



The Equity Bank American Express® Gold Card Application Form

PLEASE WRITE IN BLOCK LETTERS

Personal Details

Full Names: Title: Mr. Mrs. Miss Dr. Prof.

Surname

First Name

Middle Name

How would you like your name to appear on the card?
(max 20 characters including spaces)

Nationality

Date of Birth (dd/mm/yyyy) / / Gender: M F

Occupation

National ID Number

Passport Number

Country of Residence

Marital Status:

Married Single Other

Number of Dependants

Residential Address: Estate

House No. Street/Town

P.O. Box Code

Town L.R. No.

Nearest Landmark

How long have you lived there? Years Months

Residential status:

Owned Rented

Housed by Employer Leased Mortgage

Personal E-mail Address

Mobile Phone No.

Other Phone No.

Mother's Maiden Name

Next of Kin Details

Next of Kin Name

Next of Kin Relation

Next of Kin Phone No.

Next of Kin Address

Card Delivery

At which Branch would you like your card delivered? (Specify)

Limit applied for (KES)

Employment Details

Employed Self Employed Unemployed

Retired

Employer/nature of business if self employed

Employer P.O. Box Code

Town

Employer Physical Address: Town

Street Building

Floor No. Room No.

Office Phone Number

Office Email Address

Your Job Title

Length of service with present employer/Age of business if

Self Employed

If less than one year, Name of Previous Employer

Length of service with Previous Employer:

Years Months

Previous Employer P.O. Box Code

Town

Payment Details

P.O. Box Code

Town

Billing E-mail Address

How do you wish to pay? Direct Debit Eazzy 247

Cash Cheque

Direct Debit is mandatory for the minimum repayment. How much of your Line of Credit do you want to pay each month? (Min. 20% to Max 100%)
Direct debit authority 20% 50% 100%

Where to effect the Direct Debit Authority
Bank

Account Name

Account No.

Payment cycles WK1 WK2 WK3 WK4 (Tick one)

Banking Details

Bank	1. _____ 2. _____
Branch	1. _____ 2. _____
Bank Account Number	1. _____ 2. _____
Type of Account	1. _____ 2. _____
Account Held Since	1. _____ 2. _____

Personal Referees

Referees	Friend	Relative
Name		
Age		
How long have you known him/her		
Relationship		
Mobile Phone Number		
Office Telephone Number		
Company/Business Name		

Supplementary Cardmember

Full Names: Title: Mr. Mrs. Miss Dr. Prof.

Surname

First Name

Middle Name

Date of Birth (dd/mm/yyyy) / /

National ID Number

Passport No.

Country of Origin

R/ship with Basic Cardmember

Mobile Phone Number

E-mail Address

Mother's Maiden Name

I wish to apply for a supplementary card and confirm that I have read and understood the Terms and Conditions. I agree to be bound by the said Terms and Conditions and as amended from time to time.

Date: (dd/mm/yyyy) / /

Signature of Supplementary Cardmember

Supplementary card limit %

Signature of Principal Cardmember

Membership Rewards™

Membership Rewards is the world's leading card based loyalty Programme. You will be rewarded for all spend, earning 1 point for every 100 KES spent at the POS terminal and online shopping and 1 point for every 200 KES withdrawn at an ATM. You can exchange your points for a variety of attractive rewards such as retail vouchers, electronic gadgets, beauty items, travels, flights and a lot more.

As an American Express Cardmember, you will be automatically enrolled in the Membership Rewards programme as per the Terms and Conditions attached.

Priority Pass Lounge Access

Priority Pass gives you free access to more than 700 airport lounges at more than 350 airports in the world. With the American Express Gold Card you are entitled to two(2) free visits per year to enjoy comfort, free drinks and food. For subsequent visits you will be charged USD 27 (equivalent in Kenya Shillings) per visit.

I want to receive a free Priority Pass card which gives me access to Priority Pass airport lounges.

Authority to Issue The American Express Gold Card

I wish to apply for the Equity Bank American Express Gold Card and undertake to comply, observe and be bound by the general terms and conditions in force from time to time governing the operation of the account with Equity Bank. I warrant that the information given is true, accurate and complete. I authorize you to make any enquiries necessary in connection with this application. I confirm that I have read, understood and considered all the Terms and Conditions and found them to be fair, reasonable and necessary to enable the bank to continue providing the Credit Card facility to me, and shall not dispute any claim by the bank against me on grounds that the charges and or rates of interest charged by the bank are unfair or unreasonable under any circumstances. Any authorized user(s) and I agree to be jointly and severally liable for all debits to the Card Account.

