conditions made from time to time by the Bank of which notice has been given to the Cardholder shall be binding upon the Cardholder as fully as if the same were contained in these Terms and Conditions.

16. DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION

16.1. You may contact the DTB Contact Centre to report any disputes, claims or discrepancies.

16.2. Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). Such arbitration shall be conducted in the English language in Kenya in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.

16.3. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.

16.4. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.