



# Terms and Conditions

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# Customer Terms

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## Important notice

### You need to read this document.

It sets out the general terms and conditions of our personal banking relationship with you. These terms and conditions apply to each *product* we agree to provide to you from time to time. They apply in addition to other documents including the *product terms* and the *tariff guide* but they do not apply to any existing facility, product or service we provide to you to the extent that they are subject to separate terms and conditions. Where we make changes to this terms and conditions we shall notify you of such change through electronic mail or any such other means of communication as may available to the Bank.

### Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained at the end of these Customer Terms and at the end of the applicable *product terms*.

### How to contact us

To discuss any aspect of our relationship please contact us at one of our branches, by using phone banking +254-02-3293900 or by visiting our website [www.sc.com/ke](http://www.sc.com/ke).

# Part A - Our banking relationship

## 1 The terms of our relationship

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1.1 If you want to use a *product* you need to complete an *application form* or *make your application through other channels as we may from time to time deem appropriate*. Such channels may include *electronic mail and mobile phone applications*. Different eligibility criteria may apply to different *products*. These may include minimum or maximum age or deposit amounts. We may refuse an *application* for any reason. Unless required by law, we do not need to give you a reason.

1.2 If we agree to provide a *product* to you, the terms on which you may use the *product* are called our “banking agreement”. This is made up of the following documents for the *product*:

- the *application*;
- any *letter of offer*;
- these Customer Terms;
- the *product terms*;
- our *approval*;
- the *tariff guide*
- any guidelines we issue in connection with use of the *product* (including guidelines for use of *electronic banking services*);
- any other terms and conditions that form part of our banking agreement as varied or replaced.

The terms of our banking agreement apply to each use of the *product* by you or any *authorised person*. If you or an *authorised person* does not agree with the terms of our banking agreement, you or they should not carry out the transaction or access any *account*. You are responsible for ensuring that each *authorised person* complies with our banking agreement and for anything an *authorised person* does in connection with our banking agreement. You must ensure that each *authorised person* is given a copy of the terms that apply to any *product* they use. If you are not a resident of Kenya, additional terms and conditions may apply as notified by us at any time.

1.3 A reference to “terms and conditions” in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in our banking agreement.

1.4 If there is any inconsistency between:

- the *application* and any other terms of our banking agreement, the other terms prevail; and
- these Customer Terms and any specific terms (such as the *product terms* or any *letter of offer*), the specific terms prevail.

## 2 Pre-conditions to use of any product

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We need not provide any funds to you or otherwise allow you to use a *product* if:

- we consider there may be a *default*;
- you have not satisfied any pre-condition to use set out in our *approval*, our *letter of offer*, the applicable *product terms*, elsewhere in our banking agreement or as we notify you at any time;
- you have not given us the *security* (if any) we require in addition to the *security* set out in Part I (Security);
- we consider that you or any *security provider* may not be able to satisfy your obligations to us under our banking agreement or any *security*. We may determine this is the case if, for example, there has been a change in your or a *security provider*'s financial position since the date of your *application*;
- we advise you that funds can only be provided or the *product* can only be used during a specified period (called the availability period), and that period has expired;
- your request for funds exceeds the applicable limit;
- you have not provided us with all other documents and information we reasonably request;
- you or any *security provider* give us any incorrect, incomplete or misleading information or make an incorrect or misleading representation or warranty.

In addition, for some *products* we need not provide funds to you or otherwise allow you to use the *product*, if we decide not to do so (see the applicable *product terms*).

## 3 Review

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We may review the terms of our banking agreement (including the *product terms* and your conduct under our banking agreement) annually or at any time. Even if there is no *default*, we may (subject to applicable law), at any time:

- terminate or cancel our banking agreement;
- vary any limit or interest rate applying to the *product* or vary the term of the *product*;
- require additional *security*;
- otherwise vary the terms of our banking agreement.

You agree that such amendments will apply to your existing facilities with us.

## Part B - Operating accounts

### 4 Authority

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#### Account operating authority

4.1 When you apply for a *product*, you must give us account operating authority details:

- for all *authorised persons*; and
- for joint *accounts*, the method of operation (either, any one accountholder to give instructions or all accountholders to give instructions jointly). If no method of operation is specified, any one accountholder may operate the account.

If on a joint *account* you require more than one accountholder to sign, then you may view (but not give instructions on) the *account* using an *electronic banking service* if each relevant accountholder approves the relevant access.

4.2 We act on the account operating authority until you vary (by removing or adding *authorised persons*) or cancel it. If you want to vary the account operating authority by changing either the *authorised persons* or the method of operation, or cancel the account operating authority, you must give instructions in writing to the branch where the *account* is conducted. On receipt of the instructions, we vary or cancel the account operating authority. The variation or cancellation becomes effective within seven banking days after we accept your instructions.

4.3 We honour for payment all cheques and other instruments signed in accordance with the previous authority if they are dated before, but presented after, we have processed the instructions.

4.4 We rely on any instructions given by an *authorised person* in accordance with the account operating authority.

4.5 An *authorised person* must use the same signature for all *products* as used on the account operating authority.

#### Scope of account operating authority

4.6 Except to the extent you may limit the authority of an *authorised person*, each *authorised person* may act on the *account*. Depending on the *product*, an *authorised person* may:

- draw cheques;
- overdraw to any extent permitted by us;
- withdraw money in any manner;
- give and cancel authorities in our usual form for periodical payments;
- stop a payment of a cheque drawn on the *account*;
- access and operate the *account* using an *electronic banking service* in accordance with our banking agreement;

- obtain statements of *account* and any information required concerning the *accounts* generally;

- obtain cheque books and endorse cheques or other instruments payable to your order or if it is a joint *account*, payable to any one or more of you; and

- elect on your behalf to receive *eStatements* and notices electronically (instead of by mail), and cancel that election.

#### Conducting an account in joint names

4.7 Unless otherwise agreed with us when a joint *account* is opened:

- operations on the *account* are governed by the account operating authority;

- we need not enquire into the circumstances of any instructions any of you may give in connection with the conduct of the *account*;

- we are authorised to accept for credit of the joint *account*, any cheque or other instrument payable to one or more of you;

- each of you is liable to us jointly and separately for the *balance owing* (including if we permit an overdrawing); and

- if one of you dies, the surviving accountholder may give instructions and obtains title to the *account*.

4.8 If one joint accountholder dies, the obligations of the surviving accountholder and our rights (including set off) under our banking agreement are not affected.

### 5 Instructions

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#### Authorised persons

5.1 You authorise us to act on instructions from you or any *authorised person* (including any instructions we believe to have been given by you or an *authorised person*). You acknowledge that for *electronic banking services*, we may require use of a *security password* and use of a *security password* is evidence that the instruction is authorised by you or an *authorised person*. However, also see clause 17 (Liability for transactions).

#### Form of instructions

5.2 Instructions must be given in writing. However, we may accept instructions by telephone, email fax or through any *electronic banking service*. You are responsible for ensuring the accuracy and completeness of instructions.

5.3 You acknowledge that all instructions given (and our records of those instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis they are in electronic form.

- 5.4 You must ensure your *account* has sufficient funds for the purposes of giving instructions to us.
- 5.5 All instructions are irrevocable and binding on you.
- 5.6 Contact us (see contact details under “How to contact us” at the front of these terms) if you need to confirm that an instruction has reached us and that it will be carried out by a particular time.

#### How we may act

- 5.7 We may:
- act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or an *authorised person*. Otherwise, we may refuse to act on incomplete or unclear instructions;
  - act on instructions which conflict with each other and determine the order of acting if multiple instructions are received;
  - specify conditions on which we accept any instructions;
  - verify any instruction we receive by contacting you;
  - act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any security procedure or any law or requirement of any authority, result in an *account* being overdrawn, appears to conflict with another instruction from a joint account holder, or if we genuinely believe or suspect the instruction is unauthorised.

#### Payment instructions

- 5.8 You authorise us to act as the instructing financial institution to send your payment instructions (for example a cheque, traveller’s cheque, money order or other similar instrument). You also authorise us and each member of the *Standard Chartered Group* or any third party who receives the payment instructions to act on them as if you had sent the payment instructions directly to them.

#### Inability to process

- 5.9 If we cannot process instructions, we will attempt to notify you as soon as possible.

#### Timing

- 5.10 If we receive an instruction on a non-banking day or after our “cut-off time” for a *product*, we may treat it as having been received on the next banking day.

#### Stopping a transaction

- 5.11 If we are instructed in writing to stop a transaction, we will attempt to do so. However, we are not liable for any *loss* you incur if we cannot do so.

#### Risks

- 5.12 You acknowledge and accept the risks of giving instructions by telephone, fax or through any *electronic banking service* (including the risk of any instructions being unauthorised or given by

an unauthorised person, the risk that we may process instructions twice if you send the same instructions to us in different forms and the risk that any information sent by *electronic banking services* cannot be guaranteed to be secure or free from virus or delay).

#### Instructions from us

- 5.13 You and each *authorised person* must follow our instructions in connection with a *product* and comply with all applicable laws.

## 6 Account overdraw

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- 6.1 If you or an *authorised person* makes any withdrawal, payment or other transaction on an *account* (including by cheque or use of a *card* or *electronic banking service*) or any other debit is made to the *account* which would result in:

- a debit (or negative) balance in the *account*; or
- any agreed overdraft limit applying to the *account* under a line of credit or other loan facility being exceeded,

this is known as overdrawing the *account*.

- 6.2 We need not:

- accept any instruction or allow any withdrawal or transaction or honour any cheque or other instrument drawn on an *account*, which would cause an *account* to be overdrawn; or
- transfer funds from any other *account* to the overdrawn *account* in order to effect the withdrawal or transaction.

- 6.3 We may (but need not) allow an *account* to be overdrawn (even if no request has been made for an overdraft) if we believe that an overdraft is necessary for us to carry out instructions from you or an *authorised person*.

- 6.4 If we allow an *account* to be overdrawn:

- this only applies for that particular instruction and this does not mean that we will allow a similar overdraft in the future;
- the amount by which the *account* is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
- when we ask, you must repay that advance and any interest which is calculated in accordance with our usual practice and at the interest rate we notify you.

## 7 Notices and communications

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#### Contact information

- 7.1 You must give us in writing your address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications in connection with our banking agreement. If these details change you must give us reasonable advance notice in writing before the change has taken place.

## Form of notices and communications

- 7.2 Unless otherwise provided in our banking agreement, notices and communications must be sent to the address, telephone number, fax number, email address or mobile phone number last notified. You authorise us to send notices and communications to you in connection with our banking agreement electronically including by fax, email, *SMS* or via the *online banking* inbox.
- 7.3 In some cases, our notices and communications may be made as public announcements in daily newspapers, posted at any of our branches, *our ATMs* or on our website.

## When notices and communications to you are effective

- 7.4 Unless otherwise provided in our banking agreement, our notices and communications to you are effective:
- if sent by fax, at the time shown on the transmission report as being successfully sent;
  - if delivered personally, at the time of delivery;
  - if sent by post within Kenya, two banking days after posting;
  - if sent by post outside Kenya, five banking days after posting;
  - if sent by email or *SMS*, four hours after we send it unless we receive a delivery failure receipt;
  - if delivered via the *online banking* inbox, 24 hours after we send it; and
  - if published in daily newspapers, posted at any of our branches, *our ATMs* or on our website, at the time of publication or posting.

## When notices and communications to us are effective

- 7.5 Your notices and communications are effective when we actually receive them in legible form.

## Recording of telephone conversations

- 7.6 Subject to any applicable law, you consent to us recording our telephone conversations with you or an *authorised person* (and you confirm you are authorised to provide consent on behalf of the *authorised person*). We may inform that person when we do. We may use the recorded conversations or transcripts in any dispute in connection with our banking agreement.

## Notices and communications to joint accountholders

- 7.7 If you are joint accountholders, notices and communications (including notices of any variation to our banking agreement and any statements (including any *consolidated statements*) sent to the address you have notified us as the address for receipt of notices and other communications in connection with our banking agreement are taken to be given to all of you.

## You must check

- 7.8 It is your responsibility to check for notices and other communications (including *electronic alerts*) from us.

## Part C - Electronic banking

### 8 What is electronic banking?

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#### Overview

8.1 *Electronic banking services* are a range of banking and other services or facilities that use *electronic equipment* and include:

- *online banking*
- *phone banking*
- *SMS banking*
- *electronic alert*
- *mobile banking*
- *fund transfer services*
- *point of sale banking*
- *eStatements*
- other e-commerce or value added services.

#### Using electronic equipment

8.2 When a transaction is made with *electronic equipment* using a *security password*, you authorise us to act on the instructions entered into that *electronic equipment*.

We treat use of a *security password* as evidence that you or an *authorised person* issued the instructions (see clause 5 (Instructions) for more details).

#### Problems with instructions

8.3 If it is not possible to direct an *electronic banking service* to a specified *account* in accordance with the instructions you or an *authorised person* gives the *electronic equipment*, we may direct it to any *account* that is linked to a *security password*.

### 9 Using electronic banking services

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#### Availability

9.1 *Electronic banking services*, and certain facilities under the *electronic banking services*, may be available only for certain types of *accounts* and not others.

#### Eligibility

9.2 You and each *authorised person* must be at least 18 years of age to use *electronic banking services*. However, if we permit you or an *authorised person* to use *electronic banking services* even though you or they are below 18 years of age, this does not affect our rights under our banking agreement.

#### Preconditions to use

9.3 We only make an *electronic banking service* available if:

- you are recorded as the legal and beneficial owner of the *account* and use of the *electronic banking service* for the *account* is acceptable to us;
- you have registered for the particular type of *electronic banking service*. Contact us to arrange this; and

- you and each *authorised person* has complied with the activation procedures we specify.

#### Guidelines

9.4 If we issue any guidelines in connection with the use of any *electronic banking services*, the guidelines must be followed whenever anyone accesses the *electronic banking service*. We are not liable for any *loss* you incur as a result of any failure to do so.

#### Limits

9.5 *Electronic banking services* may be limited to specific amounts set by law or by us or by the owner or operator of the *electronic equipment*. For example, there are maximum and minimum daily withdrawal amounts that may vary.

#### Application of terms

9.6 These terms apply to your use of an *electronic banking service* whenever you subscribe for the *electronic banking service* even if you subscribe after you begin to use a *product*.

#### Joint accounts

9.7 If the account operating authority for a joint *account* is “both/all to sign”, you agree that each joint accountholder is taken to be subscribing to the *electronic banking services*, and access to the *electronic banking services* is restricted to viewing of information only and not conducting transactions.

9.8 If the operating authority for a joint *account* is “single signing authority”, you agree that:

- all joint accountholders may operate the *account* using the *electronic banking services* in accordance with these Customer Terms (even if you are not registered to use the *electronic banking services*); and
- any single joint accountholder may validly give instructions by the *electronic banking services* in connection with the joint *account*.

#### Operating times

9.9 The *electronic banking services* are usually available for use during normal operating hours or at the times set out in the guidelines or otherwise notified to you. However, routine maintenance requirements, excess demand on the systems and *circumstances beyond our control* may mean it is not always possible for the *electronic banking services* to be available during all normal operating hours.

#### Access

9.10 When you or an *authorised person* uses *electronic banking services* you or they must:

- not access the *electronic banking services* using any *electronic equipment* not owned by them or which they are not licensed or authorised to use; and

- take all reasonably practical measures to ensure that any *electronic equipment* from which they access the *electronic banking services* is free of and adequately protected against any computer virus or other malicious software.

### Unauthorised overdrafts

- 9.11 You cannot rely on the operation of the *electronic banking services* to prevent an unauthorised overdraft being created. For example, you must remember that cheques and any payment instructions you or an *authorised person* has given using the *electronic banking services* may not be given immediate value or immediate effect and might not always be immediately reflected in the *balance owing*. For the consequences of unauthorised overdrafts see clause 6 (Account overdrawn).

### Phone banking

- 9.12 When using phone banking, if you ask and we quote any exchange rate or interest rate to you, the rates are for your reference only and are not binding on us unless we later confirm the rates in writing.

### Information provided at ATMs not conclusive

- 9.13 Information provided at *ATMs* in connection with your *account* (such as your credit or debit balance) may not reflect the *balance owing* for the *account* at that time. You agree that we will not be held liable where you have relied upon such information. You should visit any of our branches to verify such information.

### Electronic alerts

- 9.14 We may send you *electronic alerts* to you from time to time. We will send to your last known mobile number or email address recorded in our systems.
- 9.15 We may vary the types of *electronic alerts* available without notice to you. They are sent only when available and practicable.

