DTB WORLD ELITE CREDIT CARD

Terms & Conditions

DTB DIAMOND TRUST BANK

1. Definitions

In these Terms & Conditions:

a) "Agreement" means the agreement between the Bank and the Principal Cardholder the terms of which are these Terms & Conditions as may be varied from time to time at the sole discretion of the Bank.

b) "ATM" means an Automated Teller Machine.

c) "Bank" means Diamond Trust Bank Kenya Limited which expression shall include its successors and assigns.

d) "Bank's Tariff" means the Bank's published schedule of costs and charges payable by the Customer to the Bank for the provision of the Bank's products and services.

e) "Card" means the DTB World Credit Card issued by the Bank and includes the Supplementary Card.

f) "Cardholder" means any person to whom a Card is issued.

g) "Card Account" means an account maintained by the Bank in the name of the Principal Cardholder in relation to Card Transactions.

h) "Card Transaction(s)" means any payment made or cash advance obtained by the use of the Card, the Card number or in any other manner authorized by a Cardholder for debit to the Card Account.

i) "Cash Advance Limit" means the maximum amount permitted on the Card Account for cash advances which shall form part of the Credit Limit.

j) "Credit Limit" means the maximum debit balance permitted on the Card Account as determined by the Bank at its sole discretion and notified to the Principal Cardholder.

k) "Due Date" means the date Twenty (20) days from the date of each statement of account referred to in Condition 3(b) hereof or such other date as shall be determined by the Bank for the Cardholder(s) to settle the debit balance of the Card Account.

l) "PIN" means a personal identification number issued to a Cardholder to be used for making a Card Transaction at an ATM or at a point of sale terminal.

m) "Principal Cardholder" means any person in whose name a Card Account is maintained.

n) "Supplementary Card" means the Card issued pursuant to clause 7 of this Agreement.

o) "Supplementary Cardholder" means a person nominated pursuant to clause 7 of this Agreement to whom the Bank shall have issued a Card on the instructions of the Principal Cardholder.

2. Use of the Card

a) The Cardholder must sign the Card immediately upon receipt.

b) The Card may only be used by the Cardholder in accordance with and subject to the terms of this Agreement current at the time of use.

c) The Card may only be used to purchase goods or services or to obtain a cash advances at facilities and establishments accepting the Card.

d) The Card is not transferable and is valid for use only by the person whose name is embossed on the Card and only during the validity period embossed thereon.

e) The Card may only be used within the Credit Limit approved by the Bank. In determining whether the Credit Limit has been exceeded, the Bank may take into consideration the total amount of Card Transactions not yet debited to the Card Account and any authorizations given by the Bank in respect of prospective Card Transactions. Any Card Transactions which are honoured by the Bank and which result in the Credit Limit being exceeded will be taken as a request for a temporary increase of the Credit Limit.

f) The use of the Card is subject to the right of the Bank, in its absolute discretion and without prior notice, to at any time withdraw the right to use the Card for, or to refuse authorization of, any particular Card Transaction and to publish such withdrawal or refusal in such manner as the Bank shall determine.

g) The Card may be used to obtain cash advances from any ATM with a Mastercard logo within a Cash Advance limit, which shall form part of the Credit Limit, as shall be determined by the Bank and notified to the Principal Cardholder from time to time.

h) The Cardholder must be fully familiar and comply with all the applicable exchange control regulations when the Card is used outside the Republic of Kenya.

i) All Card Transactions, which take place in a currency other than Kenya Shillings whether in or outside Kenya, will be converted from the currency in which the Card Transactions took place into Kenya Shillings and shall be debited to the Card Account. Such conversion will be done at such exchange rate as may be determined by the Bank from time to time in its sole discretion.

j) Depending on Card Account history, the Bank may revise the Credit Limit on an ongoing basis and communicate with the Cardholder accordingly.