Principal Cardmember Name	<input type="text"/>
National ID Number	<input type="text"/>
Signature	<input type="text"/>
Date	<input type="text"/>

For Bank Use Only:

Received By

Sign

Date (dd/mm/yyyy) / /

Input By

Sign

Date (dd/mm/yyyy) / /

Verified By

Sign

Date (dd/mm/yyyy) / /

1. Definitions

- 1.1 "The Bank" means Equity Bank Limited of P.O Box 75104 – 00200 Nairobi which expression shall where the context so admits include its successors and assigns.
- 1.2 "Card" means any credit card including any Supplementary card issued by the Bank to the Principal Cardmember from time to time under this agreement, as well as any renewals or replacements.
- 1.3 "Cardmember" means the person to whom a Card has been issued with that person's name printed or embossed thereon and which Card has not expired and has not been terminated at that time.
- 1.4 "Card Account" means the account maintained by the Bank for the Principal Cardmember in connection with the Card transactions.
- 1.5 "Card Transactions" means any payment made or cash advance obtained by the use of the Card, or in any manner authorized by the Principal Cardmember for debit to the Principal Cardmember's Card Account.
- 1.6 "Credit Limit" means the maximum debit balance permitted on the card account as determined by the Bank in its absolute discretion and notified to the principal Cardmember.
- 1.7 "Due Date" means twenty (20) days after the statement Date or such date as shall be notified to the Principal Cardmember by the Bank in writing from time to time.
- 1.8 "PIN" means Personal Identification Number allocated to the Principal and supplementary Cardmember(s) by the Bank to enable the Principal and supplementary Cardmember(s) use the Card at ATM machines or PIN enabled POS terminals.
- 1.9 "Principal Cardmember" means the person liable to Equity Bank Limited on the Card Account but where two persons are liable to Equity Bank Limited in relation to any Card Account, the "Principal Cardmember" means the person requesting Equity Bank Limited to issue to him and any other persons the Card(s) to which that Card Account relates.

2. Conditions Constituting Agreement

- 2.1 These conditions as varied from time to time constitute the Agreement between the Principal Cardmember and the Bank with respect to the issue and use of the Card.
- 2.2 The Principal Cardmember shall be deemed to have read, understood and agreed to be bound by these conditions upon the signing of the application form.
- 2.3 The Principal Cardmember confirms in particular that he has considered the rate of interest specified in Condition 7 and the charges levied by the Bank as specified in Conditions 17, 18 and 19 below and specified in any other part of this Agreement and found them to be fair, reasonable and necessary to enable the bank to continue affording the Card.

3. The Card

- 3.1 The Bank shall issue to the Principal Cardmember at its sole discretion and to any other person nominated by the Cardmember who agrees to be bound by these conditions, a Card or Cards to enable the Cardmembers obtain facilities and benefits made available by the Bank and make purchases from merchants who accept American Express Cards.
- 3.2 The Card may also be issued to withdraw cash from cash dispensers and automated teller machines (ATMs) operated by the Bank and other members of American Express merchants (the ATM shall be identified by the American Express logo) up to such limit as may be notified to the Principal Cardmember by the Bank from time to time in writing.
- 3.3 The Card is and remains the property of the Bank at all times and it must be returned to the Bank on request and may be repossessed by the Bank or by any person acting on the Bank's behalf at anytime without notice.
- 3.4 Until and unless this Agreement is terminated the Bank shall renew the Card from time to time and debit the annual fee and all other applicable charges to the Principal Cardmember's Card Account

4. Credit Limit And Statement of Account

- 4.1 The Bank shall advise the Principal Cardmember of the credit limit when the Bank issues the Card and each month the Bank shall prepare and send to the Principal Cardmember a statement showing the status of the Card Account.
- 4.2 The Principal Cardmember must pay to the Bank on the due date the minimum payment shown on the statement although the Principal Cardmember may pay the total outstanding sum or any larger sum as the Principal Cardmember may wish.
- 4.3 The Principal Cardmember may, at any time, apply for an increase of the credit limit although the Bank is under no obligation to affect the same. Any increase shall take effect on the date that the Bank notifies the Principal Cardmember in writing.
- 4.4 The Bank may vary the Principal Cardmember's credit limit upon written notice 30 days prior to amendment.
- 4.5 The Principal Cardmember is advised to check all the entries in the statement against the Card transaction vouchers or receipts to confirm the correctness of those entries.
- 4.6 No queries or complaints relating to entries in a statement shall be addressed by the Bank after the expiry of hundred and eighty (180) days from the statement date.
- 4.7 The Credit Limit should never under any circumstance be exceeded. Any amounts incurred in excess of the credit limit shall be immediately due and payable to the Bank whether or not demanded by the Bank. In calculating whether the Credit limit has been exceeded the amount of every card transaction authorized but not yet debited to the Principal Cardmember's Card Account shall be taken into Account.