### Availability

- 9.16 The availability and proper functioning of *electronic banking services* depends on many variable circumstances, including location, mobile network and internet availability and signal strength, and proper functioning of hardware, software, your mobile network operator, mobile phone and computer.

### Suspension

- 9.17 We may suspend any *electronic banking service* temporarily at any time for maintenance and upgrading of services without notice to you.

### Fees and charges

- 9.18 In addition to any fees and *costs* you must pay us, you must pay any fees or charges imposed by the provider of the *electronic equipment* and your telecommunications provider for using *electronic banking services*.

### Variations

- 9.19 We may at any time:

- vary the way any *electronic banking service* operates; or
- add to, remove or otherwise vary, end or suspend any of the facilities available under any *electronic banking service*.

You and each *authorised person* are taken to be bound by any variation to the operation of an *electronic banking service* if you or they continue to access the *electronic banking service* after we notify you of the variation.

## 10 SMS banking

We may restrict access to *SMS banking*. For example, for some *products* we may not offer it to *accountholders* or *cardholders* who are minors or joint *accountholders*. *SMS banking* is also only available for mobile phones and data connections which meet the specifications and configurations we specify. You must obtain and maintain a mobile phone and data connection which meet these requirements at your own expense.

## 11 Fund transfer services by electronic banking services

- 11.1 This clause 11 applies only if the respective services are available under the *fund transfer services* for your type of *product*.

### Fund transfer limits

- 11.2 You and each *authorised person* may issue as many instructions to transfer funds in any one day as you wish. However, you and each *authorised person* may only issue instructions to transfer up to the preset or personalised limit per day.
- 11.3 The preset daily limit may differ for different types of fund transfers and different types of *accounts*. The limits may also be applied on an aggregated basis between different *fund transfer services*. For details of the preset limits, ask your branch or call our call centre or see our website.
- 11.4 You may lower the preset limit for *accounts* by *online banking*. Your personalised limit applies to all *accounts*.
- 11.5 If you want to increase the limit after lowering it (subject always to the ceiling of the preset daily limit), please contact us.
- 11.6 Each International Telegraphic Transfer Service transaction is subject to minimum and maximum transfer amounts per transaction, as set out on our website.

### Bill payment services

- 11.7 If you use the bill payment services, we may give reports to payees, listing all users of the *electronic banking services* who have made payments to the payee and the respective amounts paid by each of those users. You consent to us disclosing to the payee any information required in the reports.
- 11.8 Neither you nor any *authorised person* may issue instructions which would cause any limit we set for the bill payment services to be exceeded.
- 11.9 Payees may only receive payments after any minimum processing time we set.

## International Telegraphic Transfer Service

- 11.10 If you or an *authorised person* uses the International Telegraphic Transfer Service:
- you or they must register each recipient using *online banking* before you or they may make an *online telegraphic transfer* to the recipient. Once a recipient has been registered, you are solely responsible to update any changes to the recipient's particulars (excluding name or identity particulars) by the *electronic banking services*. We are not liable for any *loss* which may result if you fail to update the recipient's particulars before making an *online telegraphic transfer*; and
  - the rate of exchange applying to each *online telegraphic transfer* is our prevailing rate of exchange for the relevant currencies at the time the *online telegraphic transfer* is processed, and not at the time the instruction is entered by you or the *authorised person*.

### When we need not execute fund transfer instructions

- 11.11 We need not execute any fund transfer instruction if on the date set for effecting the fund transfer:
- there are insufficient funds in the *source account* to make the fund transfer; or
  - you or an *authorised person* did not correctly use the *electronic banking services*; or
  - *circumstances beyond our control* prevent the fund transfer from being carried out, despite reasonable precautions taken by us.
- 11.12 If you instruct us to reverse any fund transfer and we agree to do so, any refund is converted at our prevailing rate of exchange at the time the reversal is processed less our fees and *costs*.

## 12 eStatements

- 12.1 You may elect to receive *eStatements* by one of the following methods:

Method	Description
Email, online or in your application	Your <i>eStatement</i> is sent by email to your email address (last notified). Your <i>eStatement</i> will also be available by <i>online banking</i> .
Online only	An "eStatement Notification" message is sent to your email address (last notified) to advise you that your <i>eStatement</i> is available. You may then access and/or download your <i>eStatement</i> by <i>online banking</i> .

You may switch the manner in which you receive *eStatements* by contacting us.

- 12.2 Despite the features or options offered at the time you first register to receive *eStatements*, we may stop issuing paper printouts of your statements at any time. However, if you ask, we agree to give paper printouts on the basis that you pay the applicable fee (see the *tariff guide* or contact us).

- 12.3 You are taken to receive each *eStatement* within 24 hours of the *eStatement* or *eStatement* Notification being sent by us.
- 12.4 You must use only software compatible with the *eStatement* service to access the *eStatement*.

## 13 Other services and programmes

- 13.1 We are not responsible for any services that are not controlled by us, through which you or an *authorised person* accesses any *electronic banking services*, and we are not liable for any *loss* you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the *costs* in connection with it.

## Part D - Cards

### 14 Cards - generally

We may agree to issue *ATM cards, debit cards or credit cards*. This clause sets out general provisions which apply to these types of *cards*. Additional terms apply to specific types of *cards* (see these Customer Terms and the applicable *product terms*).

#### Issue of cards

- 14.1 We may issue a *card* to you and, if you ask, to each *authorised person*.
- 14.2 If we ask you to collect a *card* from us and it is not collected within 90 days of request, we destroy it.
- 14.3 A reference to terms and conditions on a *card* is a reference to the terms of our banking agreement.

#### Card is our property

- 14.4 The *card* remains our property and is not transferable to another person. We may suspend the use of the *card* without notice to you. You must ensure that the *card* (and, if applicable, any software stored on it) is not defaced, damaged, bent or modified, reverse engineered or decompiled, in any way.

#### Signatures

- 14.5 A *card* must be signed immediately on receipt.
- 14.6 You must ensure that the signature of the *authorised person* on the *card* is the same as on the account operating authority.
- 14.7 When a *card* is used the signature on any sales draft, credit voucher or other transaction record is binding and conclusive evidence that you have accepted the fees or charges which are charged to a *linked account*. You should keep the transaction records that you or any *authorised person* are given.

#### Use of cards

- 14.8 *Cards* may be used to pay for goods and services to access cash or perform other transactions we notify. However, where a particular function is permitted, this is limited to particular channels as advised. For example, paying for goods and services and accessing cash may be limited to *merchant* terminals or *ATMs* which display the relevant *card* logo.
- 14.9 A *cardholder* may use a *card* to authorise transactions in any manner we permit. This may include use of the *card* number without the physical *card*.

#### Transaction limits

- 14.10 We or other financial institutions may impose transaction limits on different types of transactions which may be made using a *card*. For details of the limits we impose, please contact us.

#### Your liability

- 14.11 Except as otherwise set out in our banking agreement, you are liable for all transactions made using a *card* or the *card* number.

#### Expiry date

- 14.12 If a *card* has an expiry date, we may reject any use of the *card* after that date.

#### Restrictions on use of a card

- 14.13 Neither you nor any *authorised person* may use a *card*:
- for any unlawful activity (including a purchase of goods or services that is illegal or prohibited by the laws of Kenya or by the laws of the country where the purchase is made); or
  - to pay debts incurred in connection with on-line gambling, wagering or betting activities conducted via internet.
- 14.14 We may refuse to approve transactions made using a *card* if we believe or suspect the transactions are illegal, fraudulent, dishonest or unauthorised. However, we need not determine or enquire into the purpose or legality of the transaction.

#### Overdrafts on linked account

- 14.15 Neither you nor any *authorised person* may use a *card* for a transaction if it would cause a *linked account* to be overdrawn. If the *linked account* is overdrawn, we may refuse to approve the transaction. For the consequences of an unauthorised overdraft see clause 6 (Account overdrawn).

#### Replacement and renewed cards

- 14.16 If you or an *authorised person* asks, we may issue a replacement *card*. You must pay the applicable replacement fee (see the *tariff guide* or contact us).
- 14.17 We treat any use of a replacement or renewed *card* as a valid activation of the *card*.

#### Features on a card

- 14.18 We may enter into arrangements with third parties (including service providers and *merchants*) to offer additional services or features on your *cards*. If offered, these are provided on a best efforts basis only. We are not liable for any *loss* you suffer in connection with these services or features.

#### Cancellation or expiry

- 14.19 You may cancel a *card* by giving us notice in writing. You must:
- return any cancelled *card* to us if we ask; and
  - immediately destroy any expired *card*.

#### Withholding payment

- 14.20 If you report unauthorised transactions on your *credit card*, you may withhold paying the disputed amount until we complete our investigation. You must pay the disputed amount if your report is proved to be unfounded. We may impose late fees on the disputed amount.

## Exchange rate

- 14.21 Non-local transactions are converted to local currency at a rate we reasonably consider appropriate (see clause 21.1 (Currency of payment)), which may be a rate set or resulting from procedures adopted by a third party. For example, if the *card* is a Visa or MasterCard card, conversion is done using US dollar as the base currency on the date the transaction is received by us or processed, at the exchange rate and at the time determined by Visa International or MasterCard International at its absolute discretion. In any case, the exchange rate may differ from the rate in effect on the date of the transaction due to market fluctuations. Any rate imposed is final and conclusive and you bear all exchange risks, *loss*, commission and other *costs* which may be incurred as a result.

## Using an ATM card

- 14.22 You or an *authorised person* may use an *ATM card* overseas if you or they comply with exchange controls and other applicable laws in the country where you or they are located.
- 14.23 If you or an *authorised person* uses an *ATM card* overseas and the *ATM* does not allow a choice of account for withdrawals, the order of accounts we debit is in accordance with our usual practice.
- 14.24 You authorise us to disclose information to persons involved in the provision of *ATM* services and you authorise them to disclose information to us about an *account*, your *PIN/password* and transactions.

## 15 Debit cards

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### Minimum balance of linked account

- 15.1 We may set a minimum balance to be maintained in the *linked account* for the use of the *debit card* and we may vary the minimum balance without notice to you.

## Part E - Security procedures and liability

### 16 Security procedures

Security procedures for banking services are very important. You must comply with (and ensure each *authorised person* complies with) all security procedures set out in our banking agreement.

#### Issue and cancellation of security passwords

- 16.1 We may issue (or in some cases, allow you to select) *security passwords* to enable you to communicate with us or to give us instructions by *electronic equipment*.
- 16.2 If you want any other person to be able to give us instructions by *electronic equipment* we can issue them with *security passwords*, but you must ask us to do so in writing.
- 16.3 If you lose a *security password* or it stops working we may issue you with a new one if you ask us in writing.
- 16.4 You are responsible for *security passwords* once we send them to you (or the *authorised person*) even if any other person receives or uses them.
- 16.5 You must instruct us in writing if you want to cancel a *security password* issued to you or an *authorised person*.
- 16.6 We may cancel a *security password* without notice.
- 16.7 We are not responsible for any services that are not controlled by us, by which you or an *authorised person* obtains any *security passwords*, and we are not liable for any *loss* you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the *costs* in connection with it.

#### Protecting security passwords and cheque books

- 16.8 You and each *authorised person* must take all necessary steps to prevent unauthorised or fraudulent use of your or their *security passwords* or cheque books.
- 16.9 For example, you and each *authorised person* must:
- memorise a *PIN/password* and destroy *PIN/password* notifications as soon as possible after receiving or selecting the *PIN/password*;
  - not record any *PIN/password* (except where it is disguised in a way that others are not able to decipher it);
  - when selecting a *PIN/password*, not select an obvious word or number or one that can be easily guessed by someone else (such as a date of birth, middle name, family member's name or telephone number);
  - not voluntarily tell anyone their *PIN/password* or let anyone find out their *PIN/password* – not even family or friends, a joint account holder with you, a member of our staff, or someone giving assistance on a technical helpdesk in connection with any services;

- not record a *PIN/password* (disguised or not) on *electronic equipment* or on a physical device that is a *security password* or computer;
- change *PIN/passwords* regularly or, at a minimum, whenever we or our systems require you or the *authorised person* to do so;
- not select a *PIN/password* used before;
- not voluntarily give their *security password* to any other person;
- if you or they use *SMS banking*, not leave the mobile phone unattended or give any person access to the mobile phone in a way that allows access *SMS banking* through the mobile phone;
- keep any cheque book secure (including keeping it in a safe place).

Neither you nor an *authorised person* may keep records (disguised or not) of a *PIN/password* near records of an *account* (such as an *account* number) or other *security password* device.

#### Loss, theft or misuse of security passwords or cheque books

- 16.10 You and each *authorised person* must notify us by phone as soon as you or they:
- become aware that your or their *security password* or cheque book, blank cheque or signed cheque may have been lost or stolen; or
  - suspect that someone knows your or their or any other *authorised person's PIN/password*; or
  - suspect or become aware that there has been unauthorised access to an *account* or use of a *security password* or cheque book; or
  - become aware that your or their computer or mobile phone which you or they use to access any *electronic banking services* may have been lost or stolen; or
  - become aware that your or their mobile number has changed; or
  - end your use of the mobile connection through which you access the *electronic banking service*,
- and confirm the notification to us in writing within five days, otherwise you may be liable for any *loss* incurred (see clause 16.12).
- 16.11 You must provide us with any relevant information and give us reasonable assistance in recovering a lost or stolen *security password* or cheque book.
- 16.12 You are liable for any unauthorised transactions that occur on the *account* linked to a lost, stolen or misused *security password* or cheque book until you have notified us.

16.13 Our decision in relation to a breach of the security procedures or where a *security password* or cheque book has been lost or stolen is final and binding on you.

#### Precautions when using electronic banking services

16.14 You and each *authorised person* must take the following precautions when using *electronic banking services*.

Take the following precautions
Not allow anyone else to operate any <i>electronic banking services</i> on your or their behalf.
Not leave <i>electronic equipment</i> unattended while you or they are on-line to any <i>electronic banking service</i> . This applies whether <i>electronic equipment</i> is sourced independently of us or provided by us in our branches or other premises.
If you or they access any <i>electronic banking service</i> from <i>electronic equipment</i> in one of our branches, you or they must ensure that you or they have gone off-line before leaving the branch.
Not access any <i>electronic banking services</i> from any <i>electronic equipment</i> connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your or their access or otherwise gain access to the <i>electronic banking service</i> by the <i>electronic equipment</i> , network or environment.
Not allow anyone else to observe your or their <b>PIN/password</b> when you or they enter it into any <i>electronic equipment</i> .

#### Requests for security password or account details

16.15 After you initially open an *account* or register for *electronic banking services*, we will never contact you or an *authorised person*, or ask anyone to do so on our behalf, with a request to disclose the *account details* or *security password*. If you or an *authorised person* receive such a request from anyone (even if they are using our name and logo and appear to be genuine, you or they must not disclose the *account details* or *security password*. You or the *authorised person* must notify us as soon as possible.

#### Recovered security password

16.16 If you or an *authorised person* recovers a lost or stolen *security password*, you or they must return the *security password* to us without using or attempting to use it.

#### Consent to videoing

16.17 By using a *product* or *security password* you and each *authorised person* consents to us videotaping or recording you or them on camera at terminals or other facilities where you or they use the *product* or *security password*.

## 17 Liability for transactions

#### Disputed transactions

17.1 If there is a disputed transaction involving a *card*, a *card number* or a cheque book and the *card* or cheque was delivered to you or an *authorised person*, you must prove that the *card* or cheque was not used or issued by you or an *authorised person* at the time the disputed transaction was entered into or recorded.

#### Your liability for transactions

You are liable for any *loss* incurred if you act fraudulently or due to your wilful misconduct.

17.2 You are liable for the following transactions that occur on an *account* linked to a *security password* or cheque book:

- transactions carried out with your knowledge and consent;
- transactions carried out by an *authorised person*, unless you have told us to cancel that *authorised person's security password*, and if relevant, you have taken all reasonable steps to have any *security password* device issued by us, returned to us;
- transactions carried out by any other person using a *security password* or cheque book (unless you have told us to cancel that *security password* or cheque book, and if relevant, you have taken all reasonable steps to have any *security password* device issued by us returned to us). This includes where a transaction which is carried out by someone other than you or an *authorised person* with or without your knowledge and consent, and applies even if you have complied with our requirements regarding safeguarding *security passwords* or cheque books;
- transactions conducted using an *electronic banking service* (other than by using a *credit card*) not authorised by you or an *authorised person* (for example, a transaction which is carried out by someone other than you or an *authorised person* without your knowledge and consent) if you or any other *authorised person* have acted fraudulently, acted with gross negligence such as failing to properly safeguard or prevent unauthorised access to a *security password* or cheque book or not notifying us if a *security password* or cheque book is lost or stolen;
- transactions not conducted using a *card* or *electronic banking service* where you or an *authorised person* breach our banking agreement or are negligent in any way; and
- any other transactions specified in the *product terms*.

