



Jaza Duka: Terms and Conditions.

1. DEFINITIONS

- 1.1. "The Bank" means KCB Bank Kenya Limited of P.O. Box 48400, 00100 Nairobi.
- 1.2. "Card" means any credit card including any additional or virtual card issued by the Bank to you or to persons nominated by you from time to time under this agreement.
- 1.3. "Cardholder" means the principal cardholder and any other person for whose use a Card is issued by the Bank at your request.
- 1.4. "Card Account" means the account maintained by the Bank for you in connection with the Card transactions
- 1.5. "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.
- 1.6. "Card Transaction" means any payment made or cash advance obtained by the use of the Card, or any other activity on the Card in any manner authorized by you whether or not resulting in a debit to your Card Account.
- 1.7. "Conditions" mean these or any other conditions made by the Bank from time to time.
- 1.8. "Credit Limit" means the maximum debit balances from time to time permitted on the Card Account as determined by the Bank in its absolute discretion and notified to you.
- 1.9. "Due Date" means seven (7) calendar days after the Statement Date or such date as shall be notified to you by the Bank in writing from time to time
- 1.10. "Month" means a calendar month.
- 1.11. "Personal Information" means your Card Number and any other information which may be used to complete a Card Transaction.
- 1.12. "Principal Cardholder" means you.
- 1.13. "Statement" means the Statements of the Card Account sent to you every ten (10) days by the Bank or made available via the mobile banking application in accordance with these conditions.
- 1.14. "Statement Date" means the date on which the Statement is rendered.
- 1.15. "You" refers to the Principal Cardholder.
- 1.16. The masculine gender includes the feminine and the vice versa.

2. CONDITIONS CONSTITUTING AGREEMENT

- 2.1. You shall be deemed to have read, understood and agreed to be bound by these conditions upon your signing of the application form.
- 2.2. The conditions may be varied from time to time constitute the agreement between you and the Bank with respect to the issuance and the use of the Card provided that you will be provided with advance written notice of thirty (30) days before any variations become effective. You shall be deemed to have accepted the variations if you perform any Card Transaction after lapse of the said notice.
- 2.3. You confirm in particular that you have considered the rate of interest specified in Condition 7 and the charges levied by the Bank as specified in Conditions 13 and 14 below and found them to be fair, reasonable and necessary and to enable the Bank to continue affording the Card facility to you and you shall not Dispute any claim by the Bank against you on grounds that the charged and or rates of interest charged by the Bank are unfair or unreasonable under any circumstances.

3. THE CARD

Subject to the terms of this agreement

- 3.1. The Bank shall issue you at the Bank's sole discretion and to any other person nominated by you who agrees to be bound by these Conditions, a Card or Cards to enable you to obtain facilities and benefits made available by the Bank
- 3.2. The Card is and remains the property of the Bank at all times, must be returned to the Bank on request and may be repossessed by the Bank or any person acting on its behalf at any time without notice.
- 3.3. Until and unless this Agreement is terminated the Bank shall renew the Card from time to time and debit the renewal and all other applicable charges to your Card Account.