5. Use of The Card

- 5.1 Sign the back of the Card on the Signature panel upon receipt with a black or blue ballpoint pen.
- 5.2 Keep the Card secure at all times. Take care not to lose or damage the Card.

- 5.3 In using the Card, not to exceed the credit limit notified to the Principal Cardmember by the Bank from time to time.
- 5.4 Do not use the Card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal is issued to the Principal Cardmember whether by the Bank or any person acting on the Bank's behalf.
- 5.5 Do not use the Card for anything illegal or for any improper purpose.
- 5.6 Destroy the slip advising the Cardmember of the PIN immediately upon receipt and always keep any record of it, separate from the Card.
- 5.7 Do not discard customer's slips containing the Card details carelessly, as that information could be used to perpetrate fraud.
- 5.8 When making a purchase, ensure that the merchant destroys any spoil vouchers or receipts in the Cardmember's presence.
- 5.9 If the Merchant is using a remote POS, ensure the Merchant swipes the Card in your presence to mitigate against skimming. Any willful acts of omission or commission by the Cardmember that makes the Bank incur a loss shall be wholly and solely borne by the Principal Cardmember.
- 5.10 Upon expiry, there is no need of returning the Card to the Bank, destroy it by cutting it into pieces.
- 5.11 The Principal Cardmember and the Supplementary Cardmember(s) shall be jointly held liable for all charges incurred by the holder of the Card or levied by the Bank in connection with the Card.
- 5.12 Any person nominated and authorized by a company to use a Card shall be jointly and severally liable with the company for all charges incurred by the use of the Card or levied by the Bank in connection with the Card.
- 5.13 The Card is not transferable and is valid for use only by the person whose name is embossed on it during the validity period embossed thereon.
- 5.14 The use of the Card is subject to the Bank's absolute discretion to withdraw the right to use the Card or to refuse any request for Authorization of any Card transaction at any time and without prior notice.
- 5.15 The Card should not under any circumstance, be used for any unlawful purpose including the purchase of goods and/ or services prohibited under Kenyan Law and in case such a transaction is carried out the principal Cardmember shall be held liable to the exclusion of the ban.
- 5.16 The Card can only be used by the named Cardmember and cannot be transferred to or used by any other person.

6. Debit of Card Account

- 6.1 The Bank shall be entitled to debit the Principal Cardmember's Card Account each month with the minimum payment amount in the monthly statement including interest due and other charges incurred by the Principal Cardmember or any Supplementary Cardmember(s) under this agreement.

7. Interest Charges

- 7.1 If the Principal Cardmember shall repay the whole balance outstanding on a statement by the close of business on the due date, no interest shall be charged on any amounts appearing on the statements.
- 7.2 If the principal Cardmember shall not pay the whole outstanding balance by the close of business on the due date Interest will be charged at a rate of 3.5% per month on the daily outstanding balance from one statement date to the next until full payment is made or at such rate as the Bank shall determine from time to time.
- 7.3 Any change of interest rates shall be notified to the Principal Cardmember on the statement or such other means as the Bank shall find appropriate and in providing notice, and any such means shall be deemed sufficient for purposes of change of interest rates to be charged on the Card. The new interest rates will apply to new transactions and the outstanding balance 30 days from the date of amendment and a written notice will be sent through e-mail or postal address.

8. Repayments

- 8.1 Repayment shall take place when remittances are credited to the Principal Cardmember's Card Account in the following order of priority:
- 8.2 In repayment of all interest shown on the latest and any previous statement.
- 8.3 In repayment of all charges under this agreement.
- 8.4 Towards repayment of all card transactions shown on any previous statement and/or the latest statement.
- 8.5 Towards repayment of all card transactions authorized but not shown on any statement.

9. Lost or Stolen Cards

- 9.1 If a Card is lost or stolen, or is for any other reason liable to be misused, or the Principal Cardmember has any reason to suspect that the PIN may have been discovered by an unauthorized person, the Principal Cardmember shall immediately notify the Card Centre, P.O Box 75104 - 00200, Nairobi, Telephone 020 – 22620004 Fax 020 – 2445031 or the nearest branch of the Bank by telephone, or any other valid means and confirm such notification in writing within seven (7) days, quoting the Principal Cardmember's card account number. Once notice has been received by the Bank, the Bank will take whatever steps it considers appropriate to protect the Card Account.
- 9.2 The Principal Cardmember shall be liable to the Bank for all losses or claims against the Bank arising from any Card transaction(s) effected before such notice of theft, loss or possible misuse of Card is received by the Bank.
- 9.3 The Principal Cardmember shall give the Bank and any person acting on the Bank's behalf all necessary assistance in any investigations into the circumstances of the loss, theft or possible misuse of the Card, avail all information as required and take all reasonable steps to assist the Bank to recover the cards.
- 9.4 The Principal Cardmember consents to the disclosure to third parties of such information as is relevant concerning the Principal Cardmember's card account in

connection with such loss, theft and/or possible misuse.