Also see clause 35 (General) which sets out circumstances where we are not liable to you for *loss*.

## Part F - Payments

### 18 Interest, fees and costs

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#### Interest & fees

18.1 You must pay the interest, fees and *costs* applying to a *product* from time to time. Interest rates (including our retail reference rates or other rate as may be used from time to time) and fees and *costs* are revised periodically. You can find out current rates and fees and *costs* by contacting us or by visiting any of our branches.

#### Service fees

18.2 Additional fees and *costs* may apply in the case of services provided in connection with a *product*. For example, the use of *electronic banking services*, or for certain types of payments and deposits such as foreign currency deposits and telegraphic transfers (including fees charged by third party service providers). Details of such additional fees and *costs* shall be advised to you at the time of applying for the specific product.

#### Government charges

18.3 You must also pay us an amount equal to any government charges and duties (however described) on or in connection with our banking agreement. These are payable whether or not you are primarily liable for those charges and duties.

#### Withholding tax on interest earned

18.4 Interest earned by you for a *product* may be subject to withholding *tax* in accordance with applicable law.

#### Calculation

18.5 Any interest or fee payable under our banking agreement accrues, and is calculated in accordance with our usual practice. If we agree to capitalise interest (or if default interest is charged under clause 18.5), we may add to the outstanding principal amount any interest under this clause which has not been paid. You are then liable for interest under this clause on the total amount.

#### Costs on cancellation

18.6 If our banking agreement ends, you cancel any *product* before using it or you do not proceed to use a *product* within any period we specify in our banking agreement, we may require you to pay, interest, fees and *costs* incurred in connection with our banking agreement or the *product*. This includes any legal costs in connection with preparation of documents (such as *securities*) even if these documents have not been signed.

### 19 You indemnify us

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19.1 You indemnify us against, and must pay us on demand for, any *loss* we reasonably incur in connection with:

- any *account*, the establishment and provision of any *product* or any other transaction contemplated by our banking agreement;
- searches and enquiries we make in

connection with you or a *security provider* (including checking for *insolvency*);

- instructions you or an *authorised person* gives us (including those sent by *electronic equipment*);
- any service provided by a third party such as services arranged by a *card association*;
- any *tax* payable by us on, or calculated by reference to, any amount paid or payable by you under our banking agreement (excluding any *tax* payable by us by reference to our net income);
- us acting on, delaying or refusing to act on instructions from you or an *authorised person* or taking action against you or an *authorised person*;
- a *default*;
- any amount payable by you under our banking agreement being repaid, discharged or made payable before its due date (the *loss* we incur includes our *loss* in connection with unwinding, terminating or changing arrangements we have made to fund or maintain our funding of any *product*);
- an increased cost in our funding in connection with a change in law;
- any person exercising, or not exercising, rights under our banking agreement or any *other arrangement with us* (including enforcement action and debt collection *costs*, such as valuation fees and auctioneer's charges),

except to the extent the *loss* arises from our own negligence, fraud or wilful default.

19.2 If we ask, you must appear and defend at your own *cost* any action which may be brought against us in connection with our banking agreement.

19.3 You must sign any document we reasonably require to give further effect to this clause including in connection with instructions sent by *electronic equipment* or lost *security passwords* or cheque books.

### 20 Payments - generally

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#### Payments in full

20.1 All payments you must make to us under our banking agreement must be received by us on the due date in full in immediately available funds in the currency we specify and without set off, counterclaim or deduction or withholding (including on account of any *tax*) unless the deduction or withholding is required by law.

#### Withholding tax

20.2 If a law requires you to deduct any *tax* from a payment to us, you must increase the amount payable so that, after making the deduction, we

receive the amount we would have received if no deduction had been required. You agree to deduct the amount for the *tax*, pay that amount to the relevant authority in accordance with applicable law and give us the original receipts.

### Taxes

20.3 All payments to be made by you in connection with our banking agreement are calculated without regard to any goods and services tax, consumption tax, value added tax or any *tax* of a similar nature. If any of these types of *taxes* is payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of *tax*. You must do so at the same time as making the payment.

### Independent payment obligations

20.4 Your obligation to pay any amount under our banking agreement is separate from each other obligation to pay.

### Right of set off

20.5 We (and any other member of the *Standard Chartered Group*) may set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount you owe us (or any other member of the *Standard Chartered Group*) (whether or not the obligation is matured or contingent). We (and each other member of the *Standard Chartered Group*) may also combine or consolidate all *accounts*. If we (or any other member of the *Standard Chartered Group*) combine *accounts*, any credit funds held by you in your *accounts* will be applied to adjust the amount owing by you in relation to your other *accounts*. We (and each other member of the *Standard Chartered Group*) may do so at any time (even if there is no *default*).

20.6 If you have a joint *account*, we (and each other member of the *Standard Chartered Group*) may set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount owing to us (or any other member of the *Standard Chartered Group*) in any one accountholder's *account*.

20.7 For the purposes of clauses 20.5 and 20.6, each member of the *Standard Chartered Group* may make any necessary currency conversions at the rate they reasonably consider appropriate.

### Banking days

20.8 Unless otherwise stated in the *product* terms, if an amount is due on a day which is not a banking day, you must pay it on or before the next following banking day unless that day falls in the next calendar month, in which case you must pay it to us on or before the preceding banking day.

### Debiting accounts

20.9 We may debit (without notice to you) any interest, fees, *costs* or any other amount you owe us in connection with a *product* to the *account* for the *product*.

### Insufficient funds

20.10 If you have insufficient funds in any *account* in respect of which we are entitled to debit amounts you owe us, yet we still decide to debit the *account*, our action does not constitute a waiver or otherwise affect our rights under our banking agreement.

### Automatic payment from account with another institution

20.11 If we require you to pay us an amount by automatic payment from an account with another financial institution you must:

- organise a payment arrangement with the other financial institution under which an amount equal to the amount, is debited from that account and deposited in your *nominated account* on each payment date and give us satisfactory evidence that this is in place; or
- provide us with any authority we require to enable us to debit the amount, to that account; or
- if we ask, give us one or more signed undated cheques in our favour with the amount left blank and otherwise drawn as we require.

### Authority to fill in cheques

20.12 If you provide us with any cheques, you irrevocably authorise and appoint us as your attorney to fill in the dates and amounts in the cheques for an amount not exceeding the limit for the *product* at that time and acknowledge that we may use these cheques to pay any amount you owe us in connection with the *product*.

### Honouring payment instruments

20.13 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:

- ensure that you have sufficient funds in the account to be debited (including any account with another financial institution or the *nominated account*);
- not stop cheques;
- not cancel or vary any payment arrangement (unless we ask you to do so to reflect a change in the instalments) or close or change the account on which cheques are drawn.

### Post-dated cheques

20.14 If we require you to pay an amount by post-dated cheques, you must:

- give us post-dated cheques in our favour for an amount equal to each payment amount; and
- replace the cheques if we ask.

### How we apply payments

20.15 Payments are taken to be made when we credit them to the *account*. We do this as soon as practicable after receipt.

20.16 Unless set out in the *product terms* we may use amounts we receive under our banking agreement to pay amounts you owe us in any order we choose.

## Payments into suspense account

20.17 We may place in a suspense account any payment we receive in connection with our banking agreement for as long as we consider appropriate. This is to protect our rights against other amounts you or a *security provider* may owe us.

## Insolvent payments

20.18 Under *insolvency* law, a person may demand the refund of a payment we have received under our banking agreement. To the extent we are obliged to do so or we agree to make a refund, we may treat the original payment as if it had not been made. We are then entitled to our rights against you under our banking agreement as if the payment had never been made.

## 21 Currency conversion and indemnity

### Currency of payment

21.1 We may make currency conversions in respect of any amount received by us from you or due to you from us at a rate we reasonably consider appropriate. You indemnify us for any shortfall arising from the conversion.

### Payment in other currency

21.2 You waive any right you have in any jurisdiction to pay any amount other than in the currency in which it is due. If we receive an amount in a currency other than that in which it is due:

- we may convert the amount into the due currency on the date and at rates we reasonably consider appropriate. We may deduct our *costs* incurred in the conversion; and
- you satisfy your obligations to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the *costs* of the conversion.

### Conversion after default

21.3 Despite any other provision of our banking agreement, at any time after there is a *default* we may convert to the *base currency* at a rate determined by us any part of the *balance owing* for the *account* for the *product* which is not due to us in the *base currency* ("*foreign currency obligation*").

21.4 The applicable *foreign currency obligation* is then taken to be replaced with an obligation to pay us an amount of the *base currency* equal to the amount of the *base currency* needed for the conversion plus the *costs* of the conversion.

### Currency restrictions

21.5 You must comply with all exchange control laws in connection with our banking agreement. If a country restricts the availability or transfer of its currency, we need not make any payment to your *account* in that currency. We may make the payment in any currency we consider appropriate.

21.6 For all foreign currency transactions above the equivalent of USD 10,000 or such other amount as the Central Bank of Kenya may determine from time to time, you undertake to provide the underlying documentation to support the foreign currency purchased, whether purchased over

the counter or online, upon our demand within 5 working days, which documentation may be availed to the Central Bank of Kenya, by us for examination purposes.

### Currency conversion on judgment debt, orders, directives issued under law or regulator

21.6 If a judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or proof of debt for or the recovery of an amount in connection with our banking agreement is expressed in a currency other than that in which the amount is due under our banking agreement, then you indemnify us against:

- any difference arising from converting the other currency if the rate of exchange we use under our banking agreement for converting currency when we receive a payment in the other currency is less favourable to us than the rate of exchange used for the purpose of the judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or acceptance of proof of debt; and
- the *costs* of conversion.

## Part G - Information, statements and records

### 22 Information you give

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#### Information must be correct

22.1 Each time we offer a *product* to you or you use a *product*, we rely on the information you give to us. It must be correct, complete and not misleading.

You must notify us within 30 calendar days if you become aware that any information you have given changes, is incorrect or misleading.

#### What you must give us

22.2 If we ask, you must give us any information about or documents in connection with:

- our banking agreement or any *other arrangement with us*; or
- your financial affairs.

All information or documents must be in the form we require and certified by you to be true.

22.3 You must notify us if there is any change in your employment, business or profession within 15 days of the change.

22.4 You must get the consent of other persons named in a customer information form, an *application* or any *authorised person* to our collection, holding and use of their personal information.

22.5 You consent to us periodically checking your credit status with any credit bureau or credit reference agency.

#### Representations

22.6 You represent and warrant that:

- since the date information you or a *security provider* gives us, there has been no change in your or a *security provider's* financial circumstances which may have a material adverse effect on your or the *security provider's* ability to meet any of your or their obligations to us;
- neither you nor any *security provider* has withheld any information that might have caused us not to enter into any of our banking agreements or any *other arrangement with us* or provide any *product* to you (including information about the assets you or they own and any *security interest* over them);
- neither you nor any *security provider* (or any assets you or they own) has immunity from the jurisdiction of a court or from legal process;
- unless otherwise stated in the *application*, you are not entering into our banking agreement or transacting with us as a trustee, agent or nominee. (This means you are liable as principal);
- if we accept your *application* to enter into our banking agreement or you transact with

us as a trustee, executor, agent or nominee, you are authorised to do so;

- there is no *default* and no event has occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become a *default*.

You repeat these representations and warranties every time you apply for a *product* or make any transaction on a *product* or *account*. You must notify us whenever anything happens which would mean you could not truthfully repeat these representations and warranties.

### 23 Information we give

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23.1 You consent to us sending you information about *products* which we think you may want to use. However, if you do not want to receive this type of information, please notify us in writing.

23.2 Any information we give to you is for reference purposes only. We do our best to ensure that the information we provide is accurate and complete. However, we are not liable for the accuracy or completeness of the information given.

### 24 Information we disclose

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24.1 You consent to each member of the *Standard Chartered Group*, its officers, employees, agents and advisers disclosing information relating to you (including details of our banking agreements, the *accounts*, the *products* or any *other arrangement with us*) to:

- our head office and any other member of the *Standard Chartered Group* in any jurisdiction ("*permitted parties*");
- professional advisers, service providers or independent contractors to, or agents of, the *permitted parties*, such as debt collection agencies, data processing firms and correspondents who are under a duty of confidentiality to the *permitted parties*;
- any actual or potential participant or sub-participant in relation to any of our obligations under our banking agreement between us, or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
- any credit bureau or credit reference agency, rating agency, business alliance partner, insurer or insurance broker of, or direct or indirect provider of credit protection, or any *permitted parties*;
- any financial institution which you have or may have dealings for the purpose of conducting credit checks (including in the form of bank references);
- any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over the *permitted parties*;

- any regulator or tax authority where necessary to establish any tax liabilities in any jurisdiction pursuant to orders, agreements with regulators or authorities or otherwise
- the Central Bank of Kenya;
- a *merchant* or a member of a *card association* where the disclosure is in connection with use of a *card*;
- any *authorised person* or any *security provider*;
- anyone we consider necessary in order to provide you with services in connection with an *account*,

whether they are located in or outside Kenya.

24.2 You consent to the recipients of the information we disclose, using and transferring the information where it is necessary to:

- provide you with services in connection with an *account*;
- monitor our compliance with law, agreements with any regulator or any authority and our and the *Standard Chartered Group's* policies; or
- support our and the *Standard Chartered Group's* business, financial and risk monitoring, planning and decision making.

24.3 To the extent permitted by law, you and each *security provider* waive all rights to make claims or complaints under any law imposing a duty of confidentiality on us.

## 25 Statements and records

25.1 We issue statements for *accounts* periodically as set out in the *product terms*. Statements may be in paper or electronic form. However, we may not issue statements if an *account* is inactive, there have been no transactions since the previous statement or where we are not required by law to do so. You may ask for a single statement for each *account* or a *consolidated statement* (if available). You are responsible for checking them for errors. Information about *accounts* (including the *balance owing*) may be obtained at any other time by contacting us.

25.2 If your instructions are to give you a *consolidated statement* (if available) you acknowledge that we do not also issue separate statements for individual *accounts*.

### If you think there is a mistake

25.3 You should retain all transaction records to enable you to verify entries. You must check these entries, or any counterfoil, entries for accuracy as soon as you receive your statement. You must report any mistaken or unauthorised transactions to us as soon as possible. Unless otherwise stated in the *product terms*, if you do not report any mistake within 15 days after the date of the statement, we treat the statement as correct.

25.4 The date which appears on the transaction record may vary from the date that appears on your statement. This is because transactions completed on non-banking days and after "cutoff" time on banking days may be held over to be processed on the next banking day.

### Reversals

25.5 We may cancel, reverse or debit any payment we make under our banking agreement (including any interest paid) and make any corresponding adjustments to an *account*:

- to correct a mistake;
- if we have not received cleared and unconditional funds in full or promptly;
- if we are required to return the funds to the relevant payer or drawer; or
- if we have reasonable grounds for doing so.

### Our records and decisions are conclusive

25.6 Unless there is an obvious mistake:

- our records (whether in paper, electronic, data or other form) of an instruction, report, statement or other communication are conclusive evidence of their contents or our receipt or non-receipt of them; and
- any certificate we issue, or decision we make, about a matter or an amount payable in connection with our banking agreement is conclusive evidence.

25.7 You acknowledge that we may destroy, erase or otherwise cease to maintain any records (whether in paper, electronic, data or other form) as we consider appropriate after such time as permitted by applicable law.

## Part H - Termination, suspension and enforcement

### 26 How our banking agreement, or your use of a product, ends

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#### Termination by either party

26.1 Either you or we may end our banking agreement or your use of a *product* by giving the other party prior notice in writing in accordance with our banking agreement.

26.2 If you have more than one *account*, you may not cancel certain *electronic banking services* for any one *account* only (unless we otherwise agree).