3. The Card Account, Statement of Accounts and Payments

a) The Bank will debit the Card Account with the amounts of all Card Transactions, all interests, fees and charges and any other liabilities of the Cardholder or losses incurred by the Bank arising from the use of the Card. The Principal Cardholder will pay to the Bank all amounts so debited whether or not a sale or cash advance voucher is signed by the Cardholder.

b) The Bank will prepare and send a monthly statement of account in respect of the Card Account to the Principal Cardholder, who shall have the option of paying a minimum amount of the total amount due (hereinafter referred to as “the Minimum Amount Due”) on the said statement or such higher amount as the Principal Cardholder determines. Any inquiry relating to such statement of account must be directed to the Bank immediately upon receipt thereof. If no such inquiry is made within fifteen (15) days from the date of the statement of account, the statement of account shall be deemed to be the accurate and conclusive record of the Card Account. In the event that the Bank is unable to send or produce such statement of account, the Cardholder's liability to pay the late payment fee shall remain unaffected.

c) All outstanding amounts charged to the Card Account are immediately payable to the Bank by the Principal Cardholder in event of:

i) Commission of an act of bankruptcy by the Cardholder.

ii) Liquidation, receivership or insolvency of a Corporate Principal Cardholder or if it appears that for all intents and purposes the Principal Cardholder has effectively ceased to operate.

iii) The death of the Principal Cardholder.

d) The amount of any excess over the Credit Limit, any arrears and any Card Transactions made in breach of this Agreement will be payable immediately and in full whether or not demanded by the Bank.

e) Payment on any Card will take effect when received by the Bank in cleared funds and when credited to the Card Account.

f) A handling fee, the amount of which will be determined by the Bank in its discretion, will be charged if a cheque or other remittance is not honored upon presentation.

g) Non-receipt of the statements of account by the Principal Cardholder shall not discharge the Principal Cardholder's obligations to pay all and any amounts due on the Card Account.

h) If the Bank accepts late or partial payment from the Principal Cardholder, this shall not affect any of the Bank's rights under this Agreement or at law, even if the payment is described as being full or partial settlement of any sum due.

i) The Principal Cardholder shall not be entitled to interest on any credit balance on the Card Account.

j) The Card Account will 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.

k) No rights of the Cardholder against the Bank may be assigned or otherwise disposed of.

l) No Cardholder shall return for cash refund any goods and tickets for services obtained with the Card. Any such refunds must be credited to the Card Account.

4. Other Charges and Fees

a) Any of the billed amounts rolled over after the due date will attract interest at such rate per month as determined by the Bank in its sole discretion from time to time on the outstanding daily balance on the Card Account during the billing cycle. The Bank reserves the right to revise such interest rates within the confines of the law at any time. Interest will continue to accrue from the due date until payment in full is made into the Card Account to clear the outstanding balance.

b) A late payment fee will be charged on any part of the Minimum Amount Due that remains unsettled/ outstanding after the Due Date in addition to interest on the balance carried forward.

c) An excess over limit fee will be levied on the balance over the Credit Limit. This fee will be determined by the Bank from time to time.

d) A fee of the amount of any cash advance shall be debited on the Card Account.

e) A subscription fee will be debited annually to the Card Account in respect of each Card. The amount of such subscription shall be determined by the Bank in its discretion.

f) A one-off joining fee will be debited to your account on opening of your Card Account.

g) The Bank will arrange a credit protection cover against the Card Limit and such premiums will be paid annually by the Cardholder.

h) All fees and charges at such rates, at such times and in such manner as the Bank may at its sole discretion determine from time to time in accordance with the Bank's Tariff.

i) The Cardholder must pay to the Bank immediately (and in full):

i) All amounts demanded by the Bank to be paid immediately on demand in the event that the Cardholder breaches this Agreement.

ii) All unpaid amounts if judgment is entered against a Cardholder or any guarantor of the Cardholder, whether by default or otherwise, and is not complied with within seven (7) days or if any execution distress sequestration or other process is levied against any of the property, assets or revenue of a Cardholder and/ or a guarantor of a Cardholder.

iii) All unpaid amounts if the Cardholder is convicted of a criminal offence, pronounced bankrupt or upon the passing of any other judgment that may bring doubt as to the Cardholder's character or fitness to duly engage in contractual obligations or legitimate business transactions.

5. Security of Card-Not-Present-Transactions

a) Internet sites are not always secure. It is the Cardholder's responsibility to ensure that any internet transactions are made on a secure site.

b) The Bank will not be liable for any loss as a result of the Cardholder quoting their Card number over the internet.

c) Where the Card is used under the secure terms of the card scheme (3D Secure for Mastercard), the Cardholder allows the Bank to send the authentication values to their registered mobile number and/ or email address.

d) The Card MUST NOT be used to fund any acts of terrorism, for money laundering purposes, fraud, or any other illegal activities.

e) If the Cardholder, or anyone authorized to use the Card, provides a mandate, whether such comprises a signed coupon, subscription, voucher, or telephone instructions, or requests a cash advance without presenting the Card (such as for mail order, telephone order or internet), the legal effect shall be the same as if the Card was used by the Cardholder and the sales or other documents or cash advance voucher was signed by the Cardholder. The Bank shall debit the Card Account with the amounts so debited whether or not such a voucher or other document is signed by the Cardholder and irrespective of any rights or obligations as between the merchant and the Cardholder.