4. CREDIT LIMIT AND STATEMENT OF ACCOUNT

- 4.1. The Bank shall advise you of the Credit Limit when you are issued with a Card. Thereafter, the Bank shall prepare and send to you a Statement showing the status of your Card Account every ten (10) calendar days.
- 4.2. You must pay to the Bank on the due date the minimum payment shown on the statement although you may pay the total outstanding sum or any larger sum as you may wish.
- 4.3. The Bank may at any time and without giving any reasons vary your Credit Limit on giving you an advance thirty (30) calendar days' written notice to that effect. You shall be deemed to have accepted your new Credit Limit by making a payment Card Transaction at any time thereafter. Provided that the Bank may give you a shorter notice if variation of the Credit Limit is necessitated by the Bank's legal duty to lend responsibly. You are advised to check all the entries in the Statements against the Card Transactions vouchers or receipts to confirm the correctness of those entries.
- 4.4. If you notice any charge that you do not recognize, or which does not tally with your Card Transaction vouchers or receipts, you are advised to contact the Card Centre or the nearest branch of the Bank immediately and seek clarification or correction.
- 4.5. No queries or complaints relating to entries in a statement shall be entertained by the Bank after the expiry of the fifteen (15) calendar days from your Statement Date.
- 4.6. The Credit Limit should never under any circumstance be exceeded. Any amounts incurred in excess of the Credit Limit shall be immediately due and payable to the Bank whether or not demanded. In calculating whether the Credit Limit has been exceeded the amount of every Card Transaction authorized but not debited to your Card Account shall be taken into account.
- 4.7. You shall not make any payment to any person except the Bank in respect of goods and services obtained with the use of the Card.
- 4.8. Non receipt of a Statement shall not discharge you from your obligation to pay any amounts due, including interest and late payments charges; it being understood that you shall at times, maintain for your records, copies of the Card Transactions vouchers or receipts

5. USE OF THE CARD

- 5.1. You shall comply with the following terms and ensure that any additional Cardholder complies with them:
 - 5.1.1. In using the Card, do not exceed the Credit Limit notified to you from time to time by the Bank.
- 5.2. 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 any person acting on the Bank's behalf. You and the additional Cardholder(s) shall be jointly held liable for all charges incurred by any Cardholder or levied by the Bank in connection with the Card.
- 5.3. Any person nominated and authorized by a company to use a Card shall be jointly and severally liable with the company for all charges incurred by the use of the Card or levied by the Bank in connection with the Card.
- 5.4. The use of the Card is subject to the Bank's absolute discretion to withdraw the right to use the Card or to refuse any request for authorization of any Card transaction at any time and without prior notice.

6. DEBIT OF CARD ACCOUNT

- 6.1. The Bank shall be entitled to debit your Card Account each month with the amount of all Card Transactions arising from the use of the Card, including interest due and other charges under this agreement incurred by you or any additional Cardholder(s).

7. INTEREST CHARGES

- 7.1. No interest shall be charged on any items appearing on your Statements should you repay the whole amount outstanding on the Statement by close of business on the Due Date. Interest will be charged at a rate of 3.5% per month on the daily outstanding balance from one Statement Date to the next or at such rate as the Bank shall determine from time to time.
- 7.2. Any change of interest rates shall be notified to you on the Statement or such other means as the Bank shall find appropriate and in providing notice it shall be enough for the Bank to produce a copy of the Statement containing such notice or the means by which the change was notified to you.

8. REPAYMENTS

- 8.1. Repayment shall take place when remittances are credited to your Card Account in the following order of priority:
 - 8.1.1. In repayment of all interest shown on the latest and previous Statement.
 - 8.1.2. In repayment of all charges under this agreement.
 - 8.1.3. Towards repayment of all Card Transactions shown on any previous Statement.
 - 8.1.4. Towards repayment of all Card Transactions authorized but not shown on any Statement.
- 8.2. The Bank will, effective 1st December, 2017, provide a free pay bill number on the MPESA service through which you may directly credit repayments into your Card Account. The usual MPESA transaction charges for the pay bill transaction incurred prior to 1st December, 2017, in respect of such repayments will be refunded by the Bank within seven (7) days from the date of the pay bill transaction, provided that you shall immediately provide such documents and other information as may be requested by the Bank to facilitate the refund.

9. USE OF THE CARD BY OTHER PERSONS

- 9.1. You shall be liable for purchase or cash withdrawals made using your Personal Information. It is therefore your duty to keep your Personal Information secure.
- 9.2. Any person nominated by you to be a Cardholder shall remain so authorized to complete Card Transactions until you cancel the nomination in writing and communicate the cancellation to the Bank, provided that the cancellation shall only take effect upon the lapse of such reasonable time as may be necessary to allow the Bank to effect your instructions to cancel the nomination.