#### Termination by us

26.3 We may end any (or all) of our banking agreements for a *product*, with or without notice to you, if:

- you give (or any *security provider* gives) us incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading; or
- you do not pay on time an amount due under any of our banking agreements or any *other arrangement with us* (this includes if you have not ensured there are sufficient funds available in an account which has been nominated for debiting payment); or
- you have breached any other term of any of our banking agreements or any *other arrangement with us*; or
- you have breached any term of any arrangement you have with another financial institution or another financial institution has suspended or terminated your use of any banking facility; or
- any *security* or insurance we require in connection with a *product* is or becomes unenforceable or is withdrawn or terminated without our consent; or
- you or any *security provider* becomes *insolvent* or any of your or their assets are subject to *insolvency* proceedings; or
- you or any *security provider* dies or becomes incapacitated; or
- you or any *security provider* stops payment, ceases to carry on its business or a material part of it or threatens to do so; or
- you or any *security provider* acts fraudulently or dishonestly; or
- any of your or any *security provider's* assets are subject to enforcement of a judgment or is expropriated, compulsorily acquired or resumed on any basis; or
- any assets the subject of a *security* or any of your business or the business of a *security provider* is in jeopardy; or
- you are convicted of a crime; or
- legal proceedings to recover debts or criminal proceedings are commenced against you or any *security provider*; or
- we consider that an *account* is being operated in an irregular or improper manner; or
- any business you operate is not carried on in a proper, orderly and efficient manner or you cease to operate it or a substantial part of it or significantly change it without our consent; or
- any thing occurs which, in our opinion, is likely to have a material adverse effect on your (or a *security provider's*) business, assets or financial condition or your or their ability or willingness to comply with obligations under any of our banking agreements or any *other arrangement with us*; or
- performance of any obligation by either you or us under any of our banking agreements or a *security provider* under any *security* breaches, or is likely to breach, a law or a requirement of any authority; or
- we are required by law (including an order of any authority) to do so; or
- any other event of default (however described) under any of our banking agreements or any *other arrangement with us* occurs.

Our rights under this clause do not affect any other right under any of our banking agreements and are subject to the giving of any notice, demand or lapse of time which is required by applicable law and cannot be excluded.

#### Additional rights to terminate

26.4 The *product terms* or these Customer Terms may specify additional circumstances in which you or we may end our banking agreement for a *product*.

### 27 What happens on termination

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#### Banking agreement

27.1 After our banking agreement for a *product* ends, you must:

- not use the *product* or any benefits in connection with the *product*;
- immediately repay all amounts owing to us under our banking agreement including the *balance owing* for the *account* for the *product*;
- do any other thing which our banking agreement requires to be done when your right to use the *product* ends.

## No effect on rights and liabilities

27.2 Ending our banking agreement, or the right to use a *product*, does not affect any of the rights and obligations of either of us, which arose before it ended. You are not entitled to any refund of any fee or amount paid or subsidy received in connection with any *product*. All provisions in our banking agreement in connection with payments, clawbacks, indemnities, limitation of liability, disclosure of information, set off, currency conversion, *tax*, and the provisions in Part J (General) survive termination of our banking agreement.

## Review of entitlements

27.3 After our banking agreement ends, we may review and withdraw any promotional or preferential arrangement that applies to you.

## 28 Enforcement action

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We may take any action we consider appropriate to enforce our banking agreement or any *security* including:

- employing any third party agent to collect any amount owing to us;
- attaching the *balance owing* for any *account* to your or a *security provider's* assets;
- taking steps to enforce our rights against your or a *security provider's* assets such as by lodging caveats;
- commencing legal proceedings against you or a *security provider*.

## 29 Blocking accounts or withholding of funds

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We may block any *account* (and later remove the block) at any time or withhold amounts in any account at any time if an authority requires us to do so or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies associated with any applicable order or sanction of an authority.

## 30 Suspension

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We may suspend providing a *product* at any time for any reason (even if there is no *default*). If we do, we notify you as soon as practicable. We agree to suspend provision of a *product* if you ask us to do so in writing.

## 31 Conversion of accounts

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We may convert or consolidate any *account* into another type of *account* if we consider it appropriate to do so and we give you reasonable notice in writing before we do so. If you do not instruct us that you want to close the *account* before expiry of the notice period, we convert or consolidate the *account* and we allocate a new account number.

## 32 Security

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### Banker's lien

32.1 In addition to any other *security* we require to secure the *balance owing* for your *accounts* and any amount which you may owe us in the future, all your credit balances, money, securities, documents, instruments and other valuables deposited with us are, on deposit, subject to a banker's lien to us. Without limiting our other rights, we may set off any such amounts against, or apply the lien as security for, any obligations you owe to us. We may sell or deal with the assets to satisfy your obligations to us. We may do so without notifying you.

### Security over all assets

32.2 In addition to any other *security* we require and our banker's lien under clause 32.1, we hold all your assets (including assets deposited with us for any purpose) as security for the total *balance owing* for all your *accounts* and any amount which you may owe us in the future. Without limiting our other rights, we may set off any such amounts against, or apply the security created by this clause as security for, any obligations you owe to us. If there is a *default*, we may sell or deal with your assets to satisfy your obligations to us. We may do so without notifying you.

### Further security

32.3 In addition to any other *security interest* we may require, you must do anything we ask (such as obtaining consents, signing and delivering documents and getting documents completed and signed) to:

- provide further or more effective security to us to secure any *balance owing* for any of your *accounts* and any other amount which you may owe us in the future; and
- to allow us to exercise our rights in connection with your assets.

### No dealings

32.4 You must not create or allow to exist any *security interest* or otherwise deal with any assets that are the subject of *security* without our consent.

### Changing the security

32.5 If you want to provide additional or replacement *security* for a *product* (for example, if you want to move house but you want to keep any loan we have provided to you), please contact us to discuss. If we agree to your request, it will be on terms we specify. For example, the replacement *security* must be in form and substance we approve and you must pay all applicable fees and *costs*.

### Ensure compliance by security provider

32.6 You must ensure that each *security provider* complies with their obligations under the *security* they have provided to us.

### Security continues until release

32.7 Any *security* continues until we have released it.

### Appointment as attorney

32.8 You irrevocably appoint us and any other person we

nominate as your attorney to sign documents and take other action that we consider necessary to perfect and enforce any *security* (including dealing with any of the assets which are the subject of the *security*).

## 33 Valuations

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- 33.1 If we ask, you must arrange, pay for and provide us with a valuation report in connection with the assets that are the subject of any *security*. Any valuation report must be in accordance with any requirements we specify. Alternatively, we may obtain a valuation report at your *cost*.
- 33.2 We may arrange for further valuation reports in connection with any asset the subject of any *security* at any time. We debit the *cost* of the valuation report to your *account*.
- 33.3 If as a result of the further valuation report, we consider that the *security* is inadequate, you must provide us with further *security* in form and substance we specify.

## 34 Insurance

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### Insurance you must maintain

- 34.1 For some *products*, we require insurance to be maintained, for example, life insurance, insurance over any asset which is the subject of *security* or mortgage insurance. Any insurance policy must be with an insurer we approve and for the risks we specify.
- 34.2 Our interest must be noted on the insurance policy and you must ensure that any amount paid by the insurer under the policy is paid to us. If we ask, you must give us a copy of the policy.
- 34.3 You may make your own arrangements for insurance but we reserve the right to decline such insurance with reasonable cause. You must provide us with the original insurance policy and the original receipt for the amount paid for the insurance.
- 34.4 If you have made arrangements with the insurer which allow us to cancel the insurance when there is a *default*, we may apply any amounts that are refunded by the insurer against any amount you owe us.

### Optional insurance

34.5 Insurance policies may be offered to you in connection with a *product*. For example, if you use *electronic banking services* you may be offered fraud insurance. Also some *credit cards* offer insurance policies. The terms of any optional insurance policy should be read together with our banking agreement.

### All insurance policies

- 34.6 If we arrange insurance for your benefit, you must pay all amounts the insurer requires in connection with the policy and we debit those amounts to your *account*. The insurance cover only takes effect from the date we debit your *account*. If a claim is unsuccessful, you may not claim against us and we are not liable for any *loss* you incur.
- 34.7 You must comply with the terms of any insurance policy issued in connection with a *product*.
- 34.8 You acknowledge that insurance proceeds may not cover all your *loss* and you are responsible for any shortfall.

### 35 General

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#### Exclusion of liability

35.1 Unless a law prohibits us from excluding or limiting our liability, we are not liable for any *loss* you incur in connection with our banking agreement (including in connection with the provision of any *product*, unavailability or improper functioning of an *electronic banking service*, delay or error in the transmission of any electronic payment transfer, delay in providing you funds under our banking agreement, misrepresentation, your or an *authorised person's* instructions or any unauthorised instructions, a *default*, termination of any of our banking agreements, our refusal to act on any instruction, or any other thing we do or do not do). This applies where the *loss* arises for any reason and even if the *loss* was reasonably foreseeable or we had been advised of the possibility of the *loss*. However, we are liable for your direct *loss* to the extent it is directly caused by our negligence, fraud or wilful default. This clause 35.1 is subject to clause 17 (Liability for transactions).

#### We take no responsibility for your decisions

35.2 We are not responsible for any decision you make:

- to enter into our banking agreement;
- to use any *product*;
- about any features of any *product* (including the interest rate or any fees or *costs* payable under it).

While some employees are authorised to give you certain types of information about our *products*, neither our employees nor our agents have any authority to make representations or predictions or give any opinion about anything in connection with our banking agreement.

We are not liable for any *loss* if they act without authority. However, if you consider that any representation has been made to you that is not set out in our banking agreement, you need to give us details in writing so that we can clarify it.

If you, any *authorised person* or any *security provider* has any concerns about these things, the terms of our banking agreement or any *security*, we recommend you or they get help from an independent financial adviser or lawyer.

#### Hyperlinked sites

35.3 We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites on our website. We are not responsible for any *loss* you incur in connection with those hyperlinked sites.

#### Circumstances beyond our control

35.4 We are not liable for any *loss* you incur in connection with our inability or delay in receiving or executing instructions or unavailability of funds or any *product* due to any *circumstances beyond our control*.

35.5 If any *circumstances beyond our control* occur, we may take any action we consider appropriate in connection with your *account*.

#### Further steps

35.6 You must do anything we ask (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- to bind you and any other person intended to be bound by our banking agreement;
- to show whether you are complying with our banking agreement; and
- to confirm anything done by us in the proper exercise of our rights under our banking agreement.

#### Waiver

35.7 A provision of our banking agreement, or right created under it, may not be waived except in writing signed by the party or parties to be bound and is only effective for the purpose for which it is given.

#### Variation of our banking agreement

35.8 You acknowledge that various features of a *product* may be changed at any time, including the fees, interest rates, the basis for calculating interest rates and the margin. We may also vary any of the other terms of our banking agreement by notice to you in accordance with our usual practice and in accordance with any applicable law. This may include giving notice to you by public announcement as set out in clause 7.3. The *product terms* may set out specific steps we must follow to effect a variation.

#### Additional services

35.9 We may offer incentive programmes or value added services in connection with a *product* offered by us or a third party. We may vary or withdraw the programmes or services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of any programme or service.

#### How we may exercise our rights

35.10 We may exercise a right or remedy, give or refuse our consent or approval in connection with our banking agreement in any way we consider appropriate, including by imposing conditions. We need not give you reasons for any decision we make.

35.11 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

35.12 Except for a waiver or variation in accordance with clauses 35.7 or 35.8, nothing we do suspends, varies or prevents us from exercising our rights under our banking agreement.

35.13 We are not liable for any *loss* caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.

35.14 Our rights and remedies under our banking agreement and any *security*:

- are in addition to other rights and remedies given by law independently of our banking agreement or the *security*;
- do not merge with and are not adversely affected by any other *security* and may be executed independently or together with any rights or remedies including under any other *security*; and
- may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise; and
- are not affected by any payment, settlement or any thing which might otherwise affect them at law including:
  - us varying our banking agreement such as by providing you with additional *products* or replacing existing *products*;
  - you opening an *account*;
  - an *account* not being active;
  - us releasing you or a *security provider* or giving them a concession, such as more time to pay;
  - the fact that we release or lose the benefit of any *security*;
  - the death, mental or physical disability or *insolvency* of any person (including you or a *security provider*).

35.15 Our rights and remedies under our banking agreement may be exercised by any of our authorised employees or any other persons we authorise.

### Complying with orders and directives

35.16 If we are served or issued with any of the following:

- court orders
- directives issued under law, regulators, authorities or agreements with any regulator or any authority

we will act in accordance with them and you must not commence proceedings against us in relation to our actions.

### Consents

35.17 You must comply with all conditions in any consent or approval we give in connection with our banking agreement.

### Conflicting claims

35.18 If we consider any funds in any *account* may be subject to conflicting claims, we may take action (including getting legal advice or taking legal proceedings) to determine the matter. We may act in accordance with any determination and we are not liable to you for any *loss* you incur.

### Indemnities

35.19 The indemnities in our banking agreement are continuing

obligations, independent of your other obligations under them. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity in connection with our banking agreement.

### Commissions

35.20 We may pay or receive a fee or commission to or from a third party if you are introduced to us or by us (if required by law, after you have consented to the introduction).

### Outsourcing

35.21 We may employ independent contractors and agents (including correspondents) to perform any of our obligations under our banking agreement or provide a *product* on terms we consider appropriate.

### Dealings

35.22 You must not assign or transfer your rights and obligations under our banking agreement to anyone without our consent first.

35.23 We may assign or otherwise deal with our rights under our banking agreement (including any particular *product* or *account*) in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in our banking agreement) any right of set off or other rights you have against us. If we ask, you must sign and give us or any other person we specify any document we reasonably require for this purpose.

### Compliance with law

35.24 Nothing in our banking agreement requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policy or any applicable law, regulation or requirement of any authority.

### We act on banking days

35.25 We only act on certain instructions or provide a *product* on a banking day.

### Opening further accounts

35.26 We may open an *account* to administer any transactions for any *product*.

### Severability

35.27 If and to the extent that an applicable law is inconsistent with our banking agreement in a way that would otherwise have the effect of making:

- a provision of our banking agreement illegal, void or unenforceable; or
- a provision of our banking agreement contravene a requirement of that law or impose an obligation or liability which is prohibited by that law,

then the law overrides our banking agreement to the extent of the inconsistency, and our banking agreement is to be read as if that provision were varied to the extent necessary to comply with that law and avoid that effect (or, if necessary, omitted).

If any term of our banking agreement is invalid, unenforceable or illegal in a jurisdiction, that term is read as varied or severed (as the case requires) only for that jurisdiction. All other terms continue to have effect in that jurisdiction.

### Third party rights

35.28 Our banking agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- a member of the *Standard Chartered Group* may enforce any rights or benefits in our banking agreement;
- a member of the *Standard Chartered Group* may enforce the rights or benefits of any indemnity, limitation or exclusion of liability in our banking agreement; and
- a person who is a permitted successor or assignee of the rights or benefits of our banking agreement may enforce those rights or benefits.

No consent from the persons referred to in this clause is required for the parties to vary or rescind our banking agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

### Anti-money laundering and counter terrorism financing

35.29 To comply with anti-money laundering laws, counter terrorist financing laws, regulations and policies, including our policies, reporting requirements under financial transactions legislation and requests of authorities, the *Standard Chartered Group* may be:

- prohibited from entering or concluding transactions involving certain persons or entities; or
- required to report suspicious transactions to an authority. Transactions impacted include those that may:
  - involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
  - be relevant to investigation of an actual or attempted evasion of *tax* law, investigation of or prosecution of a person for an offence against any applicable law; or
  - involve persons or entities which may be the subject of sanctions.

35.30 A member of the *Standard Chartered Group* may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

35.31 No member of the *Standard Chartered Group* is liable for any *loss* arising out of any action taken or any delay or failure by us, or a member of the *Standard Chartered Group*, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out above.

### Reports

35.32 Any report we obtain from any valuer or consultant is for our use only. Even if we give you a copy of the report, you cannot rely on it. You cannot sue us, the valuer or consultant if the report is wrong.

### Counterparts

35.33 Our banking agreement may consist of a number of copies, each signed by one or more parties. The signed copies form one document.

### Withdrawals

35.34 Withdrawals from an account are subject to conditions we may impose. For example, we may require you to give us notice or, if you make more than a maximum number of withdrawals in a period, the terms on which we pay interest may change or we may charge you a fee.

35.35 We are not liable for any *loss* you incur in connection with our inability or delay in receiving or executing instructions or unavailability of funds or any *product* due to any *circumstances beyond our control*. If any *circumstances beyond our control* occur, we may take any action we consider appropriate in connection with your *account*.

*Circumstances beyond our control* is defined as means circumstances beyond our reasonable control including natural events, steps taken or policies imposed by authorities, adverse market or trading conditions, failure of third parties, failure of communication or computer facilities and civil disturbances.

Nothing in our banking agreement requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policy or any applicable law or requirement of any authority.