- 9.5 If the Card that is reported lost or stolen is subsequently found, the Principal Cardmember should cut it into two and return the Card to the Card Centre or the nearest branch of the Bank.

10. PIN

- 10.1 The Principal Cardmember and any other Supplementary Cardmember shall be issued with a Personal Identification Number (PIN) to enable the use of the Card. The Cardmembers should keep the PIN confidential and never disclose it to a third party including the Bank's staff.

11. Payment of Amounts Due

- 11.1 The Principal Cardmember shall within twenty (20) days from the statement date pay to the Bank at least the minimum payment amount as shown on the statement (including any debit balance in excess of the credit limit or the amount of any Card transaction made in breach of this agreement) whether or not the Principal Cardmember signed the relevant vouchers or receipts.
- 11.2 In the event of an act of bankruptcy, death, liquidation appointment of a receiver or other event of insolvency the total amount due on the Principal Cardmember's Card Account shall become immediately payable.
- 11.3 Any payment to the Bank shall only take effect when received at any branch of the Bank in cleared funds and credited to the Card Account.
The Principal Cardmember shall be liable to pay a handling fee if a cheque or other remittance is dishonored on presentation.
- 11.4 Any amounts not paid on due date shall attract interest as provided in condition 7 above in addition to all other charges under this agreement.
- 11.5 In determining the date on which payment is due, the Bank may in its absolute discretion and without reference to the Principal Cardmember select a date in each calendar month as the statement date.

12. Our rights and Obligations

- 12.1 All conversations with you may be recorded, which recordings will form part of our records.
- 12.2 We shall do our utmost to ensure our call centre is available to you 24 hours a day or as specified by us from time to time.

13. Liability

- 13.1 The Bank shall not be liable in any way if a third party does not honor the Card or any of the card transaction(s).
- 13.2 The Principal Cardmember shall be liable for any loss or cost suffered by the Bank, as a result of any breach of this agreement.
- 13.3 The Bank shall not be liable if it is unable to perform its obligations under this agreement due to the failure of any machine, data process system, transmission link, industrial dispute, terrorist action or anything outside its direct control or that of its agents or subcontractors.

14. Supplementary Card

A supplementary card is usually an additional credit card that you can apply for family members. The supplementary cards are issued under the same account as the primary card holder. It is a privilege offered to the spouse, parents or children of the primary credit card holder.

- 14.1 The Bank may issue a Card for use by any person (above 18 years) nominated by the Principal Cardmember in writing as an authorized user on the Principal Cardmember's Card Account upon the written agreement of such persons to be bound by the terms of this agreement.
- 14.2 The Principal Cardmember and the Supplementary Cardmember shall be jointly and severally liable to pay all amounts arising from or losses incurred by the Bank in connection with use of the Supplementary Card or breach of this Agreement. All such costs shall be debited to the Principal Cardmember's Card Account.
- 14.3 The Bank shall cancel any Supplementary Card at any time upon verbal or written request by the Principal Cardmember and upon the return or surrender of such Supplementary Card to the Bank. Where the request has been made verbally, a written request should follow.

15. Cardmember's Claims

- 15.1 The Principal Cardmember's Card Account shall only be credited with a refund in respect of a Card transaction if the Bank receives refund voucher or other refund verification acceptable to it.
- 15.2 The Principal Cardmember shall not be entitled to any interest on any credit in the Principal Cardmember's Card Account.
- 15.3 The Principal Cardmember shall not be given cash refunds for any goods or services obtained with the use of the Card.

16. Charges

- 16.1 At present the following charges apply Fee Gold (KES)

Card Fee	Gold (KES)
16.1.1. Joining Fee	N/A
16.1.2. Annual Fee	7,000
16.1.3. Supplementary Card Annual	4,000
16.1.4. Cash Advance Fee on us	6% of amount withdrawn
16.1.5. Cash Advance fee not on us	10% of amount withdrawn
16.1.6. Late Payment Fee	6% of minimum amount due
16.1.7. Interest Rate	3.5% per month on revolving credit

16.1.8. Interest Free Period(days)	Up to 50
16.1.9. Minimum Repayment	20% of limit used, Minimum KES 2,000
16.1.10. Credit Life Insurance	963

- 16.2 Charges, fees and limits shall be reviewed from time to time as the Bank shall deem necessary.
- 16.3 All fees and charges shall be debited to the Principal Cardmember's Card Account immediately they are incurred or become due.
- 16.4 Any charges made by American Express on foreign currency transactions shall be debited to the Principal Cardmember's Card Account. The amount of charges rendered involving foreign currency shall be converted into Kenya shillings at the exchange rate quoted by the Bank on the date payment is received and any exchange risk is debited to the Principal Cardmember's Card account.

