



DEBIT CARD APPLICATION/ REPLACEMENT FORM

Please fill the following details:

Personal Details

Guaranty Trust Bank (Kenya) Ltd

Name on Card											Gender (v)			
											M	☐	F	☐
ID No.						Passport No.								
Address						Postal Code								
Mobile No						Tel. No.								
Email						Nationality								
Physical address						Date of Birth	Day		Month		Year			
Acc No										Branch Name				
Acc. Name														

I hereby apply for a Debit Card to be issued to me and/ or my authorized user (subject to the Bank’s conditions issued/revised from time to time); I agree to be bound by the “Terms and Conditions for Use of ATM Card”

Principal Account Holder(s)

1) Name..... Signature..... Date.....
2) Name..... Signature..... Date.....

☐ Joint Account: Issue Card(s) to; ☐ Supplementary Card(s) to;

1) Name..... Signature..... Date.....
2) Name..... Signature..... Date.....

Service required (Please tick as appropriate)

☐ New card ☐ Replacement

Card to be collected at (Delivery branch).....

Official Bank Use Only

	Branch Code			Customer Number					CCy	Ledger Code			sub
Long Acc. No													

Identity documents/Signature(s) Verified by
Name.....
Signature..... Date.....
Verified by
Signature..... Date.....

TERMS AND CONDITIONS - DEBIT CARDS

Guaranty Trust Bank (Kenya) Limited

Terms and Conditions for use of MasterCard Debit Card

The terms and conditions for use of Guaranty Trust Bank (Kenya) Limited (hereinafter referred to as “the Bank” which expression shall where the context admits include its successors and assigns) issued debit cards are as specified in this document and as amended by the Bank from time to time. The Cardholders shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by signing the Card Application Form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card. The Cardholders will also continue to be bound by the terms and conditions of operations of all bank accounts held.

1. Definitions

- a) “Account(s)” means in relation to a Card any account(s) held by the Cardholder with the Bank, either solely in the name of the Cardholder or jointly with other account holders, designated by the Bank at the request of the Cardholder to be the eligible account(s) for effecting a Transaction for the Card and to which all amounts due from the Cardholder for the Card are to be debited provided that where the Account is a joint account or are joint accounts all the account holders of the joint account(s) must complete and execute the Card Application Form;
- b) “Agreement” means the terms and conditions contained herein, together with all appendices, annexures and schedules attached hereto;
- c) “Application Form” means the Application Form for the Card or the request made in the Application completed by the Customer in respect to the establishment and operation of an Account;
- d) “ATM” means Automated Teller Machine being a computer terminal that processes certain financial transactions;
- e) “Bank” means Guaranty Trust Bank (Kenya) Limited;
- f) “Card” means valid MasterCard debit card issued by the Bank to a Cardholder;
- g) “Cardholder” means a natural person to whom a Card has been issued by the Bank who also operates an account with the Bank and whose name appears on the Card.
- h) “Kenya” means the Republic of Kenya;
- i) “Merchant Establishment” means an establishment wherever located which accepts the Card and shall include but not be limited to stores, shops restaurants, hotels or airline organizations which display the Bank’s logo or a Shared Network Partner’s logo including any Master Card branded logo, as a sign of acceptance of the Card and at which a POS Terminal has been installed;
- j) “PIN” means in relation to the Cardholder, the personal identification number being a set of code numbers that is supplied by the Bank together with the Card and is required to gain access via an ATM or POS Terminal to effect a Transaction;
- k) “POS Terminal” means a point of sales terminal installed at a Merchant Establishment capable of processing a Transaction;
- l) “Shared Network Partner” means anybody with which the Bank enters into an arrangement by which Cardholders of the Bank can effect Transactions on ATMs and/or POS Terminals owned by or affiliated to the body;
- m) “SMS” means Short Message Service which is an electronic communication done using a fixed land line or a cellular network;
- n) “Statement” means a periodic list of transactions carried out during a certain period and is sent by the Bank to a Cardholder detailing all transactions carried out during a certain period;
- o) “Transaction” means any permissible instructions given by a Cardholder using the Card directly or indirectly to the Bank to effect permissible actions in relation to the Cardholder’s account (examples include (but are not limited to) cash withdrawals, payments at point of sale, cash/Cheque deposits etc);
- p) Any reference to “you” or “your” means Cardholder; and
- q) Any reference to “we” or “us” means the Bank.