### Governing law

35.36 Our banking agreement is governed by the laws of Kenya.

### Jurisdiction

35.37 The parties submit to the non-exclusive jurisdiction of the courts of Kenya. We may take enforcement action and initiate proceedings in the courts of any other jurisdiction where you have assets. To the extent allowed by law, we may take proceedings in any number of jurisdictions at the same time. You may only initiate an action in the courts of Kenya.

### Serving documents

35.38 Without preventing any other method of service, any document in a court action may be served on a party by being posted, delivered to or left at that party's address last notified.

## Part K - What to do if you have a complaint

### 36 What to do if you have a complaint

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- 36.1 We aim to provide excellent customer service. If you think we have failed, you should let us know so that we can try and put things right. Also, by telling us where you think we have failed, we will be able to provide you with a better service in the future. Please contact us (see “How to contact us” at the front of these Customer Terms) if you need assistance.
- 36.2 You can obtain information on our complaints handling process by visiting any of our branches.

### 37 Meaning of words

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You also need to refer to the *product terms* which also define key words specifically applicable to the *product*. If a word defined in these Customer Terms is also defined in any *product terms*, the definition in the *product terms* applies for the purposes of the applicable *product*.

**account** means, for a *product*, the account opened and maintained by us for you in respect of it.

**application** means, for a *product*, a Standard Chartered Bank application form signed by you together with all related forms and consents signed by you in connection with your application for the *product*.

**approval** means, for a *product*, our confirmation to you that use of the *product* is approved by us.

**ATM** means an automatic teller machine. It includes any machine or device which allows cash to be withdrawn from it and which may accept deposits of cash or cheques.

**ATM card** means the card or other device through which you may access an *account* by an *ATM*, together with the relevant *PIN/password*.

**authorised person** means any person you authorise (either alone or collectively) and we approve to operate an *account* and to act on your behalf in giving instructions, to perform any other acts under our banking agreement or use any *product*. It includes a *cardholder* or any other person given a *security password* to allow them to give instructions.

**balance owing** means, for a particular *account*, at any time, the difference between all amounts credited and all amounts debited to you in connection with that *account* at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

**base currency** means, for a *product*:

- in the case of a *mortgage facility*, the currency in which the limit is expressed; or
- in any other case, the currency of the place where the *product* is provided to you.

**bonus points** means a bonus point awarded to you on the terms and conditions of any *bonus points scheme*.

**bonus points cancellation date** means the earlier of:

- unless otherwise set out in the *product brochure*, each anniversary of the date of the opening of your *account* (or your first *account* if you have more than one *account*);
- the date on which your use of the *account* for the *card* is terminated or the *account* for the *card* is closed; or
- the date on which the *card* expires without renewal.

**bonus points scheme** means any scheme at any time established or designated by us which allows a *cardholder* to:

- earn *bonus points* when they use a *card* or pay for any goods and services; and

- use or redeem the *bonus points* to pay or exchange for the goods and services at the outlets as we specify.

**bonus points purchase** means any purchase or part of any purchase of any goods and services made by using or redeeming *bonus points*.

**card** means an *ATM card*, a *debit card* or a *credit card* or all of them, as the context requires.

**card association** means Visa International, MasterCard International or any other card association.

**cardholder** means, for an *account*, each person to whom we issue a *card* on the *account*. It includes a supplementary *cardholder* of a *credit card*.

**circumstances beyond our control** means circumstances beyond our reasonable control including natural events, steps taken or policies imposed by authorities, adverse market or trading conditions, failure of third parties, failure of communication or computer facilities and civil disturbances.

**consolidated statement** means a single statement setting out details (including the *balance owing*) of all *accounts*.

**costs** includes costs, charges and expenses, including those in connection with legal advisers.

**credit card** means a credit card with the branding of a *card association* issued by us on an *account* in accordance with *credit card product terms*.

**debit card** means the card or other device issued by us to you, with which you may make payments by direct debit from an *account*. A *debit card* may also be an *ATM card*.

**default** means any of the events described or referred to in clause 26.3 (Termination by us);

**electronic alerts** means an *electronic banking service* provided by *SMS* or email by which we send you *SMS* or email messages to alert you to certain types of transactions or to provide financial information, as offered by us and selected by you.

**electronic banking services** means services provided by us which enables you or an *authorised person* to obtain information from us or give instructions to us through *electronic equipment*.

**electronic banking service software** means any software and other information we allow you to use to access and use *electronic banking services*.

**electronic equipment** means any electronic equipment including an electronic terminal (for example, a *merchant terminal* or *ATM*), computer, television, fax machine, telephone and mobile telephone.

**eStatement** means statements sent to or accessed by you by electronic means.

**fund transfer services** means each service provided by us which enables you to transfer funds from the *source account* to another account under the *electronic banking services*.

**insolvency** or **insolvent** means, for a person, the occurrence of any corporate action, legal proceedings or other step in relation to:

- suspension of payments, moratorium of indebtedness, bankruptcy, winding-up or composition or arrangement with creditors;

- the appointment of a receiver, administrator in respect of that person or any of their assets;
- attachment, sequestration, distress or execution affecting any of their property or the enforcement of any *security interest* over their assets,

or any thing which has a substantially similar effect to any of these things happening in any jurisdiction.

**letter of offer** means, for a *product*, any letter of offer from us offering to provide you with the *product*.

**linked account** means an *account* which is linked to a *card*.

**loss** includes any loss, damage, demand, claims, liabilities and *costs* of any kind.

**merchant** means a merchant at whose outlets we have authorised the use of *cards*.

**nominated account** means an *account* opened and maintained by us which you and we have agreed is to be the *account* used for the purposes of transactions in connection with a *product*.

**online banking** means the *electronic banking services* provided by the internet.

**online telegraphic transfer** means an instruction given by you or an *authorised person* by the *electronic banking services* for an international funds transfer.

**other arrangement with us** means:

- each *security*; and
- each other arrangement (including an agreement or a *security interest*) under which you or any *security provider* has or could in the future have obligations to us or any member of the *Standard Chartered Group*. It does not include any banking agreement.

**PIN/password** means the **personal identification number or question** or other password or information given to, or selected by, you or an *authorised person* that is used to confirm your or their identity when they access an *account*.

**point of sale banking** means use of a *card* by you or an *authorised person* at a merchant's terminal (for example, ePOS, EPS, NETS).

**product** means each facility, product or other service we may make available to you under our banking agreement.

**product brochure** means, for a *product*, a brochure describing the features of the *product*. The brochure may not necessarily be called a 'product brochure'.

**product terms** means, for a *product*, the specific terms and conditions that apply to it, in addition to these Customer Terms. These are available to you at our branches and our website and may include a *product brochure*.

**security** means any *security interest* granted to us in connection with our banking agreement. It includes any *security interest* given under Part I (Security).

**security password** means a *PIN/password* or a physical device (for example, an *ATM card*, a *debit card*, *credit card*, token or electronic key) that you or an *authorised person* must use to confirm your or their identity when you or they access an *account*.

**security interest** means any security for the payment of money or performance of obligations including a mortgage, charge, pledge, lien or guarantee and indemnity.

**security provider** means each person who provides *security*.

**SMS** means a Short Message Service using a mobile telephone.

**SMS banking** means the *electronic banking services* provided to you by *SMS*, by which you have access to *accounts*.

**source account** means the *account* designated by you, from which funds are to be used for a fund transfer under the *fund transfer services* or a payment under the bill payment services. The *source accounts* designated for separate transactions may be different *accounts*.

**Standard Chartered Group** means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

**tariff guide** means, for a *product*, a document (which may not necessarily be called a 'tariff guide') setting out some of the fees and *costs* that may apply to a *product*.

**tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of it).

**we** means each member of the *Standard Chartered Group* identified in the *application* or the *approval* as the person providing the *product* (or any component of the *product*) to you, and its successors and assigns.

**you** means the person named as the applicant in the *application*. If there is more than one, you means each person separately as well as every two or more of them jointly.

The singular includes the plural and vice versa.

Headings in our banking agreement are for convenience only and do not affect their interpretation.

A reference to:

- our "banking agreement" means, for a *product*, the agreement between you and us made up of the applicable documents set out in clause 1.3;
- a "banking day" is a reference to a day when banks are open for general banking business in Kenya;
- "person" (including you) includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;
- a person (including you and us) includes that person's executors, administrators, successors, substitutes (including by novation) and assigns and our banking agreement binds those persons;
- "including", "such as" or "for example" when introducing an example does not limit the meaning of words to which the example relates to that example or examples of a similar kind;
- a law includes any regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any authority;
- a document includes any variation or replacement of it and any reference to any details set out in a document (for example, limits, fees, interest rates or repayment arrangements) is a reference to those details as varied in accordance with our banking agreement or as otherwise agreed; and
- any thing includes any part of it.

# Retail Products Terms and conditions

# Current /Savings Account and Term Deposit Terms

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## Important notice

### You need to read this document.

It sets out specific terms and conditions on which we agree to provide you with *current account*, *term deposit* and *savings account products*. **You must read it in conjunction with our Customer Terms, the *tariff sheet*, the *product brochure* and any other documents forming our banking agreement included in your Welcome Pack.** To the extent of any inconsistency between these terms and our Customer Terms, these terms prevail. These terms do not apply to any existing current/cheque account, term deposit account or savings account products you have with us to the extent that they are subject to separate terms and conditions.

### Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained in our Customer Terms. Some additional key words which apply to the *products* referred to in these terms are explained at the end of these terms.

### How to contact us

To find out information (such as current fees and interest rates or if you need us to explain features or terms) in connection with our *products*, you should contact us at one of our branches, by using phone banking [+254-02-3293900](tel:+254-02-3293900) or by visiting our website [www.sc.com/ke](http://www.sc.com/ke)

## 1 Choosing the account that is right for you

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We offer a variety of *current/cheque accounts*, *term deposits* and *savings accounts* designed to suit your personal banking needs. The particular types of *current/cheque accounts*, *term deposits* and *savings accounts* we offer are set out in the *product brochure*. If you need us to explain any of the features of, or the terms applying to, any *current/cheque account*, *term deposit* or *savings account*, please contact us (see “How to contact us” at the front of these terms).

## 2 Savings accounts

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### No cheque facility

2.1 *Savings accounts* do not include a cheque facility.

### Interest

2.2 If you have a credit balance in a *savings account* you may be entitled to receive interest depending on the type of *account* (see the *product brochure* and the *tariff guide*). The rate of interest may be fixed or varied as we determine. We pay interest quarterly or at other regular intervals we determine.

2.3 Interest is calculated and accrues daily and if the credit balance of your *savings account* is denominated in:

- Kenyan Shilling, British Pounds or South Africa Rand we calculate interest on the basis of a 365 day year (a 366 day year in the case of a leap year);
- Any other currency, we calculate interest on the basis of a 360 day year (or any other basis we choose).

## 3 Term deposits

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### Minimum age for term deposits

3.1 You must be at least 18 years old to apply for a *term deposit*. You will

### Interest on term deposits

3.2 Interest on a *term deposit* is paid at a rate we determine for the duration of the *term deposit* and is payable either monthly, quarterly or annually or at maturity. The applicable interest rate is available by contacting us at one of our branches or by using phone banking.

### Withdrawals before maturity

3.3 The *deposit* will automatically roll over for a similar period on maturity at prevailing counter rate, unless written instructions are given to us to the contrary. Terminating or cancelling of the *term deposit* before maturity is not allowed. In the event of a partial or total early withdrawal, charges may apply and you will forfeit all the interest accrued. In the event that interest has been paid before maturity the Bank will recover the paid interest from you.

3.4 You may recover any tax that may have been deducted prior to the withdrawal of the deposit before maturity from the relevant tax authority.

3.5 Interest accrues daily and if the credit balance of the *term deposit account* is denominated in:

- Kenyan Shilling, British Pounds and South African Rand we calculate interest on the basis of a 365 day year (a 366 day year in the case of a leap year);
- Any other currency, we calculate interest on the basis of a 360 day year (or any other basis we choose).

### Maturity of term deposit

3.6 If a *term deposit* matures on a day which is not a banking day in Kenya, then the date is extended to the next banking day.

3.7 You will need to hold a *current or savings account* with us to open a *term deposit*. We will only pay the principal and interest to your nominated *current or savings account* (unless we otherwise agree).

3.8 You must instruct us in writing (or any other way we agree to accept) before the maturity date (and in the case of foreign currency deposits, at least 2 banking days before the maturity date) whether you want:

- to renew the *term deposit*; or
- us to pay you the principal and interest on the maturity date.

If you do not instruct us, we may renew the *term deposit* for a similar term with interest at the prevailing counter interest rate for a similar tenor to the preceding deal. However, we have no obligation to do so.

3.9 Interest ceases to be payable after the maturity date unless the *term deposit* is renewed.

## 4 Current accounts

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*Current accounts* are accounts which may have a cheque facility.

### Minimum age

4.1 You must be at least 18 years old to apply for a *current account*.

### Interest

4.2 Interest is not payable on a *current account* unless specified in the *product brochure* for the particular type of *current account*.

### Cheque books

4.3 When you open a *current account* we may issue you with a cheque book. If we ask you to collect a cheque book from us and it is not collected within 90 days of request, we destroy it. You must keep cheque books secure (including keeping them in a safe place - please refer to the security procedures set out in the Customer Terms).

- 4.4 If you need a new cheque book it can be ordered by either filling out the application form in the cheque book or by any other process we offer. We may refuse to issue a new cheque book.
- 4.5 When you receive your cheque book you should check that the account number and name are correct.
- 4.6 Fees and charges may apply to cheques including stop fees, dishonour fees and fees if a cheque is returned to us (see the *tariff* guide for more details of applicable fees and charges)

### Writing cheques

- 4.7 You or an *authorised person* must be careful when writing cheques to ensure the cheque cannot be altered without authorisation and to prevent fraud by forgery. For example, when writing cheques, you or an *authorised person* must:

- only use cheques in the form we have issued;
- write in non-erasable ink or ballpoint pen;
- write the words and figure of the amount as close as possible to each other and to the left-hand margin in order to prevent space for insertions;
- never pre-sign a blank cheque;
- if sending cheques by post, delete the words 'or bearer' (to make the cheque an 'order' cheque) and cross the cheque with two parallel lines;
- not alter the cheque (including deleting the words 'or bearer') unless confirmed by their full signature;
- not use correction fluid.

We may dishonour and return any cheque that is not completed in accordance with these procedures, post-dated or out of date or otherwise not in a form acceptable to us.

If the words 'or bearer' are not deleted the cheque is a 'bearer cheque' and may be deposited by anyone holding the cheque.

You can protect yourself by crossing a cheque with two parallel lines as the cheque must then be paid into the payee's account rather than 'on demand'.

### Fees & charges

- 4.8 Fees and charges apply depending on the product and the nature of transaction see the *tariff* guide for more details of applicable fees and charges).

### Overdraft facility

- 4.9 We may allow you to use an overdraft facility on a *current account*.
- 4.10 The overdraft facility may be used to draw cheques and for direct debit payment arrangements or for withdrawals.
- 4.11 We set a limit for the overdraft facility and if the *current account* balance exceeds the limit then you must immediately make payment to reduce the balance to or below the limit. We may increase or decrease the limit at any time.
- 4.12 We charge interest on the debit balance of the overdraft facility calculated in accordance with the *tariff guide*. We debit any accrued interest from the *current account* on a monthly basis.

We do not take into account any uncleared funds in calculating the unused portion of the overdraft facility.

## 5 Foreign currency

Deposits of foreign currency are generally made into a form of *savings account* or *term deposit*. However, foreign currency *current/cheque accounts* may also be available. For more information, contact us at one of our branches or by using phone banking.

### Minimum age

- 5.1 You must be at least 18 years old to apply to make a *foreign currency deposit*.

### Terms of deposit

- 5.2 We accept *foreign currency deposits* in currencies acceptable to us and on the conditions (including term, interest rate and minimum deposit amount) available at our branches

### Deposit methods

- 5.3 We may accept and deposit (as agent for collection) foreign currency drafts or cheques for good value after clearance. We deduct from the proceeds our fees and charges (the details of which are available by contacting us at one of our branches or by using phone banking) and any fees and charges that may be imposed by third parties.

However, we may:

- refuse to accept for collection drafts or cheques drawn in favour of third parties or if the payee's name is not identical to your name in our records;

We return dishonoured cheques or drafts to your last notified address at your risk and *cost*.

- 5.4 If you have an existing foreign currency *term deposit* and we receive additional foreign currency funds with no specific instructions, we may place them in any type of *account* we determine for a minimum of one month. However, if the additional funds are below our minimum deposit amounts, we may place them in an existing *account* in the same currency and with the interest rate and the earliest maturity date we determine.