17. Cash Withdrawal

- 17.1 Each cash withdraw Card transaction shall be charged six percent (6%) transaction value at Equity Bank branches and Equity Bank American Express branded outlets while a ten percent (10%) transaction value will be charged at non-Equity Bank American Express outlets.
- 17.2 Cash withdraw is limited to 50% of allocated credit limit

18. Late Payments

- 18.1 In addition to interest charged pursuant to clause 7 above, a late payment fee of six percent (6%) of the minimum amount outstanding on the Principal Cardmember's Card account at the end of each card cycle shall be charged if such amount is still unpaid on the due date.
- 18.2 If the Bank accepts late or partial payment this shall not affect any of its rights under this Agreement or at law even if the payment is described as being in full or partial settlement of any sum due.

19. Indemnity and Recovery of Costs

- 19.1 The Principal Cardmember undertakes to indemnify the Bank at all times against all actions, claims, demands, liabilities, losses, damages, costs, charges and expenses of whatever nature inclusive of any legal costs and disbursements incurred by the Bank in obtaining payment of any monies due and owing to the Bank from the Principal Cardmember, to the extent that the Bank shall suffer no loss by reason of it affording or continuing to afford to the Principal Cardmember the facilities offered by the Bank in connection with the Card. The indemnity shall remain valid, subsisting and binding upon the Principal Cardmember notwithstanding withdrawal, termination or cancellation of the Card.
- 19.2 Any legal costs and disbursements incurred by the Bank as against the Cardmember shall be deemed to include every sum which would be allowed to the advocates of the Bank in taxation between the advocate and clients to the intent that the Cardmember shall afford to the Bank a complete entitlement and unqualified indemnity in respect thereof.

20. Mail Order

- 20.1 The Bank will honor Card transactions effected by the Principal Cardmember through mail or other orders and debit the Principal Cardmember's Card Account in the usual manner.
- 20.2 The Principal Cardmember agrees to be liable for all such Card transactions and in proving that the transaction was authorized by the Principal Cardmember, the Bank shall be entitled to rely on such documentary evidence as may be available to it which confirms that the Principal Cardmember gave the Card number to a merchant by mail or other order and the Bank's rights shall not be affected or defeated by reason of the Principal Cardmember not having placed, confirmed or renewed the order or received the goods in question.

21. Standing Orders

- 21.1 All instructions to vary or cancel existing standing orders effected through the Card Account must be received by the Card Centre or the branch latest 10 days before the statement date.

22. Execution by a Corporate Body

- 22.1 If the Principal Cardmember is a corporate body the Principal Cardmember hereby warrants that all corporate actions necessary for the signing of the application form under seal have been taken and that no further action is required to validate the execution of this agreement by the affixation of the Company seal.

23. Variation

- 23.1 The bank reserves the right to vary, amend or replace all or any of these conditions at any time and the Bank shall provide 30 days written notice prior to any change or variation. The Bank shall notify the Principal Cardmember of any changes made to these conditions as soon as is practicable.

24. Breach of Conditions

- 24.1 In the event of any breach by the Principal Cardmember or any Supplementary Cardmember of any of these conditions the Bank may in circumstances where the Principal Cardmember fail to comply or procure compliance with the terms of a notice served by the Bank on the Principal Cardmember, require immediate repayment in full of the outstanding balance on the Principal Cardmember's Card Account.

25. Card Suspension

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

26. Termination

- 26.1 The Principal Cardmember may terminate this agreement at any time on written notice to the Bank. The Cardmember will need to repay the full outstanding balance on the Principal Cardmember's Card Account.
- 26.2 The Bank may at any time and without giving reasons or notice terminate this agreement and upon such termination the Principal Cardmember must repay the full outstanding balance on the card account. Principal Cardmember shall continue to be liable for all charges incurred by use of the Cards until due amount is paid in full.
- 26.3 Termination by either the Principal Cardmember or the bank shall not affect the Principal Cardmember's obligations to meet any liabilities incurred prior to such termination. The agreement will continue until the Principal Cardmember has repaid all amounts outstanding including Transactions, fees and charges added to the Card account after the Bank has received the termination notice from the Principal Cardmember or given a termination notice.