6. Safeguarding the Card and the PIN

a) The Cardholder shall exercise all care necessary to ensure the safety of the Card and the secrecy of the PIN at all times. A Cardholder should never write the PIN on the Card or anything usually kept with the Card. The Cardholder shall exercise prudence in disguising any written record of the PIN.

b) A Cardholder shall not allow any other person to use the Card with or without the knowledge of the PIN.

c) If the Card is lost, stolen or is for any reason liable to misuse or the PIN has been disclosed to anyone, the Cardholder must notify the Bank's Card Centre immediately by calling +254 2849 8888 or +254 719 031 888, to be then followed by a written confirmation within 7 days either by e-mail or by post. Until the Bank receives such a written notification, the Principal Cardholder will be liable in respect of any use of the Card.

d) The Cardholder will give the Bank all the information in the Cardholder's possession as to the circumstances of loss, theft, or misuse of the Card or disclosure of the PIN and take all steps deemed necessary by the Bank to assist in the recovery of the missing Card. If a Card is reported as stolen, lost or liable for misuse, that Card must not subsequently be used but must be cut in half and returned to the Bank's Card Centre.

7. Supplementary Card

a) Upon the completion of an application form by a Principal Cardholder, the Bank may issue an additional Card to any person nominated as a Supplementary Cardholder. This Agreement shall apply to the use of the Supplementary Card and Principal Cardholder shall be bound by and be liable for the use of the Supplementary Card in the same manner as if he/she had used it personally. In addition, the Bank shall cancel any Supplementary Card at any time at the written request of the Principal Cardholder. It shall remain the responsibility of the Principal Cardholder to return or procure the return of the Supplementary Card to the Bank.

b) The Principal Cardholder and Supplementary Cardholder(s) shall be liable jointly and severally for all amounts due in respect of and charges incurred by use of the Supplementary Card.

8. Withdrawal of Use of the Card

a) The Bank may at any time without notice and without giving reasons thereto suspend, cancel or otherwise withdraw entirely or in respect of specific facilities, the Cardholder's rights to use the Card.

b) Such withdrawal shall not in any manner affect the Cardholder's liability for all amounts, charges and interest debited on the Card Account until the same is settled in full.

c) The Card remains the property of the Bank at all times and the Cardholder must immediately return any cancelled Card to the Bank.

9. Termination of Agreement

a) The Principal Cardholder may terminate this Agreement by giving thirty (30) days written notice to the Bank and such notice will take effect only when accompanied by the return of all the Cards issued for use on the Card Account and the payment of all liabilities of the Principal Cardholder under this Agreement.

b) The Bank may terminate this Agreement at any time without notice or reason and upon such termination, the Principal Cardholder must return to the Bank all Cards issued for the use on the

Card Account. Such termination shall not affect any liability of the Principal Cardholder for payment in respect of the Card Account.

c) In the event that there shall be an outstanding amount in the Card Account at the time of termination by either party as afore mentioned, the interest and charges payable shall continue to accrue and debited on the amount outstanding on the Card Account until the same is settled in full.

d) Unless the Agreement is terminated or unless instructed otherwise by the Cardholder, the Bank may automatically renew each Card in accordance with this Agreement. The Bank is not bound to issue any Card.

e) If a Card Transaction is authorized after a Card's expiry date, this should not be construed as an extension of the Card's validity period.

10. Variation of This Agreement

The Bank may without prior notice vary this Agreement at any time or times and notification of such variation shall be given to the Principal Cardholder either in writing or publication on thereof by such means as the Bank may select. A variation so notified shall be deemed binding on the Cardholder.