## Withdrawal methods

- 5.5 A *foreign currency deposit* which is a *term deposit* may not be withdrawn before the maturity date. However, we may allow withdrawal before the maturity date subject to any conditions we may impose (including a period of notice, reduced or nil interest, fees and other charges).
- 5.6 If you make a withdrawal of a *foreign currency deposit* and the withdrawal is denominated in:
- British Pounds or US Dollars, we may (but need not) make available to you the proceeds of your withdrawal on the same day as your withdrawal;
  - any other foreign currency, you must notify us of your intention to make the withdrawal at least two banking days before you make the withdrawal.
  - If you give us notice, proceeds of withdrawal may be available in foreign currency notes. You must pay any applicable fees. Details of fees are available by contacting us.

## Interest on foreign currency deposits

- 5.7 Interest on a *foreign currency deposit* is paid at a rate we determine. The applicable interest rate is available by contacting us.

## Commission

- 5.8 We may charge commission on a deposit or withdrawal made in cash, cheques, drafts, payment orders or other monetary instruments in the currency of the *account* for the *foreign currency deposit*. Please refer to the *tariff sheet* or elsewhere in our banking agreement for details or contact us if you require further information.

## Foreign exchange controls

- 5.9 *Foreign currency deposits*, and all transactions in connection with them, are subject to any applicable exchange control laws.

## Operation without verification of signature

- 5.10 For *foreign currency deposits* we may waive any requirement to verify your signature or the signature of an *authorised person*. If we do so, the *account* is called a “discretionary account”. For discretionary accounts, the following applies:
- a discretionary account can only be operated using your signature and a joint *account* may only be operated by the signatures of all account holders;
  - cheques and other instruments to be deposited into a joint *account* which is a discretionary account must be made in the name of all account holders;
  - withdrawals from a discretionary account can only be made by drafts crossed with “Account Payee only” or by telegraphic drafts in your name or the names of all joint account holders for a joint *account*.

## Exchange risk

- 5.11 You acknowledge that:
- you are aware of the risk of interest rate and exchange rate fluctuations and the effect that such fluctuations may have on the credit balances in an *account*;
  - adverse exchange rate movements could result in the credit balance (even after interest is credited) being less than the amount you deposit.

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## 6 Minimum balances

- 6.1 Some *accounts* require you to maintain a minimum balance. For details on required minimum balances, see the *product brochure* and/or *tariff sheet* or contact us.
- 6.2 We may require you to maintain a minimum aggregate balance on your *savings accounts*, *current/cheque accounts*, *term deposits accounts*, *foreign currency deposits* and other *accounts* we specify where you are the primary account holder (either solely or jointly). For details on required minimum aggregate balances, see the *tariff guide* or elsewhere in our banking agreement. Please contact us for further details.
- 6.3 If a minimum balance or a minimum aggregate balance applies to an *account* and the balance falls below the required minimum we:
- need not accept any instruction or allow any transaction on an *account* which would cause the balance to fall below the minimum balance;
  - need not pay interest on the relevant *accounts*;
  - may close the relevant *accounts*.

You must also pay any applicable fees (the details of which are available in our *tariff guide* by contacting us at one of our branches or by using phone banking).

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## 7 Payments into accounts

- We may accept or refuse payment**
- 7.1 We may accept or refuse to accept any deposit whether in cash or by cheque or other instrument or set minimum or maximum amounts on deposits. We need not give any reason for doing so.
- 7.2 Any cheque or other instrument is received by us as agent for collection on your behalf.

### Your responsibility

- 7.3 You accept that any deposit through an *ATM* with the use of a *card* is at your risk and is subject to us verifying and processing. You must check that your instructions have been processed accurately. If you do not notify us within 3 working days of the time the transaction is processed, our records of the transaction are taken to be correct.

7.4 We are not responsible for funds given to any of our employees or officers outside banking hours or outside our premises.

### Foreign cheques or instruments

7.5 If we agree to accept cheques or other instruments drawn on financial institutions located outside Kenya, you acknowledge that:

- clearance depends on the law and practice of the location of the financial institution;
- we are not responsible for the value given by the financial instrument or any other *loss* incurred in connection with the cheque or instrument.

### Receipts

7.6 Receipt of a deposit is evidenced by our usual practice, depending on how you make the deposit. A person making a deposit should keep their copy of the receipt.

7.7 A deposit slip is only valid if endorsed by our machine print (if deposited at a self service machine) or by our stamp and signature of a bank officer (if deposited at a branch).

7.8 Any receipt we issue cannot be used as evidence of your title to a deposit.

### Third party cheques

7.9 If a cheque or other instrument is presented which is payable to a third party or it appears to belong or to have belonged to someone else (called a "third party cheque"), we may refuse to accept it for deposit or refuse to cash it. If we agree to accept or cash a third party cheque we may require you or an *authorised person* to comply with additional conditions.

### Cheque collection box deposits

7.10 You must not deposit cash or bearer cheques into the cheque collection boxes. If you make a deposit in this way, you do so at your own risk and we are not liable for any *loss* incurred as a result of your action.

### Clearance of payments

7.11 We do our best to process all cheques and other instruments within a reasonable period of time. However, if they are deposited after any cut off time we specify, they may not be processed until the following banking day. If they are deposited through an *ATM*, cheques may take up to two clear banking days to process. Clearance times may vary.

7.12 The proceeds of cheques and other payment instruments deposited, or funds transferred electronically cannot normally be withdrawn until cleared. If we allow withdrawal of the proceeds before clearance occurs, you must repay or we may debit that amount if the cheque, payment instrument or transfer is dishonoured.

### Regular payments to an account

7.13 If you ask, we may establish a regular payment arrangement to an *account*. We may cancel or stop the regular payment arrangement if:

- you instruct us to do so in writing; or
- the *account* does not have sufficient funds to satisfy any regular payment; or
- the payment arrangement no longer complies with the terms of the payment authority signed by you; or
- required by law.

### Dishonoured cheques

7.14 We give you details of any cheque deposited into an account which is dishonoured as soon as practicable by bearer or post to your last known address.

## 8 Payments out of accounts

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### Withdrawals

8.1 You may withdraw your deposits only at the country where the deposits are located. However, we may from time to time allow withdrawals of deposits from your account to be made in other countries subject to conditions we may impose, and you agree that we may withdraw any such permission at any time without notice. You agree that such withdrawals are subject to market conditions and the laws and regulations governing the location of the product, and the location of the withdrawal.

### Authority to debit and payment

- 8.2 You authorise us to debit all cheques and other instruments drawn by you to a *current/cheque account*.
- 8.3 We may determine the order of priority for payment of cheques.

### Third party withdrawals

8.4 We may, but need not, accept instructions allowing third parties to withdraw from an *account*.

### Stopping payment of cheques

- 8.5 You or an *authorised person* may request us in writing to stop payment of a cheque drawn on a *current/cheque account* before it has been paid. However, the instruction is only effective if it:
- gives full details of the cheque; and
  - is received by the branch where the *current account* is maintained before the cheque is deposited for clearing. (See our Customer Terms for how we deal with stopped payments.)

## Direct debits or periodical payments from accounts

- 8.6 If you ask, we can organise a direct debit or periodical payment arrangement from an *account*. You need to sign additional documents to authorise it.
- 8.7 We may cancel or stop any direct debit or periodical payment arrangement if:
- you instruct us to do so in writing; or
  - the payment arrangement no longer complies with the terms of the direct debit authority signed by you.

We may ask that you also notify the person to whom you have given the direct debit authority.

## Telegraphic transfers

- 8.8 You may ask us to effect telegraphic transfers for you. We need not agree to your request.
- 8.9 We may set a minimum amount or maximum amount for telegraphic transfers. For details of these amounts and the applicable fees and charges, please contact us or see our *tariff guide*.
- 8.10 If a telegraphic transfer is made in a currency other than the currency of the destination country, you may be required to pay multiple charges for the telegraphic transfer. For details of these charges, please contact us.
- 8.11 You consent to us disclosing any information in connection with the telegraphic transfer to the correspondent or intermediary bank.
- 8.12 If a telegraphic transfer cannot be completed, we are not required to refund the charges paid by you for the telegraphic transfer unless the failure to complete was solely and directly due to anything we do or do not do.

## 9 Dormant accounts

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### What is a dormant account?

- 9.1 If no withdrawal, deposit, fund transfer or use of *electronic banking services* other than direct debit or periodic payment arrangements is made for 24 months on a *savings account* or 12 months on a *current account* or such other period that we notify to you, we classify the *account* as dormant. We need not pay interest on a dormant account.

### Fees for dormant accounts

- 9.2 If the balance of a dormant *account*:
- falls below a minimum limit set out in the *tariff guide*, we may close the *account* and use any credit balance to pay the monthly service fee set out in the *tariff guide* or as notified by us; or
  - is above the minimum limit set out in the *tariff guide*, we may debit the monthly service fee set out in the *tariff guide* or as notified by us until the *account* is closed, unless prohibited by law.

## 10 Unclaimed Assets

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- 10.0 Any account that is not operated for a period of five years or more will be classified as an

unclaimed asset and any funds in that account will be submitted to the authority in charge of unclaimed assets. The Bank will not be held liable for the account or be required to follow up with the authority for the remittance of the said funds back to you.

## 11 Closing accounts

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### When we may close accounts

- 11.1 We may close a *savings account*, *term deposit* or a *current account* at any time upon giving you at least seven (7) days notice. We need not give a reason for doing so. If we do so, we will pay you any credit balance in the *account* in the manner we determine.
- 11.2 We may at any time close an account that remains overdrawn without authorisation or with a nil account balance for 3 consecutive months (90 days) or any other valid reason without any notice. Any such overdrawn sums shall remain owing and recoverable from you.

### Return of cheque books

- 11.3 If a *current account* is closed, you must ensure that any unused cheque books are returned to us.

## 12 Meaning of words

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You also need to refer to our Customer Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Customer Terms, the definition in these terms applies for the purposes of *current/cheque accounts*, *term deposits*, *foreign currency deposits* and *savings accounts*.

**current account** means any account of the type referred to in clause 4.

**foreign currency deposit** means any deposit of foreign currency described in clause 5.

**savings account** means any *account* described in clause 2.

**term deposit** means any time, term or fixed deposit described in clause 3.



# Mortgage Facility Terms

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## Important notice

### You need to read this document.

It sets out specific terms and conditions on which we agree to provide you with *mortgage facilities*. **You must read it in conjunction with our *letter of offer*, our Customer Terms and any other documents forming our banking agreement.** To the extent of any inconsistency between these terms and our Customer Terms, these terms prevail and if there is any inconsistency between the *letter of offer* and any other part of our banking agreement, then the terms in the *letter of offer* prevail.

### Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained in our Customer Terms. Some additional key words which apply to the *products* referred to in these terms are explained at the end of these terms.

### How to contact us

To discuss any aspect of our relationship please contact us at one of our branches, by using phone banking [+254-02-3293900](tel:+254-02-3293900) or by visiting our website [www.sc.com/ke](http://www.sc.com/ke).

## Part A - Getting started

### 1 Letter of offer

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If we approve your *application*, we issue a *letter of offer*. If you want to accept our *letter of offer* you need to do so in accordance with the procedures set out in the *letter of offer*.

### 2 Pre-conditions to use

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2.1 Before you can use a *mortgage facility* you must:

- comply with the requirements we specify from time to time and any other pre-conditions we specify in our banking agreement/letter of offer;
- unless otherwise stated in our *letter of offer*, have paid all our *costs* in connection with the *mortgage facility*. (We may deduct any fees payable from funds drawn down);
- have opened or maintain a *nominated account* or any other *account* we specify with us. These *accounts* must be maintained at all times for the purposes of the *mortgage facility*.
- have satisfied our insurance requirements, the requirements of the insurer and, unless we agree to finance them, paid the premiums due, including if we require you to have *mortgage insurance*, the *premium amount*;
- provide us with all *securities* in the form and substance we require including all documents we consider necessary to ensure the *security* is effective; and
- provide us with all other documents or information we reasonably require.
- *Have paid all costs of our service providers (such as lawyers) in connection with the mortgage facility.*

Each item must be in form and substance satisfactory to us, our lawyers and our consultants (including evidence of stamping (if applicable) and if a document is not an original document it must be certified in the manner we require as being a true and up to date copy of the original).

2.2 We need not provide any funds to you or otherwise allow you to use the *mortgage facility* if:

- any of the circumstances in clause 3 (Pre-conditions to use of any product) of the Customer Terms exists; or
- the results of any searches, requisitions or other enquires in connection with you, any *security provider* or the *property* are not in form and substance satisfactory to us, our lawyers or consultants.

### 3 Your limit

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You may only draw on a *mortgage facility* up to the *limit*. We may cancel or vary the *limit* at any time.

## Part B - Mortgage Loans - General

### 4 Funding

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#### Purpose

- 4.1 You must use the *mortgage facility* only for the purpose set out in the *letter of offer* or as otherwise approved by us.

#### Requesting funds

- 4.2 If you want us to provide you with funds, you may do so by a written request in the form we require. If the *mortgage facility* is provided to finance construction or renovation, each request made during the construction period may need to certify matters relating to the building and attach documents or other information we specify, including invoices from the builder and evidence that you have paid any shortfall between the funds to be advanced and the invoice amount.

Your request must be made within a reasonable time (for example, at least [seven] banking days) before you require the funds.

#### How we provide the funds

- 4.3 We pay the funds to you as directed by you or your agent, except to the extent that we require otherwise. For example, if the *mortgage facility* is provided to finance construction or renovation, we provide the *loan* in a series of advances as the work progresses against invoices we approve. We may provide the funds by paying them directly to the builder. You must provide us with receipts from the builder within two weeks of the date we provide the funds as specified in the terms and conditions of the letter of offer.

#### Availability period

- 4.4 If the *letter of offer* states an availability period, each request for funds must be made during the availability period. Any unused portion of the *limit* at the end of the availability period is automatically cancelled.
- 4.5 If the *mortgage facility* is provided to finance construction or renovation, you must ensure that the work is completed within the construction period agreed with us.

### 5 Interest, fees and charges

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#### Interest - general

- 5.1 You must pay interest on the *loan* monthly in arrears (or as otherwise set out in our *letter of offer*) at the rate set out in the *letter of offer* or at any other rate we determine. Despite the terms of our *letter of offer*, the interest rate we charge cannot be less than 0% per annum at any time.
- 5.2 Unless otherwise stated in our *letter of offer*, interest accrues on a daily basis and is calculated on the basis of a 360 day year.
- 5.3 Interest is payable on the dates set out in the *letter of offer* or otherwise in our banking agreement.
- 5.4 Unless otherwise stated in our *letter of offer* interest is charged to your *account* on the last banking day of each month and on the day when all amounts owing in connection with the *mortgage facility* are finally paid (unless you have

made arrangements with us otherwise).

- 5.5 We may vary the interest rate, the basis for calculating the interest rate (including any base lending rate or any other reference rate) and the margin. If we vary the interest rate, we will notify you of the effective date of the revised interest rate and give you 30 days' notice of the change.

#### Fees and charges - general

- 5.6 The fees and *costs* for each *mortgage facility* are set out in the *letter of offer* or the *tariff guide*. They are also available by contacting us at any of our branches, by phone banking or by visiting our website. We will notify you of any variations.

### 6 Facility term

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- 6.1 The term of a *mortgage facility* commences on the date of first drawdown and continues for the period stated in the *letter of offer*.
- 6.2 The *letter of offer* may allow the original term of the *mortgage facility* to be extended up to a maximum period. This is to allow the instalment amount to be maintained despite any change in the interest rate (see clause 8.5 below) (This should be subject to variation of charged security documents)

### 7 Repayment

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#### Repayment by instalments

- 7.1 If the *letter of offer* states that you must repay the *mortgage facility* in instalments, we notify you the amount of the instalment and each instalment payment date. Any *balance owing* for the *mortgage facility* (after payment of all instalments) must be repaid on the final payment date we notify you.
- 7.2 If you have not fully drawn down the *mortgage facility* (that is, you have not used up your entire *limit*) by the end of any availability period stated in the *letter of offer*, we may vary the instalment amount, the number of the instalments and the term of the *mortgage facility*. We will notify you when we do so.
- 7.3 If the *mortgage facility* is provided to finance construction or renovation, you may not be required to begin the repayment of your *mortgage facility* instalments until a date stated in the *letter of offer* or another date we notify you.
- 7.4 You must pay the instalments even if you do not withdraw all or any of the *loan* we deposit in the *nominated account*.
- 7.5 If we vary the interest rate on the *mortgage facility*, we may vary the instalment amount and the number of instalments. However, if the *letter of offer* states that the *mortgage facility* has a term that may be extended if an interest rate increases, we extend the term of the *mortgage facility* (until it reaches the maximum term stated) rather than varying the instalment amount. If the maximum term is reached, we may vary the instalment amount.