2. ATM Usage

- a) The Card may be utilized at any ATM for the following Transactions:
 - i. to effect a debit to the Account by withdrawal of cash, any such debit being effected immediately;
 - ii. to effect a credit to the Account by the deposit of cash or cheque, any such credit being effected either on the next working day (for cash deposit) or on the day of receipt of cleared funds (for cheque deposits).
 - iii. to display the current balance of the Account on the ATM;
 - iv. to give an account mini statement to the Cardholder;
 - v. to order a Statement relating to the Account; and
 - vi. such other Transaction as may from time to time be made available by the Bank to the Cardholder.
- b) All withdrawals of cash from ATMs for each Card shall be subject to the daily cash withdrawal limit as notified from time to time by the Bank as well as subject to sufficient funds being held in the Account. The Cardholder agrees not to attempt to effect a withdrawal of cash unless a sufficient balance of funds is available in the Account. The onus of ensuring an adequate Account balance is entirely on the Cardholder.
- c) The Bank may, at its discretion, reserve a certain minimum amount to be maintained in the Account, below which a withdrawal Transaction will not be allowed, even if sufficient funds are available in the Account to allow the Transaction.

d) In the absence of manifest error the Bank’s records as to any Transaction or its consequences shall be conclusive.

- e) When a Cardholder completes a Transaction through an ATM, s/he can opt to receive a printed Transaction record. However, for all cash/cheque deposit transactions at the ATM the Cardholder agrees that no receipt shall be issued by the ATM other than an acknowledgement of receipt of a cheque or envelope as the case may be and without express reference to the amount deposited.
- f) All cash and cheque deposits shall be subject to verification by the Bank and such verified amount shall be binding on the Cardholder.
- g) The Cardholder is advised to retain the record of a Transaction generated by the ATM.

3. Merchant Establishment Usage

- a) The Card may be utilized at any Merchant Establishment. The Card is for electronic use only.
- b) Once authenticated and approved, the Transaction is complete and a Transaction print out shall be generated at the POS Terminal for execution by the Cardholder.
- c) The Cardholder is also advised to check the Transaction details before taking delivery of the items purchased and/or services provided and leaving the counter of the Merchant Establishment.
- d) Once the Card is swiped and verified and the Transaction approved, the Account shall be debited with the full value of the Transaction immediately.
- e) The Bank shall not accept responsibility for any arrangement or negotiations the Cardholder may have with the Merchant Establishment including but not limited to the nature or quality of the goods supplied and/or services provided or any representations or warranties made by the Merchant Establishment. Should the Cardholder have any complaint concerning any Merchant Establishment as to the merchantability or quality of goods supplied and/or services provided, such complaint shall be resolved by the Cardholder directly with the Merchant Establishment. Failure to do so however shall not relieve the Cardholder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) of any obligations to the Bank. The Cardholder is also advised to notify the Bank of any grievances, complaints or disagreements with a Merchant Establishment immediately.
- f) The Bank does not accept any responsibility for a surcharge levied by any Merchant Establishment.
- g) In case a Cardholder wishes to reverse a completed Transaction due to an error or on account of return of merchandise by the Cardholder to the Merchant Establishment, the earlier sales receipt issued by the Merchant Establishment must be cancelled by the Merchant Establishment, and a copy of the cancelled receipt must be retained in the Cardholder’s possession. Reversal/ refund of debits due to such Transactions shall be processed manually and shall only be made by the Bank upon the Bank’s receipt of:-
- h) an appropriate refund from the Merchant Establishment, either directly or through the respective Shared Network Partner’s settlement process; and
- i) The cancelled sales slip from the Cardholder.
- j) If the Cardholder, or anyone authorised to use the Card, provides a mandate whether such comprises a signed coupon, subscription voucher or telephone instruction or gives the Card number to make a purchase or obtain 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 a sales voucher or any other document or cash advance voucher was signed by the Cardholder. The Bank shall debit the Card Account with the amount of all Card transactions and the Cardholder will be liable to pay the Bank all 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 Establishment and the Cardholder.
- k) Merchant establishments may have maximum limits on amounts spend and the velocity of transactions. These limitations vary for every Merchant. The Bank will not be responsible for ascertaining or notifying the Cardholder of such restrictions and shall not be liable for any loss suffered by the Cardholders due to these limitations/restrictions.