10. PAYMENT OF AMOUNTS DUE

- 10.1. You shall within seven (7) calendar days from the Statement Date pay to the Bank all amounts as shown on the Statement (including any debit balance in excess of the Credit Limit or the amount of any Card Transaction made in breach of this agreement) whether or not you signed the relevant vouchers or receipts.
- 10.2. Your Card will be blocked one (1) calendar day after the Due Date in case you pay less than the minimum required repayment amount (currently 50% of outstanding amount).
- 10.3. In the event of any act of bankruptcy, death, liquidation appointment of a receiver or other event of insolvency the total amount due on the Card Account shall become immediately payable.

- 10.4. Any payment to the Bank shall only take effect when received at the Card Centre or any branch of the Bank in cleared funds and credited to the Card Account. You shall be liable to pay a handling fee if a cheque or other remittance is dishonored on presentation.
- 10.5. Any amount not paid on Due Date shall attract interest as provided in condition 7 above in addition to all other charges under this agreement.
- 10.6. Whenever the Bank is determining the date on which payment is due, it may, in its absolute discretion and without reference to you, select dates in each calendar month as the Statement Dates.

11. LIABILITY

- 11.1. The Bank shall not be liable in any way if a third party does not honor the Card.
- 11.2. You shall be liable for any loss or cost suffered by the Bank, as a result of any breach of this agreement.
- 11.3. 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.

12. CARD HOLDERS CLAIMS

- 12.1. Your Card Account shall only be credited with a refund in respect for a Card Transaction if the Bank receives refund voucher or other refund verification acceptable to it.
- 12.2. No claim by you against a third party may be the subject of a defense or counter claim against the Bank.
- 12.3. You may not assign or otherwise dispose of any of your rights and obligations under this agreement.
- 12.4. You shall not be entitled to any interest on any credit in your Card Account.
- 12.5. You shall not return for cash refund any goods and tickets obtained with the use of the Card.

13. CHARGES

- 13.1. At present the following fees and charges apply:
 - 13.1.1. Joining fee Waived
 - 13.1.2. Annual fee Kes. 1,200/- to be charged after the first year of use of the Card.
 - 13.1.3. Late payment charge is 5% of the total outstanding balance on the Card in case minimum payment is not received by due date
 - 13.1.4. Interest rate 3.5% of any amount advanced using the Card Charges and fees shall be reviewed from time to time as the Bank shall deem necessary provided that revised charges and fees shall only be effective after the lapse of thirty (30) calendar days following notification of intention to increase the fees and charges.
- 13.2. All fees and charges shall be debited to your Card Account immediately they are incurred or become due.

14. LATE PAYMENT FEES

- 14.1. In addition to interest charged pursuant to clause 7 above, a late payment charge of five percent (5%) of the total amount outstanding on your Card Account at the end of each month shall be charged if such amount is still unpaid on the Due Date.
- 14.2. If the Bank accepts late or partial payment this shall not affect any of its rights under this agreement or at law even if the payment is described as being in full or partial settlement of any sum.

15. INDEMNITY AND RECOVERY OF COSTS

- 15.1. The Bank will honour Card Transactions effected by you through mail and other orders and debit your Card Account in the usual manner.
- 15.2. You agree to be liable for all such Card Transactions and, in proving that the transaction was authorized by you, the Bank shall be entitled to rely on such documentary evidence as may be available to it which confirm that you gave your Card number to a merchant by order and the Bank's rights shall not be affected or defeated by reason of your not having placed, confirmed or renewed that order or received the goods in question.

16. MAIL ORDER

- 16.1. You agree to be liable for all Card Transactions effected using your Card and in proving that the transaction was authorized by you, the Bank shall be entitled to rely on such documentary evidence as may be available to it which confirm that you gave your Card number to a merchant by mail or other order and the Bank's rights shall not be affected or defeated by reason of your not having placed, confirmed or renewed that order or received the goods in question.

17. EXECUTION BY A BODY CORPORATE

- 17.1. If you are a corporate body you hereby warrant that all corporate actions necessary for the signing of the application form have been taken and that no further action is required to validate the execution of this agreement.