27. Death or Bankruptcy

On the Principal Cardmember's death, bankruptcy:

- 27.1 The Principal Cardmember's obligations shall remain in full force and effect until such a time as they shall be duly satisfied.
- 27.2 The Principal Cardmember and any Supplementary Cardmember shall cease immediately to be entitled to use the Card, and shall return the Card to Card Centre or the nearest branch of the Bank.

28. Intellectual Property

- 28.1 All intellectual property owned by or licensed to us, shall not be used without our prior written consent. We retain all intellectual property rights in the Materials (including any improvements or knowledge developed while running the Membership Rewards programme).

29. Complaints and Disputes

- 29.1 Complaints or queries may be directed to our call centre or write a dispute letter to our customer service for resolution. (state toll free number here).
- 29.2 We retain the right to institute action in any court of law with jurisdiction to obtain urgent interim relief or to collect outstanding debts due and payable to us.
- 29.3 These terms and conditions will be governed by and construed in accordance with the laws of the Republic of Kenya.

30. Liability and Indemnity

- 30.1 We are committed to ensuring that online transactions are secure and we are entitled to investigate any loss suffered by you which is alleged to have occurred as a result of fraud via our website or our call centre.
- 30.2 You must keep your password confidential and, in the event that you have compromised such information, we shall not be liable for any loss or damage suffered by you in any way whatsoever.
- 30.3 Although we carefully select our preferred spend partners, you will carry the risk for any fraud or losses which occur via our spend partners' websites.
- 30.4 We shall incur no liability if a dispute arises between you and a spend partner in respect of goods or services purchased. You acknowledge that none of the spend partners are our agents.
- 30.5 By redeeming your Reward Points you release us from any and all liabilities to you.
- 30.6 We shall not be liable for any loss or damage suffered by you arising from us carrying out your instruction or from you participating in the Membership Rewards Programme, unless such loss or damage arises from our gross negligence or intentional misconduct.
- 30.7 If there is any loss of connectivity between you and us for any technical reason of whatever nature which is beyond our control, we shall not be liable to you, which includes without limitation unavailability of the Membership Rewards Programme.
- 30.8 We are not liable for any acts or omissions by third parties, including without limitation an internet service provider, a telephone provider or spend partner relating to the use of the Membership Rewards Programme.
- 30.9 We shall under no circumstances be liable for any consequential, incidental, special or direct loss or damage resulting directly or indirectly from these terms and conditions or your participation in the Membership Rewards Programme.
- 30.10 You hereby indemnify us against any claims by third parties or losses suffered by you arising from your participation in the Membership Rewards Programme.
- 30.11 Our spend partners' websites may be linked to our website, in which case we cannot control or make any representation as to the legal content of such websites, and we shall therefore not be liable for the information provided on such websites.
- 30.12 We do not warrant, endorse or make any representations about the contents, product, service or reliability of any third party's business or security practices and operations.

31. Disclosure of Information

- 31.1 The Principal Cardmember agrees that the Bank may disclose details relating to the Principal Cardmember's Card Account to any third party (including credit agencies) if in the Bank's opinion such disclosure is necessary for the purpose of evaluating any application made to the Bank or such third party or maintaining the Principal Cardmember's account with the Bank or other purpose as the Bank shall deem appropriate.
- 31.2 The Principal Cardmember agrees that the Bank may disclose details relating to the Principal Cardmember's Card Account including details of default in servicing the Principal Cardmember's Card Account to any third party (including credit agencies) for the purpose of evaluating the Principal Cardmember's credit worthiness or for any other lawful purpose.
- 31.3 The Principal Card Member agrees that the Bank may use reference details provided in the application form to reach him in case the Bank is unable to reach him through

the details provided

32. Governing Law and Jurisdiction

- 32.1 This Agreement is governed in all respects by the Laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenya courts.
- 32.2 The Parties agree that should a dispute arise with respect to these Terms and Conditions, the matter shall be submitted to a single arbitrator to be appointed by the Parties jointly in writing and failing agreement, by the Chairman for the time being of the Chartered Institute of Arbitrators, Kenya Chapter. Such arbitration shall be conducted in Nairobi, Kenya and resolved in accordance with the provisions of the Arbitration Act 1995 as amended from time to time.

33. Non-Assignment

- 33.1 The Principal Cardmember may not assign or otherwise dispose of any of the Principal Cardmember's rights and obligations under this Agreement.
- 33.2 The Bank may transfer its rights and obligations under this agreement.