4. Cardholder Obligations

- a) The Cardholder shall be deemed to have read, understood and agreed to be bound by these Terms and Conditions upon signing of the Application Form.
- b) The Cardholder must sign the Card immediately upon receipt. The Cardholder must thereafter store and keep the Card in a safe place always within sight.
- c) The Cardholder confirms in particular to have considered all charges levied by the Bank and found them to be fair, reasonable and necessary to enable the Bank to continue affording the Card facility to him/her and shall not dispute any claim by the Bank against him/her (or against the main Card Account holder in case of a body corporate) on grounds that the charges charged by the Bank are unfair or unreasonable under any circumstance whatsoever.

5. International Usage

- a) Use of the Card must be in strict accordance with these Terms and Conditions, MasterCard Worldwide terms and condition as well as MasterCard Asia/Pacific Pte Ltd’s terms and condition.
- b) In the event of any failure to comply with the same the Cardholders shall be liable jointly and severally with other for such failure and their Cards may be revoked by the Bank. The Cardholders shall jointly and severally indemnify and hold the Bank harmless from and against any/all consequences arising from the Account holder(s) not complying with terms and conditions provided.
- c) The Card is valid for transactions done in other currencies. However, billing for the same will be in the Cardholder’s Account currency.

- d) The Bank shall be under no liability whatsoever in respect to any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction on the account of the Cardholder having exceeded the foreign exchange entitlements for any Merchant Establishment as prescribed from time to time.
 - e) The Cardholder undertakes not to use the Card to effect payment(s) for any illegal purchases of items/services not permitted by the Bank or country regulations.
 - f) In case of Transactions effected in foreign currency using the Card, the Cardholder should promptly contact the Bank and complete all necessary documentation as required.
6. Authority to Set Off
- a) The Bank may without notice set-off against any indebtedness of the Cardholder from any account held with the Bank whether current, savings, loan or any other types of deposits.
 - b) The Bank may upon notice to the Cardholder, set-off his Account against any other account or indebtedness in respect of which the customer is liable notwithstanding that some other person may also be liable in respect thereof. In such circumstances upon receipt of an indemnity satisfactory to the Bank against costs and customers expenses, the Bank will give the customer any assistance necessary in obtaining the refund.
7. Fees and Charges
- a) In respect of each Cardholder the Bank shall be entitled at its sole and absolute discretion to charge and debit from the Account such fees and charges as it may from time to time notify the Cardholder including but not limited to an initial Card issuance fee, a Card renewal and/or replacement fee for an amount to be prescribed by the Bank from time to time for the use of the Card and a charge for undertaking such Transactions as may from time to time be specified by the Bank. Any failure however by the Bank to so notify the Cardholder shall not prejudice in any way howsoever the recovery by the Bank of such fees and charges from the Cardholder (and in case of a Card issued in respect of a joint Account any of the joint Account holders). If the Card is utilized at ATMs belonging to Shared Network Partners of the Bank, a service fee may be charged by the operator and/or an automated transfer network for undertaking the Transaction.
 - b) In a situation where the funds in the Account are not sufficient to deduct such costs, charges and fees, the Bank reserves the right to recover the same directly from the Cardholder and/or from any accounts maintained by the Cardholder.
 - c) For the avoidance of doubt, the Cardholder hereby expressly agrees and acknowledges that Transaction fees for any Transaction will be debited to the Account at the time of posting the said Transaction.
8. Personal Identification Number (PIN)
- a) To enable the Cardholder to utilize the Card, the Bank may at its sole discretion opt to issue the Cardholder with a PIN or provide the Cardholder with guidelines and procedures to enable the Cardholder generate his own PIN. Should the Bank opt to select the former option, the PIN shall be mailed and/or personally delivered to the Cardholder on identification and the Cardholder shall ensure that the same is received in a sealed envelope. Should the Bank opt to select the latter option, it will activate the Card and then issue the Cardholder upon identification with guidelines and procedures to aid the Cardholder generate his own PIN. The Cardholder hereby expressly agrees and acknowledges that he /she shall indemnify and keep indemnified the Bank against any loss, claims and/or damages whatsoever arising should he/she fail and or neglect to generate his own PIN upon activation of the Card by the Bank and issuance to him/her of the same together with the activation guidelines and procedures.
 - b) In both instances, the PIN may subsequently be changed by the Cardholder at his/her own risk at any ATM that offers such a service. The security of the PIN is important and must be maintained by the Cardholder at all times.
 - c) The Cardholder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) may incur liability for unauthorized use of the Card and any instruction given by means of the Card and the PIN, whether in conjunction or independently, may be deemed by the Bank at its sole and absolute discretion to be instructions given by the Cardholder. The Cardholder must ensure that she/he does not reveal the PIN to any third party and takes adequate precautions to prevent anyone else seeing his/her PIN being entered in at an ATM or POS Terminal. The Cardholder must memorize his/her PIN and thereafter destroy any record of it.