11. Use of Your Information- Data Protection

a) The Bank will search the Cardholder's record at one or more registered Credit Reference Bureaus to assist in deciding whether to enter into this and any future agreement with the Cardholder including consideration of any changes to the Cardholders Credit Limit. A record of the Bank's search will be made, and this may be available to other organisations that make similar searches. This may impact the Cardholder's ability to obtain credit elsewhere for a short period of time. Information held about the Cardholder by the Credit Reference Bureaus may already be linked to records relating to any person with whom the Cardholder has previously had a financial connection with ("connected person"). For the purposes of this Agreement the Cardholder may be treated as financially linked to such connected person and the Cardholder's application assessed with reference to any associated records.

b) The Bank may use information gained from the Cardholder's performance of any other agreement the Cardholder has with the Bank or any of the Bank's group companies. The Bank may also use a credit scoring system or other automated decision-making system. Any information the Bank holds about the Cardholder or an applicant for a Card or an associated person may be used for statistical analysis (whether an application is refused or declined).

c) The Cardholder agrees and confirms that the Bank may disclose any information in the possession of the Bank relating to the Cardholder and the Cardholder's Card Account to any and all agents used by the Bank in the course of the operation of the Card Including but not limited to agents appointed by the Bank to manage the Card.

d) The Bank shall add to Cardholder's record with Credit Reference Bureau (CRB) by giving information relating to this Agreement and information about the Cardholder's repayment record. We will also notify them of any default and any change of address you fail to inform us about where any payment is overdue.

e) A Cardholder's personal data will additionally be processed, transferred and disclosed by the Bank and/ or any of the Bank's group companies in connection with the following Purposes:

i. the provision of Services and to approve, manage, administer or effect any transactions that you request or authorize;
ii. meeting Compliance Obligations;
iii. detection, investigation and prevention of financial crime;
iv. collecting any amounts due and outstanding from the Cardholder;
v. enforcing or defending the Bank's rights;
vi. obtaining credit life assurance on the Credit Limit;
vii. for internal operational requirements (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes); and/or
viii. maintaining a relationship with you (including marketing or promoting financial services or related products and market research).

12. Right to Set Off

The Bank may, without notice, set off any indebtedness of the Cardholder against any of the Cardholder's account or any call or other deposit of the Cardholder.

13. General

a) The Bank shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to failure of any machine, data processing system, transmission link, public or private telecommunication system, electricity supply or to any industrial dispute, lockouts, wars, riots, insurrections, civil disturbances, terrorism acts, earthquakes, fires, storms, floods, local and central government regulation or any other circumstances whatsoever outside the control of the Bank, its servants and/ or agents.

b) The Bank shall not be liable, responsible or accountable in any way whatsoever for any loss, injury, or damage howsoever arising from the use of any ATM and subject to the joint and several liability of all the Cardholders the Principal Cardholder agrees to fully and effectually indemnify the Bank against all losses, costs, charges and expenses which the Bank may suffer or incur directly or indirectly arising from the use by the Cardholder of an ATM or any Breach of this Agreement by any Cardholder.

c) The Bank may demand, at its discretion, any amounts due on the Card Account if there is any breach of the Agreement herein by the Cardholder.

d) The Principal Cardholder and any Supplementary Cardholder shall indemnify the Bank against all costs, charges and expenses inclusive of any legal costs and disbursements incurred by the Bank in obtaining or attempting to obtain payment of any monies due and owing on the Card Account to the intent that the Bank shall suffer no loss by reason of its affording or continuing to afford the facilities offered by the use of the Card. Any legal costs and disbursements incurred by the Bank shall be deemed to include every sum which would be allowed to the advocates of the Bank.

e) The Bank's Card Centre must be notified in writing of any change in the Cardholder's address. Any notice or correspondence sent by the Bank or its advocates to the Cardholder at the address last notified to the Bank by the Cardholder shall be deemed duly served.

f) The Bank will send all correspondence in electronic form using email or any other electronic media. However, we reserve the right to send paper correspondence to your last known address as per our records.

g) The Bank may assign its rights, benefits and obligations under this Agreement at any time.

h) The Bank will not be liable in any manner whatsoever in the event of a refusal by any establishment worldwide to accept or honor the Card. The Bank will also not be liable for the quality, effectiveness or merchantability of any goods supplied or services rendered by any establishment.

i) No claim by the Cardholder against an establishment will be the subject of a set -off or counterclaim against the Bank in respect of any amount due from the Cardholder to the Bank.

j) Any facilities or benefits made available to the Cardholder as such and not forming part of this Agreement may be withdrawn at any time without notice.

k) The Principal Cardholder warrants that the information given by the Principal Cardholder in the application form for establishing the Card Account and any subsequent communication to the Bank in respect of the Card are true and accurate.

l) This Agreement and all matters arising out of the issue of the use of the Card are subject to and shall

m) be governed by the laws of the Republic of Kenya.

n) The Card must not be used by the Cardholder in contravention of any law, regulation of rule in force, nor as an aid to such contravention on or circumvention of the law, regulation or rule.


DTB
DIAMOND
TRUST
BANK