34. Notices and Change of Address

- 34.1 All notices to the Principal Cardmember made under this agreement shall be sent to the email address or by prepaid post to the address stated in the application form or to the last address notified to the Bank.
- 34.2 The Principal Cardmember shall notify the Card Center or any branch in writing of any change of name or address. Until such notice is received the Principal Cardmember's address shall be that stated in the application form.

35. Membership Rewards®

- 35.1 Enrolment and participation in Membership Rewards is subject to the Membership Rewards terms and conditions in force. The Membership Rewards points shall be earned as follows;

Reward Programme	American Express Gold Card	American Express Gold Card
35.1.1.	Earn Rate for POS/Online	KES 100 = 1 MR points
35.1.2.	Earn rate for ATM	KES 200 = 1 MR points
35.1.3.	No points expiry	No expiry

36. Priority Pass

- 36.1 You are entitled to two free visits to participating Airport Lounges in a year and will be required to pay for any subsequent access. To access the Priority Pass Lounges, Card Member must produce his Priority Pass Card.
- 36.2 Your Priority Pass Access expires when you cancel your card account.

37. Excise Duty

- 37.1 The forgoing commission(s) under clause 17. Charges are subject to Excise Duty of (Currently at 10%). This is a government levy and is not negotiable and must be collected failure to which the Bank pays.

38. Credit Reference Bureau

- 38.1 "The Customer expressly consents and allows the Bank to forward personal data and full file to credit reference bureaus in accordance with the Banking (Credit Reference Bureau) Regulations, 2008"

39. Right of Set Off

- 39.1 The bank may, at any time and without notice or demand and notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any other existing accounts including accounts in the name of the bank (whether current, deposit, loan or of any other nature whatsoever subject to notice or not and in whatsoever currency denominated) of the Cardmember alone or jointly with others wherever situated and set off or transfer any sum standing to the credit of any one or in or towards satisfaction of any obligations or liabilities to the bank of the Cardmember whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint.

40. Insurance Cover

- 40.1 The Card shall come with complimentary insurance cover that shall be mandatory and shall insure the life and/or permanent disability of the cardholder only up to the credit limit and/or outstanding amount on the card in case of death of the cardholder.
- 40.2 The cover under this section is supplementary to and is not a substitute for other insurance policies that the cardholder may have taken. The bank will only pay amounts to the extent that they have not been paid by other insurance.
- 40.3 If the cardholder fails to comply with the terms and conditions of this cover, the bank may be entitled to refuse to pay or reduce any claim that may be payable.
- 40.4 The cardholder may opt for an insurance cover to insure against theft, emergency accidental, medical expense, funeral expense, and personal accident upon filing in a separate form stating the insurance options taken. This optional insurance covers shall be at additional premiums to be advised to the cardholder.

1. Earning of Reward Points

- 1.1 We at our sole discretion determine the earn rate, which may change from time to time. We shall notify you within a reasonable period of any changes.
- 1.2 You may earn Reward points on certain promotions when you shop at an earn partner, and we may also from time to time reward you with points on your purchase of or interaction with our specified products.
- 1.3 Your reward points will never expire unless where one is deceased or card is cancelled.
- 1.4 Your reward points will be calculated and credited to your American Express Card Account at end of day.
- 1.5 Reward Points may not be sold, issued or exchanged. Redemption for cash is only for school fees and the Equity Group Foundation Programme.
- 1.6 The earning of reward points are well defined. 1 point for every Kshs. 200 withdrawn from the ATM and 1 points for every Kshs. 100 used at a POS Machine or online transactions.
- 1.7 We reserve the right to debit your American Express Card Account with the relevant Reward Points if a transaction is cancelled or reversed for any reason.
- 1.8 You will not earn any Reward Points while your card account is in arrears.

2. Fees and charges

- 2.1 The Membership Rewards fee for the participation of the program has been waived.
- 2.2 A member shall not be entitled to the value of membership points in Kenya Shillings that you may have obtained as a result of fraud or misconduct or which by any other means as advised by the bank were not intended to accrue to the member.
- 2.3 You will be notified from time to time of any changes to our fees.

3. Redemption of MR Points

- 3.1 The redemption rate of Reward Points for the different merchandises and services offered by our spend partners is set out in the Membership Rewards brochure and on our website, and is subject to change without notice from time to time.
- 3.2 You are only entitled to redeem your Reward Points if your card account is in good standing and not in arrears.
- 3.3 A request to redeem Reward Points for a voucher is irrevocable and cannot be cancelled or amended once the redemption request has been made.
- 3.4 We shall not replace or refund any vouchers issued in the event that the voucher is lost or mislaid.
- 3.5 If we allow you to redeem your Reward Points when your card account is in arrears, this shall in no way be construed as a waiver of our right to recover the amount owing.
- 3.6 The redemption of Reward Points for goods and services is always subject to the availability of the goods and/or services on the date desired.
- 3.7 You may only redeem Reward Points for vouchers in the name of the Membership Rewards Primary Card Account Holder.