9. PIN Security
- a) The PIN issued to the Cardholder is strictly for the use by the Cardholder, and is non – transferable and is strictly confidential.
 - b) The Cardholder shall:
 - i. Not divulge the PIN to anyone including but not limited to another Cardholder, a family member or friend.
 - ii. Take precaution to prevent anyone else seeing the PIN being entered in an ATM or POS Terminal.
 - iii. Not write or indicate the PIN on the Card or elsewhere, even if it is disguised.
 - iv. Commit the PIN to memory and destroy any record thereof.
10. Lost or Stolen Card
- a) The Cardholder should immediately inform the Bank if he/she suspect his/her Card has been lost, stolen or compromised. The Cardholder should confirm any telephone notification in writing within seven (7) days of the occurrence of the loss or theft, ensuring to quote the Card Account in the notification. Until and unless such notice is received, the Bank shall be authorized and shall remain authorized to debit the Cardholder's Account for Transactions made using the Cardholder Card.
 - b) The Cardholder shall be liable to the Bank for all losses or claims to the Bank arising from any Card Transactions affected before such notice. The Cardholder shall give the Bank and any such person acting on behalf of the Bank all necessary assistance in any investigations, avail information as to the circumstances of the loss, theft or possible misuse of the Cards. The Cardholder shall take all reasonable steps to assist the Bank recover the Card and funds lost.
 - c) If the Cardholder's Card is lost and reported to the Bank and he/she subsequently finds it, he/she shall destroy the Card by cutting it up and report the discovery to the Bank.
 - d) The Bank shall, as soon as practicable, replace any lost or stolen Card subject to payment of the applicable replacement charge. If there is a dispute on Transactions as a result of loss of Card or any other dispute the following documents must be submitted by the Cardholder:-
 - i. Dispute claim form
 - ii. Dispute letter with a list of disputed transactions (Date, Name of Merchant Establishment, Amount etc)
 - iii. Copy of police abstract (where necessary)
 - iv. Copy of ID (if required by the Bank)
 - e) After blocking of the Card the Card cannot be used by the Cardholder again even if the Card is later recovered.
11. Termination, Replacement and Cancellation
- a) The Cardholder may discontinue utilizing the Card services provided by the Bank at any time by a written notice to the Bank accompanied by the return of the Card cut into two pieces.
 - b) The Bank shall be entitled to discontinue the Card services at any time by canceling the Card without assigning any reason whatsoever upon issuance of seven (7) days' notice, which notice shall be issued either by posting to the Cardholder's address last notified in writing to the Bank or by electronic mail to the Cardholder's electronic mail address as indicated in the Application Form. The notice shall be deemed to have been served upon the Cardholder seven (7) days after the date of posting or seven (7) days after the date of sending the electronic mail as the case may be. Upon termination either at the request of the Cardholder or by the Bank, the Bank shall not be required to refund any amounts to the Cardholder (and in case of a Card issued in respect of a joint Account any of the joint Account holders), whether in respect of prepaid fees or otherwise.
 - c) The Cardholder must not use or attempt to use the Card after any notification of its cancellation or withdrawal has been given.
 - d) On receipt of a written request for replacement of a Card either damaged or lost the Bank after due verification may issue a replacement Card and debit the Account with the appropriate replacement fee applicable from time to time.
 - e) An issued Card shall have a limited validity period, on expiry of which a new Card may be issued by the Bank at its sole and absolute discretion. Should the Bank choose to re-issue a card upon expiry thereof, it shall inform the Cardholder to collect the new Card from the Cardholder's respective branch within one month of such notification. The Bank shall be at its discretion to destroy such Card(s) that is not collected as aforesaid.
 - f) The Cardholder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) shall be liable for all Transactions undertaken by the Cardholder and/or charges incurred up to the receipt, as duly acknowledged by the Bank, of the written notice of termination to the Bank.
 - g) For purposes of clarification, all amounts the Cardholder owes the Bank shall immediately become due and payable to the Bank if:
 - i. The Cardholder requests the Bank to close his/her Account; or
 - ii. The Cardholder requests the Bank to cancel his/her Card; or
 - iii. The Bank revokes the Cardholder's Card or terminate this agreement; or
 - iv. The Bank closes the Cardholder's Card Account; or
 - v. The Cardholder breaches any part of these terms and conditions; or
 - vi. The Cardholder is declared bankrupt or his/her estate is provisionally or finally placed under a receiver or other administrator; or
 - vii. The Cardholder dies.
12. Consent and Conduct of Account
- a) The Cardholder consents to the Bank:
 - i. Making inquiries as to the conduct of his/her Account from any credit reference agencies
 - ii. Listing his/her Account with any credit reference agency should he/she default on the Cardholder repayment obligation to us
 - iii. Releasing information to third parties for recovery and/or debt collection purposes.
13. Liability of Cardholder and Bank
- a) A Cardholder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) shall be fully liable in respect of each Transaction undertaken by the use of the Card. A Transaction must be carried out in such a way that any confidential information displayed on a POS Terminal is not disclosed to a third party. The Bank shall not be liable for any disclosure to any third party arising out of effecting of a Transaction.