The right to vary instalments is in addition to our other rights to vary, as set out in our banking agreement. See, for example, clause 35.8

(Variation of our banking agreement) in the Customer Terms.

### Methods of instalment repayment

- 7.6 The instalment repayment structure for the *mortgage facility* is stated in the *letter of offer*.
- 7.7 If the *letter of offer* states that the interest only repayment method applies, during the interest only period the amount of each monthly instalment is the sum of any unpaid interest charges which have accrued on the *account* for the *mortgage facility* for the month.
- At the end of the interest only period instalments, the *mortgage facility* converts to principal and interest instalments. We will notify you of the new instalment amount at the end of the interest only period.
- 7.8 If you ask, we may agree to defer a particular monthly instalment. If this happens, you must pay the additional interest which accrues on the deferred instalment amount on the final payment date we notify you.

### Statements

- 7.9 We issue a statement to you annually or upon request by you for the *mortgage facility*.

### When you must repay in full

- 7.10 On the last day of the *term*, to the extent there is any *balance owing* for the *mortgage facility*, you must repay that *balance owing*.
- 7.11 Despite any other term of our banking agreement, we may ask you to repay all or part of the *balance owing* for the *mortgage facility* and all other amounts owing to us in connection with the *mortgage facility* at any time. If we do so, you must immediately pay the amount we demand.
- 7.12 Before we discharge any *security*, you must pay all fees and *costs* payable in connection with the final settlement of your *mortgage facility* (such as discharge fees and *costs*).

## 8 Prepayment

### Prepayment

- 8.1 You may prepay all or part of the *mortgage facility* if:
- the prepayment amount complies with any minimum or maximum amount we specify;
  - you prepay only part of the *loan*, you maintain a minimum *loan* balance we specify;
  - when you prepay, you also pay all accrued but unpaid interest, fees and *costs* in connection with the *mortgage facility* and
  - you comply with any other requirements stated in the *letter of offer*. If you are unable to give us reasonable notice of *prepayment*, we may also require you to pay us an amount equal to one month's interest on the *mortgage facility*.
- 8.2 An amount prepaid reduces the remaining instalments *due in reverse order* by the amount prepaid.

### Right to reborrow

- 8.3 You may only reborrow an amount prepaid if our *letter of offer* states that the *mortgage facility* permits reborrowing (known as a revolving loan) and if you satisfy any conditions we require to permit reborrowing.

## 9 Review, cancellation, termination, suspension

In addition to the terms below, our Customer Terms and the *letter of offer* set out our right to review the terms of your *mortgage facility*, when you and we may end or suspend your use of any *product*. The Customer Terms also set out what you need to do if that happens (including immediate payment of the *balance owing* for the *mortgage facility*) and our enforcement rights. See, for example, Parts A and H of the Customer Terms. You may cancel a *mortgage facility* by [giving us three months' notice in writing].

- 9.2 We may at any time cancel or reduce a *mortgage facility* by giving you written notice. If we do so, you must repay the *balance owing* within the time we specify. This may include combining it with an existing *mortgage facility* we provide to you.

## Part C - General

### 10 Mortgage insurance

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This clause applies as we require you to take up *mortgage insurance* such as Mortgage Protection for the *mortgage facility*. In certain circumstances it provides protection for *loss* we may suffer in connection with your *mortgage facility*.

This clause is in addition to the “Insurance” clause in the Customer Terms.

#### Insurance application

- 10.1 You may apply to an insurer approved by us, or an insurer of your choice, subject to our approval to obtain *mortgage insurance* in connection with your *mortgage facility*.
- 10.2 You and the *security provider* acknowledge that the insurer decides whether or not to issue the *mortgage insurance*. We need not do anything to ensure that the insurer issues the requested *mortgage insurance*.
- 10.3 The terms of the *mortgage insurance* will be set out in the certificate of insurance issued to you by the insurer and the letter of offer. You should read the *mortgage insurance* terms carefully to ensure that it provides you with the necessary cover. Please note that your insurance does not take effect until the insurer issues you the certificate of insurance.

#### Amount you must pay

- 10.4 If we ask, you must pay to us any amounts which we are required to pay to the insurer in connection with the *mortgage insurance*, when we ask you to do so and within the time we specify. This may be before the amount is due to the insurer.
- 10.5 If we allow you to finance the *premium amount* out of drawdown proceeds, we apply part of the *loan* towards payment of the *premium amount* instead of collecting the *premium amount* from you as a lump sum. You must repay this amount to us in the same manner as the rest of *loan* under the *mortgage facility* or in any other manner we determine.
- 10.6 You must reimburse us for all *costs* which we incur in connection with the *mortgage insurance* (including making claims against it).

#### Acknowledgements

- 10.7 You and the *security provider* acknowledge and agree that in connection with any *mortgage insurance*:
  - the insurer decides whether or not to provide the *mortgage insurance*;
  - we are not responsible for ensuring that your application for the *mortgage insurance* is accepted by the insurer; and
  - we are the beneficiary under the *mortgage insurance*.

#### Surrender of policy

- 10.8 If the *mortgage insurance* is surrendered because all amounts owing under the *mortgage facility*

have been paid in full by either you or a *security provider*, the insurer may pay us a portion of the *premium amount* as the surrender value. If we receive any surrender value we pay it to you. However, we do so only if the *premium amount* has not been financed out of drawdown proceeds.

- 10.9 If the *mortgage insurance* is terminated for any other reason, we may require that the *surrender value* is applied to reduce the *balance owing* of the *mortgage facility*.

### 11 Inspection of property

---

You must do everything necessary to allow us or our authorised representatives to inspect the *property*. Unless there is an emergency, we give you reasonable notice before we carry out an inspection. You must pay all *costs* incurred by us in connection with any inspection (including travel and accommodation expenses).

### 12 Representations and warranties

---

You represent and warrant that:

- 12.1 your obligations under each of our banking agreements and any *security* (and the obligations of any *security provider*) are valid, binding and enforceable and neither you nor any *security provider* will be in breach of any law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under any of our banking agreements or any *other arrangement with us*;
- 12.2 all the information given by you or any *security provider* (or on your or their behalf) is correct, complete and not misleading and each representation made by you to us is correct and not misleading.

### 13 Termination

---

We may end any (or all) of our banking agreements for a *product*, with or without notice to you, if:

- any *security* or insurance we require in connection with a *product* is or becomes unenforceable or is withdrawn or terminated without our consent; or
- you or any *security provider* becomes *insolvent* or any of your or their assets are subject to *insolvency* proceedings; or
- you or any *security provider* dies or becomes incapacitated; or
- you or any *security provider* stops payment, ceases to carry on its business or a material part of it or threatens to do so; or
- you or any *security provider* acts fraudulently or dishonestly; or

## Part D - Meaning of words

### 14 Meaning of words

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You also need to refer to our Customer Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Customer Terms, the definition in these terms applies for the purposes of a *mortgage facility*.

**limit** means, for a *mortgage facility*, the limit set out in the *letter of offer* for the *mortgage facility*.

**loan** means the outstanding principal amount of all drawdowns under a *mortgage facility*.

**mortgage facility** means each mortgage loan or we make available to you under these terms as stated in our *letter of offer*.

**property** means the property the subject of the *security* for your *mortgage facility*.

# Credit Card Terms

# Contents

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## Important notice

### You need to read this document.

It sets out specific terms and conditions on which we agree to provide you with *credit card products*. **You must read it in conjunction with our Customer Terms, the *product brochure* and any other documents forming our banking agreement.** To the extent of any inconsistency between these terms and our Customer Terms, these terms prevail. These terms do not apply to any existing credit card products you have with us to the extent that they are subject to separate terms and conditions.

### Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained in our Customer Terms. Some additional key words which apply to the *products* referred to in these terms are explained at the end of these terms.

### How to contact us

To find out information (such as current fees and interest rates or if you need us to explain features or terms) in connection with our *products*, you should contact us at one of our branches, by using phone banking **+254 20 3293900** or by visiting our website [www.sc.com/ke](http://www.sc.com/ke) or send us an email at [creditcards.kenya@sc.com](mailto:creditcards.kenya@sc.com)

## 1 Choosing the credit card that is right for you

---

We offer a variety of *credit cards* designed to suit your personal banking needs. The particular types of *credit cards* we offer are set out in the *product brochures*. If you need us to explain any of the features of, or the terms applying to, any *credit cards*, please contact us (see contact details under "How to contact us" at the front of these terms).

## 2 The credit cards

---

### Issue of credit cards

2.1 We may issue a *credit card* to you and, if you ask, to each *supplementary cardholder*.

### Collection

2.2 We will send you the *credit card* (and any replacement *credit card*) by registered mail or courier to you at the address specified in your application. We may agree for you to collect the *credit card* at the branch indicated in your application.

### Activation procedures

2.3 Each *cardholder* must comply with any activation procedures we notify.

### Using the credit card

2.4 You accept the terms of our banking agreement when you first use the *credit card*.

2.5 You must ensure that only the person issued with a *credit card* uses it.

### Supplementary cards

2.6 We send any *supplementary cards*, their *PIN/password* and all communications relating to them to you.

2.7 Any communication we give to you or any *supplementary cardholder* is taken to be given to all of you.

2.8 You and each *supplementary cardholder* agree to be bound by the instructions that any of you give us.

### Card issued by special arrangement

2.9 If the *credit card* is issued as part of a special arrangement with an association, we may:

- disclose information in connection with our banking agreement to the association and
- if you end our banking agreement, your relationship with the association also ends. See clause 10.3 (What happens if the account is terminated) for more information.

## 3 Credit limit

---

3.1 We notify you of the *credit limit* when your *application* has been approved. We may vary the *credit limit* at any time. We may consider the latest income information you have given us in connection with any *product* when varying the *credit limit*.

3.2 *The credit limit* is an overall limit that applies to all

*credit cards* issued in Kenya to you by us.

### Exceeding your credit limit

3.3 It is your responsibility to ensure that the *credit limit* is not exceeded.

3.4 In calculating whether the *credit limit* has been exceeded, we may take into account:

- any transaction made using the *credit card* but which has not been debited from the *account* for a *credit card*; and
- any authorisation we have given to a third party in connection with a proposed transaction using the *credit card*.

### Credit limit exceeded

3.5 If you exceed the *credit limit* or any temporary *credit limit* extension has expired, you must immediately pay us that part of the *balance owing* for the *credit card* which exceeds the *credit limit* in addition to any payment we require.

## 4 Cash advance

---

### How to obtain a cash advance

4.1 You may obtain a *cash advance* using your *credit card* at our *ATMs*, other financial institutions displaying the logo of a *card association* and any VISA or VISA PLUS *ATM*.

### Maximum limit on cash advance

4.2 A *cash advance* is only available up to the maximum amount the person providing the advance permits. For details of the maximum amount we permit contact us.

## 5 Balance transfer

---

5.1 If you ask, we may permit a *balance transfer* subject to any conditions we specify.

5.2 You must continue to make any required payments to the account from which you transfer a balance until we confirm that the account has been credited. We are not liable for any overdue payment or interest incurred relating to the account from which you transfer a balance.

5.3 Any payment made on your *account* for the *credit card* is first applied to reduce the *balance transfer* before reducing the *balance owing* for the *credit card*.

## 6 Interest, fees and charges

---

6.1 Interest, fees and charges (including finance charges, cash advance fees, over limit fees, annual fees, joining fees, card replacement fees, supplementary card fees and administrative fees) are set out in the *tariff guide*.

6.2 Unless otherwise specified, interest is calculated on the basis of a 360 day year on a daily average balance basis or such other basis we choose.

6.3 Interest is charged until the date the *balance owing* is paid in full.

6.4 You must pay all *costs* such as debt collection fees we incur in connection with the *credit card* on demand.

## 7 Liability

### General

7.1 You are liable for:

- any failure by you or any *supplementary cardholder* to comply with the terms of our banking agreement;
- all transactions made using a *credit card* (including any *supplementary card*) except for disputed transactions where you prove otherwise in accordance with the Security Procedures section of the Customer Terms;
- the *balance owing* for a *credit card* (including all amounts debited and credited to the *account* for the *credit card* by any *supplementary cardholder*); and
- any transactions where we could otherwise have exercised chargeback rights if you do not notify us of the transactions and provide any further documents or information we require within the time periods required.

7.2 You are not liable for *losses* incurred due to:

- any use of the *credit card* before you receive the *credit card* (including any *supplementary card*);
- any unauthorised transactions which take place after you give us the required notice of a lost or stolen *credit card*;
- any use of a counterfeit card; or
- a fault in a *terminal* which is not obvious.

Our liability for those *losses* shall not exceed the amount of charges and interest incurred on the *credit card* in the circumstances mentioned above.

### Liability of supplementary cardholders

7.3 Each *supplementary cardholder* is liable for transactions made using their *supplementary card*.

### Disputes between you and supplementary cardholders

7.4 Our rights and obligations relating to you and each *supplementary cardholder* are not affected by any dispute or claim you or the *supplementary cardholder* may have against each other.

### Purchase of goods or services

7.5 We are not liable for:

- the refusal of any *merchant*, financial institution or other person to accept the *credit card*; and
- any defect or deficiency in goods or services supplied to you by any *merchant*, financial institution or other person.

You must resolve any complaint against any *merchant*, financial institution or other person and no claim against any of them may be set off against us.

### Lost credit cards

7.6 If:

- the *credit card* is lost or stolen; and
- you have not acted fraudulently or with gross negligence; and
- you have complied with the procedures set out in the Security Procedures section in our Customer Terms,

then, even though you are liable for the use of the *credit card* before we receive notice that it is lost or stolen, you will not be liable for use of the *credit card* up to a maximum of Kes. 200,000 per event and a maximum of Kes.400,000 per annum, provided that you notify us within 24 hours of the loss or theft. You agree that this limit may vary from time to time.

### Third party services offered with credit cards

7.7 Some types of *credit cards* give you access to services provided by third parties. For example, if you hold a Visa Gold Card or Visa Platinum Card you may have access to the International Emergency Assistance Service. You are liable for the cost of any medical, legal or other services provided under these third party services.

You acknowledge that the third party service providers do their best to provide the services to *cardholders* and that the services may not always be available (for example, because of time, distance or location). Neither we nor the third party service provider, or in the case of the above example, Visa International Service Association, is liable to you for any *loss* in connection with any service or its unavailability.

7.8 We are also not liable to holders of a *credit card* with access to Emergency Cash Withdrawal for any *loss* they suffer if we are unable to give immediate effect to an Emergency Cash Withdrawal, replacement card or any other facilities we offer in connection with the *credit card*.

The Customer Terms include additional provisions relating to your liability to us and exclusions or limits on our liability. See, for example, "You indemnify us" and "Exclusion of liability".

## 8 Additional services

8.1 We may offer additional services in connection with your *credit card*. These may include reward programmes, rebate or mileage programmes, redemption schemes, *balance transfer* schemes, funds transfer programmes, payment arrangements, *card* protection and any other services we advise you or which are otherwise available from time to time. You can find out more about available services by contacting us.

8.2 If you sign up or are enrolled for additional services, you are bound by the terms of the additional services. To the extent of any inconsistency between the terms of the additional services and our banking agreement, our banking agreement prevails unless the terms of the additional services specify otherwise.

- 8.3 For details of any reward or other loyalty program applying to the *credit card*, please refer to our banking agreement or contact us.

## 9 Payments

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### Payment by due date

- 9.1 The bank should received payment/clear funds on or before the due date set out in the statement we issue for your *credit card*. You must pay at least the minimum payment due as set out in the statement.
- 9.2 Your liability to us remains even if, for any reason, you do not receive your periodic statement.

### Calculation of minimum payment

- 9.3 You are expected to make a minimum payment as per your *credit card* statement. The minimum payment due may vary from month to month based on your *credit card* usage. The minimum payment due is a function of interest, charges and fees. We should receive payment/clear funds by the due date mentioned on your *credit card* statement
- 9.4 We calculate the minimum payment by taking the greater of the following rounded to the nearest shilling;
- All charges and interest in full + 1% of the principal balance + any arrears payment + any overlimit amount + any fixed monthly instalment or
  - KES 1000

### Currency of transactions

- 9.5 If any transaction made using the *credit card* is not denominated in the currency of Kenya, we convert the amount of the transaction to the currency of Kenya in accordance with our usual practice and our banking agreement.