18. VARIATION

- 18.1. The Bank reserves the right to vary, amend or replace all or any of these conditions at any time in accordance with this agreement. The Bank shall notify you of any changes made to these conditions by thirty (30) calendar days' advance notice but failure to make such notification shall not invalidate the changes.

19. BREACH OF CONDITIONS

- 19.1. In the event of any breach by you or any additional Cardholder of any of these conditions the Bank may in circumstances where you fail to comply or fail procure compliance with the terms of a notice served by the Bank on you, require immediate repayment in full of the outstanding balance on your Card Account.

20. SUSPENSION

- 20.1. The Bank may at any time and without notice cancel or suspend the right to use the Card entirely or in respect of specific facilities or refuse to re-issue, renew, or replace any Card without affecting your obligations under this agreement.

21. TERMINATION

- 21.1. You may terminate this agreement at any time on written notice to the Bank accompanied by the return of all the Cards and on repayment of the full outstanding balance on your Card Account.
- 21.2. Termination shall only be effective upon the return of all the Cards issued for use on your Card Account and the discharge of all the outstanding liabilities under this agreement.
- 21.3. The Bank may cancel any Card on written notice either to you or the additional Cardholder accompanied by the return of the Card to the Bank and payment of all sums outstanding on your Card Account.
- 21.4. The Bank may at any time and without giving reasons or notice terminate this agreement and upon such termination you must repay the full outstanding balance on your Card Account and return to the Bank all Cards issued for use on your Card Account and until receipt of the said cards you shall continue to be liable for all charges incurred by use of the Cards.
- 21.5. Termination by either you or the Bank shall not affect your obligations to meet any liabilities incurred prior to such termination.

22. DEATH OR BANKRUPTCY

- 22.1. On your death, bankruptcy or insolvency (in the case of a body corporate):
 - 22.1.1. Your obligations shall remain in full force and effect until such a time as they shall be duly satisfied. For avoidance of doubt, this agreement shall bind your successors.
 - 22.1.2. Any additional Cardholder shall cease immediately to be entitled to use the Card, and shall return the Card to Card Centre or the nearest branch of the Bank.
 - 22.1.3. The Card shall be returned to the Card Centre or the nearest branch of the Bank immediately.

23. DISCLOSURE OF INFORMATION

- 23.1. You agree that the Bank may make enquiries about your credit record with any credit reference agency and any other party for the purpose of evaluating this application.
- 23.2. You consent that the Bank may share information relating to your card or card account to any of our affiliates or associates within the Bank and/or our partners Unilever and Master Card for purposes of performing our obligations under these terms including card issuing, administration, dispute management and debt collection.
- 23.3. You agree that the Bank may disclose details relating to your Card Account including details of your default in servicing your Card Account to licensed credit reference agency the services of whom the Bank may have subscribed to.
- 23.4. You agree that participating Jaza Duka suppliers (e.g. Unilever and their contracted entities) are allowed to share your purchase history with the Bank for the purposes of determining and allocating an appropriate Credit Limit to you.
- 23.5. You agree that participating Jaza Duka suppliers and their contracted entities (e.g. supplier's distributor) may collect personal information on behalf of the Bank for the purpose of supporting the Bank's legal requirements for on-boarding new customers to Jaza Duka.
- 23.6. You agree, that the Bank may share information pertaining to your remaining Credit Limit with the supplier and their contracted entities (e.g. supplier's distributor).

24. GOVERNING LAW AND JURISDICTION

- 24.1. This Agreement is governed in all respects by the Laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenya courts.

25. NOTICES AND CHANGE OF ADDRESS

- 25.1. All notices to you made under this agreement shall be sent by prepaid post to the address stated in the application form or to the last address notified to the Bank pursuant to Condition 25.2 below or to the email address you have provided on the application form.
- 25.2. You shall notify the Head of Card Business in writing of any change of name or address or email address or any other information provided on the application form. Until such notice is received your details shall remain as stated on the application form.

Regulated by the Central Bank of Kenya