- b) A Cardholder (and in case of a Card issued in respect of a joint Account any of the joint Account holders) shall not hold the Bank liable, responsible or accountable in any way whatsoever for any loss, injury or damage howsoever arising out of the use of an ATM including inability to make a cash withdrawal due to lack of funds at the ATM where the transaction is being processed.
- c) The Bank shall not be liable for the refusal or inability of any Merchant Establishment, POS Terminal or ATM to accept or honour a Card or to complete a Transaction or for the retention of a Card by an ATM or POS Terminal.
- d) The Bank shall not be liable for any loss incurred as a result of malfunction of an ATM or POS Terminal.
- e) Should the Bank close or suspend access to the Cardholder's Account for any reason, the Cardholder hereby expressly agrees and acknowledges that the Bank shall not be held liable to him/her for any direct, indirect consequential or special damages arising from any act or omission by the Bank or any third party for whom the Bank is responsible, whether arising in statute or contract.

14. Statement of Account

- a) All Transactions undertaken using the Card shall appear in the monthly Account Statement, which Statement shall be subject to the General Terms & Conditions governing the Account.
- b) Any Statement sent through post will be deemed to have been received by the Cardholder within seven (7) days from the posting to the address last given to the Bank in writing

15. Circumstances Beyond the Control of the Bank

- a) The Bank shall bear no liability for inability to perform its obligations with regard to the ATM operations due to anything whatsoever outside the control of the Bank.
- b) The Bank shall not be liable if it is unable to perform its obligations due to (directly or indirectly) to the failure of any machine, data processing system or transmissions link or to industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, storms, flood, civil disturbances, terrorisms, governmental regulations and directions and anything outside the direct control of the Bank, its agents or sub contractors.

16. Amendment of Condition of Use

- a) These Terms and Conditions may be amended, modified and/or replaced in whole or in part at any time by the Bank in its sole and absolute discretion. The Bank may notify the Cardholder of any such amendments, modifications and/or replacements but any failure by the Bank to so notify the Cardholder shall not prejudice in any way howsoever the validity and/or enforceability of the Terms and Conditions as so amended, modified and/or replaced.
- b) Upon any such amendment, modification and/or replacement of these Terms and Conditions by the Bank any subsequent use of the Card shall be deemed to constitute acceptance of such amendments, modifications and/or replacements.

17. MasterCard Regulations

- a) The use of the Card is regulated by the terms of MasterCard Worldwide as well as well as MasterCard Asia/Pacific Pte Ltd's terms and conditions and you agree to abide by those terms as they shall be communicated to you by the Bank from time to time.
- b) Any charges made by MasterCard on foreign currency transactions shall be debited to the Cardholder Card Account. The amount of the Card transactions and charges rendered involving foreign currency shall be converted into the original currency in which the Card was ordered using the exchange rate quoted by the Bank on the date payment is received and any exchange gain or loss is credited/debited to the Cardholder's Account.