### How we apply payments

- 9.6 We may (but need not) apply payments we receive to pay in the following order:
- fees, charges and interest shown on any statement; then
  - any balance subject to a promotional interest rate with payment first being applied to the balance with the highest promotional interest rate; then
  - any other balance shown on the statement; then
  - other transactions on the *account* not shown on the statement.

### What happens if you do not pay

- 9.7 If we do not receive the *balance owing* for a *credit card* on or before the due date we may charge and debit from the *account* for the *credit card* finance charges as set out in the *tariff sheet* or elsewhere in our banking agreement.
- 9.8 If we do not receive the minimum payment on or before the due date:
- you must pay a late payment fee as set out in the *tariff guide* or elsewhere in our

banking agreement;

- you must not use the *credit card* until the minimum payment has been paid;
- we may suspend your use of the *credit card*.

### Payment in full if we ask

- 9.9 Despite any other term of our banking agreement, at any time we may demand immediate payment of any amounts owing to us, whether or not already reflected in a statement and whether or not due and payable as at the date of the demand.
- 9.10 Interest is payable on the amounts referred to in clause 9.99 and is calculated in the same way interest is calculated on *cash advances* on your *account* and on the basis that it accrues daily, starting from the date of our demand and ending on the date of payment in full.

### Refunds to the credit card account

- 9.11 We only credit a refund to the *account* for a *credit card* in connection with:
- a transaction made with the *credit card*; or
  - a payment to the *account* for the *credit card*; or
  - any other credit owing to you,
- when we receive the amount to be credited in Kenya and in accordance with our usual practice.

### Statement

- 9.12 If you think there is an error on your statement you must notify us in writing with details of the error within 14 days after the date of the statement. If you do not do so, we treat the statement as correct.
- 9.13 We need not issue a statement for your *credit card* if:
- no transaction has been recorded on the *account* for your *credit card* since the previous statement; or
  - the *account* for your *credit card* has a credit or debit balance of less than Kes.100 on the date of the current statement.

## 10 Cancellation and termination

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### How to terminate

- 10.1 At any time we may choose to:
- cancel or suspend your right to use a *credit card* or end the *account* for the *credit card*;
  - refuse to authorise any transaction for which you want to use a *credit card*; and
  - refuse to re-issue, renew or replace a *credit card*,
- without giving you any notice or reason.
- 10.2 At any time, you may end the *account* for a *credit card* by notifying us in writing.

## What happens if the account is terminated

10.3 If you or we end the *account* for a *credit card*:

- you and any *supplementary cardholder* must not use and are not entitled to use the *credit card* (including any *supplementary card*) or any benefits in connection with the *credit card* (including any *supplementary card*);
- you and any *supplementary cardholder* must cut the *credit card* (including each *supplementary card*) in half; and
- you must immediately pay all amounts owing to us in connection with the *credit card* (including any *supplementary card*) (including the *balance owing* for the *credit card*). Interest is payable on such amounts and is calculated in the same way interest is calculated on *cash advances* on your *account* and on the basis that it accrues daily, starting from the date you or we end the *account* for the *credit card* and ending on the date of payment in full.

### Termination of use of supplementary card by cardholder

10.4 Either you or a *supplementary cardholder* may end the use of a *supplementary card* by:

- notifying us in writing; and
- cutting the *supplementary card* in half and returning the *supplementary card* to us.

However, this does not affect your rights and obligations in connection with any other *credit card* issued for the *account*.

10.5 If the *supplementary card* is not returned to us, we may take prompt action in accordance with our procedures for lost cards to prevent further use of the *supplementary card*. You may be liable for any transactions made using the *supplementary card* until it has been returned or until we are able to implement the procedures for lost cards. We may impose any charges incurred from implementing the procedures.

## 11 Variation

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11.1 If you are not comfortable with any changes we make to our banking agreement, you may terminate the *account* for the *credit card* in accordance with the procedure in clause 10.

11.2 If we notify you of any changes to our banking agreement in accordance with any applicable law and you keep or use the *credit card*, the *account* for the *credit card* or the *PIN/password*, you are taken to have agreed to the changes.

## 12 Suspicious transactions

---

12.1 We need not honour suspicious transactions (and need not notify you if this is the case).

12.2 We may publish any information in connection with the *credit card* in the warning bulletin notifying the *merchants* to seize *the credit card*. We need not give any reason for doing so.

12.3 We may block the *account* for a *credit card* if we consider there is any reason for doing so.

## 13 Meaning of words

---

You also need to refer to our Customer Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Customer Terms, the definition in these terms applies for the purposes of each *account* for a *credit card*.

**balance transfer** means a transaction where we debit an amount you specify from your *credit card* and pay the amount to another credit card with us or another financial institution.

**cash advance** means cash issued in any currency obtained by using the *credit card*.

**credit limit** means, for an *account* for a *credit card*, the maximum amount you are entitled to have outstanding on the *account* for the *credit card*.

**supplementary card** means, for an *account* for a *credit card*, a *credit card* issued to a person you authorise as a supplementary cardholder on your *account* for the *credit card*.

**supplementary cardholder** means each person to whom we issue a *supplementary card*.

## Personal Loans

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## Important notice

### You need to read this document.

It sets out specific terms and conditions on which we agree to provide you with term *loans* and *line of credit/overdraft products*. **You must read it in conjunction with our Customer Terms, the *product brochure* and any other documents forming our banking agreement.** To the extent of any inconsistency between these terms and our Customer Terms, these terms prevail and if there is any inconsistency between the *approval* and any other part of our banking agreement, then the terms in the *approval* prevail. These terms do not apply to any existing personal instalment loan, personal revolving loan or line of credit/overdraft products you have with us to the extent that they are subject to separate terms and conditions.

### Key words

The meaning of key words printed *like this* and other words used in our banking agreement are explained in our Customer Terms. Some additional key words which apply to the *products* referred to in these terms are explained at the end of these terms.

### How to contact us

To find out information (such as current fees and interest rates or if you need us to explain features or terms) in connection with our *products*, you should contact us at one of our branches, by using phone banking +254-02-3293900 or by visiting our website [www.sc.com/ke](http://www.sc.com/ke).

# Part A - Loans

## 1 Choosing the account that is right for you

---

You should contact us (see contact details under “How to contact us” at the front of these terms) to discuss how we may be able to structure your *loan* to suit your personal banking needs. We can also explain any of the features of, or the terms applying to, any loan product.

## 2 The loan

---

### We must provide the loan

- 2.1 If we issue an *approval*, we agree to provide a loan up to the *limit*. The *limit* may be different to the *limit* you asked for in your *application*.
- 2.2 You agree that we may approve or decline your application for credit at our discretion. We may grant you a lower loan amount than the amount applied for. In such an event, you agree that we may proceed and credit your account only if the lower loan amount is not less than seventy per cent (70%), or other percentage determined by us, of the full sum of loan amount you applied for. You agree that we will notify you of the approved amounts via telephone in such an event.

### Purpose

- 2.3 If our *approval* sets out a purpose for which the *loan* must be used, you must use the *loan* only for the purpose or as otherwise approved by us. However, we are not responsible for monitoring the use of the *loan*.

### Requesting funds

- 2.4 If you want us to provide you with funds, you may do so by a written request for a single drawdown. Your request must be made within a reasonable time before you need the funds.

### Top up loan

- 2.5 If you ask, we may agree to provide a top up loan on terms we notify.

### How we provide the loan

- 2.6 We provide the *loan* by depositing it into the *nominated account*.
- 2.7 Fees and charges that apply to the *loan* may be deducted from the *loan* before depositing it into the *nominated account*.

## 3 Interest, fees and charges

---

### Interest

- 3.1 You must pay interest on the *loan* monthly in arrears at the rate set out in the *approval* or otherwise in our banking agreement or any other rate we determine.
- 3.2 Unless otherwise specified in our banking agreement, interest accrues on a daily basis and is calculated on the basis of a 360 day year.
- 3.3 Interest is payable on the dates set out in the *approval* or elsewhere in our banking agreement.
- 3.4 If we vary the interest rate, we will give you notice

of the effective date of the revised interest rate. We may notify you by public announcement in daily newspapers, a notice in our branches including details in the statement for the *loan*, *email communication*, *SMS* or *through our website*. You accept such notification as adequate.

### Fees and charges

- 3.5 The fees and charges for the *loan* are set out in the *approval* or are available by contacting us.

## 4 Repayment

---

### Repayment by instalments

- 4.1 You must repay the *loan* in instalments. We notify you the amount of the instalment and each instalment payment date.
- 4.2 Any *balance owing* for the *account* for the *loan* (after payment of all instalments) must be repaid on the final payment date we notify you.
- 4.3 The instalments are payable even if you do not withdraw any of the *loan* funds we deposit in the *nominated account*.
- 4.4 If we vary the interest rate on the *loan*, we may vary the instalment amount and/or the number of instalments.

### Methods of repayment

- 4.5 We advise you of the manner in which you must repay the instalments. For example, we may ask you to nominate an account for repayment by direct debit with the bank or any other bank or from deduction at source by your employer and give us documents to facilitate direct debit from the *nominated account*.
- 4.6 You must comply with our requirements for the relevant payment method, including any set out in this clause.

### Payment in full if we ask

- 4.7 Despite any **other term of our banking agreement**, at any time we may demand immediate payment of the *loan* in full, together with all accrued but unpaid interest, fees and *costs* in connection with the *loan*.

### What happens if you do not pay

- 4.8 If you do not make an instalment on or before the relevant due date:
  - the *loan* plus all accrued but unpaid interest plus any other sum due to us is immediately due and payable; and

### How we apply payments

- 4.9 We may use amounts we receive from any of your instalments to pay interest and to reduce the principal amount you owe us or to pay amounts you owe us in any order we choose. For example, we may allocate a higher proportion of any one or more of your instalments to interest rather than to the principal amount you owe us.

## 5 Prepayment

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- 5.1 You may prepay all or part of the *loan* if:
- 5.2 when you prepay, you also pay all accrued but unpaid interest, fees and *costs* in connection with the *loan*. If you prepay the *loan*, no early settlement fee is payable. The amount of each instalment *is* not adjusted. When you prepay, you must specify whether you want the amount prepaid to be credited to your *account* for the *loan* as payment for the next instalment or to make the remaining instalments due in reverse order by the amount prepaid.

### Right to re-borrow

- 5.3 You may only re-borrow an amount prepaid if our *approval* indicates that the *loan* permits redraw (known as a revolving *loan*) and if you satisfy our usual conditions for permitting re-borrowing. Any amount you re-borrow forms part of the *loan*.

## 6 Statements

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- 6.1 We issue an e-statement to you with such frequency as required by law or upon demand by you]

## 7 Additional services for your account

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- 7.1 We may offer additional services for your *account*. These may include balance transfer programmes, funds transfer programmes and any other services we advise you or which are otherwise available from time to time. You can find out more about available services by contacting us.
- 7.2 If you sign up for additional services, you are bound by the terms of the additional services. To the extent of any inconsistency between the terms of the additional services and our banking agreement, our banking agreement prevails unless the terms of the additional services specify otherwise.

## 8 Cancellation

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Our Customer Terms set out when you and we may end your use of any *product* and what you need to do if that happens. This includes immediate payment of the *balance owing* for the *account* for the *loan*. This clause sets out additional circumstances in which you may cancel the *loan*.

You may cancel the *loan* by giving us reasonable notice in writing. However, we may charge you a cancellation fee (see the *tariff guide* or contact us at one of our branches or by using phone banking).

If at the time of cancellation you will have utilised some of the loan amount, you pay that amount utilised plus any interest due on the amount utilised

## Part B - Personal line of credit/ Salary overdraft

### 9 Choosing the account that is right for you

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You should contact us to discuss how we may be able to structure your *line of credit/overdraft* to suit your personal banking needs. We can also explain any of the features of, or the terms applying to, any *line of credit/overdraft*.

### 10 Your limit

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#### Limit

10.1 You may only draw on a *line of credit/overdraft* up to the *limit*. We may cancel or vary the *limit* at any time. We may consider the latest income information you have given us in connection with any *product* when varying the *limit*.

#### Exceeding the limit

10.2 Sometimes we may allow you to draw in excess of the limit. If we allow you to do so:

- this is not a waiver of our right to require your *line of credit/overdraft* to be maintained within the *limit*;
- you must pay the excess immediately; and
- a higher interest rate is payable on the excess until it is repaid (see clause 11).

### 11 Using your line of credit/overdraft

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11.1 We make funds available to you through the *account* for the *line of credit/overdraft* in accordance with our usual practice. This must be an *account* of a type we specify which must be maintained at all times for the purposes of our *line of credit/overdraft*. We may change this *account* at any time for any reason.

11.2 Unless otherwise agreed, a *line of credit/overdraft* is approved for a term of 12 months (and may be renewed by us at the end of that period). However, this is subject to the terms of our banking agreement (for example, see clause 13.7 ("Payment in full if we ask") below and the review clause of the Termination, suspension and enforcement section of the Customer Terms).

### 12 Interest, fees and charges

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#### Interest

12.1 We charge interest on that part of the *balance owing* for the *account* for the *line of credit/overdraft* which is within the *limit* at the rate set out in the *approval* or any other rate we determine.

12.2 Interest may be charged at different rates for different parts of the *balance owing* on a *line of credit/overdraft*.

12.3 Unless otherwise specified in our banking agreement, interest accrues on a daily basis and is calculated on the basis of a 360 day year.

#### Minimum interest amount

12.4 If the interest payable is less than any minimum interest amount we specify, you must pay the minimum interest amount instead.

#### Default interest

12.5 If the *balance owing* exceeds the *limit* (with or without our *approval*), we charge interest on that excess at the *default rate* (which is higher than the usual interest rate)

12.6 We also charge interest at the *default rate* on any overdue amount (including if you do not pay the minimum monthly repayment when due).

#### When interest is payable

12.7 Interest is debited from the *account* for the *line of credit/overdraft* monthly in arrears or at any other times we determine.

#### Fees and charges

12.8 The fees and charges for your *line of credit/overdraft* such as processing fees, commitment fees and renewal fees are set out in the *tariff guide* or elsewhere in our banking agreement.

#### No credit interest

12.9 No interest is payable on any credit balance in an *account* for a *line of credit/overdraft*.

### 13 When you must repay

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We may ask you to repay all or part of the *balance owing* for the *account* for the *line of credit/overdraft* at any time. If we do so, you must immediately pay the amount we demand.

### 14 Repayment

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#### Minimum monthly repayment

14.1 On or before the due date set out in the statement we issue for a *line of credit/overdraft*, you must pay the *balance owing* for the *account* for the *line of credit/overdraft* as set out in the statement.

#### Calculation of minimum monthly repayment

14.2 We calculate the minimum monthly repayment in accordance with our usual practice.

#### Methods of repayment

14.3 We advise you of the manner in which you must repay any repayment on the *line of credit/overdraft*. For example, we may ask you to nominate an account for repayment by direct debit and give us documents to facilitate direct debit from the nominated account.

14.4 You must comply with our usual requirements for the relevant payment method, including any set out in this clause.

14.5 The proceeds of any payment instruction are taken into account in determining the funds available for drawdown on your *line of credit/overdraft* only after the payment instrument is cleared.

### Payment in full if we ask

14.6 Despite any other term of our banking agreement, at any time we may demand immediate payment of the *balance owing* for the *account* for the *line of credit/overdraft*.

### What happens if you do not pay

14.7 If we do not receive the minimum monthly repayment on or before the due date:

- you may not use the *line of credit/overdraft* until the minimum monthly repayment has been paid; and
- we may suspend your use of the *line of credit/overdraft*.

## 15 Right to re-borrow

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You may only re-borrow an amount repaid if:

- the *balance owing* on the *account* for the *line of credit/overdraft* does not exceed the *limit*; and
- you otherwise satisfy our usual conditions for permitting re-borrowing.

Any amount you re-borrow forms part of the *line of credit/overdraft*.

## Part C - Meaning of words

### 16 Meaning of words

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You also need to refer to our Customer Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Customer Terms, the definition in these terms applies for the purposes of *loans* and *lines of credit/overdrafts*.

**limit** means, for a personal *loan* or a *line of credit/overdraft*, the limit set out in the *approval* for the *product* (as we may vary at any time).

**line of credit/overdraft** means a personal line of credit we make available to you under Part B of these terms.

**loan** means the outstanding principal amount of each drawdown of a loan made under Part A of these terms. It includes a top up loan.

**our banking agreement** means the agreement between you and us formed when we accept an *application* from you, the terms of which include our Customer Terms and these terms.