18. Government Fees And Charges

- a) Any Government duties, rates, taxes or charges as and when levied by the Government or any other competent taxing authority in respect of any Transaction shall be payable by the Cardholder and debited by the Bank to the Account.

19. Validity

- a) The Card is valid up to the last day of the month/year indicated on the Card unless otherwise revoked or cancelled by the Bank. Upon expiry the Cardholder shall cut the Card in half and take it to the nearest branch of the Bank located countrywide.

20. Multiple Accounts and Cards

- a) The daily cash withdrawal limit for a Card shall be in respect of the total daily cash withdrawals made from all the Accounts for the Card
- b) Where the Account is a joint Account and mandate is either or survivor to sign, upon completion and execution of the Application Form by each account holder of the joint Account, any of the joint Account holders may be issued with a Card in respect of the said joint Account.
- c) Where the Account is a joint Account and Cards are issued to more than one or all of the joint Account holders, each Card so issued shall be separately subject to the daily cash withdrawal limit.

21. Expenses Of Enforcement

- a) The Cardholder (and in case of a Card issued in respect of a joint Account all joint Account holders jointly and severally) shall be liable to indemnify the Bank (on a full and unqualified indemnity basis) in respect of any and all expenses incurred by the Bank in enforcing or attempting to enforce these Terms and Conditions or the recovery of any amounts due from a Cardholder to the Bank including all legal fees and court filing fees and disbursements.

22. Governing law and jurisdiction

- a) These terms and conditions and all matters arising out of the issue and use of the Card are subject to the laws of the Republic of Kenya and the parties submit to the exclusive jurisdiction of the Kenya courts of law.
- b) The Cardholder shall not use the Card for any unlawful purposes, including the purchase of goods and services prohibited by the laws of Kenya, or in any contravention of any rule of law in force, nor as an aid towards any such contravention.

23. General

- a) A Card is not transferable and must not be used by any person other than by the Cardholder.
- b) A Card remains the property of the Bank and upon cancellation must be surrendered on demand to the Bank.
- c) The Card is neither a credit card nor a cheque guarantee card and the Cardholder shall not represent the Card as such.
- d) The Account may not be overdrawn by a Cardholder by effecting a Transaction.
- e) Cash or Cheques deposited in an ATM for credit to an Account shall be collected by the Bank and the proceeds shall not be available until the relevant funds have been received for value by the Bank.
- f) The execution of a Transaction shall be subject to any operating limitations mandated on the Account.
- g) The use of the Card is subject to MasterCard Worldwide Regulations
- h) The Cardholder hereby gives consent to the Bank to make inquiries regarding the verification of any information that has been provided by the Cardholder in the Application Form
- i) The Bank may assign its rights and benefits at any time.
- j) The Cardholder warrants the complete accuracy of the information given upon the application for establishing the Card Account and any subsequent communication with the Bank.
- k) The Cardholder will promptly notify the Bank in writing of any change in address and telephone numbers.
- l) Any favour or concessions the Bank may give you will not affect any of our rights against you.
- m) The Bank can close the Cardholder's Account, reduce the Cardholder's limit, restrict activity and suspend access to the Cardholder's Account if we in any way know or suspect that the Cardholder's Card is being used fraudulently, negligently or for illegal activities or if the Bank must do so to comply with the law, without notice to the Cardholder.
- n) The Card can be used to access and transact over other delivery channels such as Internet Banking and as such rules of those channel apply as well as the Card existing rules.
- o) It is the Cardholder's responsibility to ensure that the Card will not be used for unlawful/illegal transactions.
- p) Where there is a dispute, please make a formal complaint to the Bank in writing and the Bank will endeavor to resolve the dispute as per MasterCard rules and regulations.
- q) For the avoidance of doubt, the Cardholder hereby expressly agrees and acknowledges that he/she shall remain liable for any amounts owing until the Card Account is paid in full. Transactions still pending from Merchants will be processed as per regulations from MasterCard Worldwide as well as MasterCard Asia/Pacific Pte Ltd.
- r) These terms and Conditions cannot be varied or amended by the Cardholder.

I/We confirm that I/we have read and understood these Terms and Conditions (as may be amended from time to time by the Bank) and I/we accept to be bound by the same.

Applicant's Full Name:

Signature:

Date:

1. _____ /2

2. _____ /2