4. Your rights and obligations

- 4.1 You must comply with any terms of use, terms and conditions of the disclaimer and privacy policy, which are all available on our website.
- 4.2 Our website will be the definitive source for updated information.

5. Our rights and Obligations

- 5.1 All conversations with you may be recorded, which recordings will form part of our records.
- 5.2 We shall do our utmost to ensure our call centre is available to you 24 hours a day or as specified by us from time to time.

6. Liability and Indemnity

- 6.1 We are committed to ensuring that online transactions are secure and we are entitled to investigate any loss suffered by you which is alleged to have occurred as a result of fraud via our website or our call centre.
- 6.2 You must keep your password confidential and, in the event that you have compromised such information, we shall not be liable for any loss or damage suffered by you in any way whatsoever.
- 6.3 Although we carefully select our preferred spend partners, you will carry the risk for any fraud or losses which occur via our spend partners' websites.
- 6.4 We shall incur no liability if a dispute arises between you and a spend partner in respect of goods or services purchased. You acknowledge that none of the spend partners are our agents.
- 6.5 By redeeming your Reward Points you release us from any and all liabilities to you.
- 6.6 We shall not be liable for any loss or damage suffered by you arising from us carrying out your instruction or from you participating in the Membership Rewards Programme, unless such loss or damage arises from our gross negligence or intentional misconduct.

- 6.7 If there is any loss of connectivity between you and us for any technical reason of whatsoever nature which is beyond our control, we shall not be liable to you, which includes without limitation unavailability of the Membership Rewards Programme.
- 6.8 We are not liable for any acts or omissions by third parties, including without limitation an internet service provider, a telephone provider or spend partner relating to the use of the Membership Rewards Programme.
- 6.9 We shall under no circumstances be liable for any consequential, incidental, special or direct loss or damage resulting directly or indirectly from these terms and conditions or your participation in the Membership Rewards Programme.
- 6.10 You hereby indemnify us against any claims by third parties or losses suffered by you arising from your participation in the Membership Rewards Programme.
- 6.11 Our spend partners' websites may be linked to our website, in which case we cannot control or make any representation as to the legal content of such websites, and we shall therefore not be liable for the information provided on such websites.
- 6.12 We do not warrant, endorse or make any representations about the contents, product, service or reliability of any third party's business or security practices and operations.

7. Cancellation or Termination

- 7.1 We may by written notice to you end or cancel your participation in the Membership Rewards Programme at any time for any reason, in which case you will have 30 (thirty) days to spend your Reward Points, unless your Reward Points were forfeited because your American Express Card Account became dormant or we believed your behaviour was inappropriate or constituted misconduct, or you breached these or any other terms and conditions relevant to the Membership Rewards Programme. The thirty (30) days shall act as the notice period.
- 7.2 Termination will not affect any instruction given to us and not yet carried out, unless a fraudulent transaction was concluded directly or indirectly by you, in which event you will immediately forfeit your Earn Points.
- 7.3 We shall not be held liable for any damages of any nature suffered by you or any third party due to termination of your participation in the Membership Rewards Programme.
- 7.4 You may end your participation in the Membership Rewards Programme by informing the call centre followed by a written confirmation about the cancellation or by giving us written notice, in which case you will immediately forfeit all the Earn Points in your Reward Account.
- 7.5 If you close your card account and this is the last card account linked to your Earn Point Account, we shall immediately close your American Express Card Account, and you will forfeit all your Earn Points with immediate effect.
- 7.6 We shall close your Earn Point Account when your card account is 3 (three) months in arrears, and you will forfeit all your Reward Points with immediate effect.
- 7.7 In the case of death, insolvency or liquidation your Reward Points will have no value and will expire.

8. Intellectual Property

- 8.1 All intellectual property owned by or licensed to us, shall not be used without our prior written consent. We retain all intellectual property rights in the Materials (including any improvements or knowledge developed while running the Membership Rewards programme).

9. Complaints and Disputes

- 9.1 Complaints or queries may be directed to our call centre or write a dispute letter to our customer service for resolution.
- 9.2 We retain the right to institute action in any court of law with jurisdiction to obtain urgent interim relief or to collect outstanding debts due and payable to us.
- 9.3 These terms and conditions will be governed by and construed in accordance with the laws of the Republic of Kenya.

10. Notices and Serving of documents

- 10.1 Your residential address provided by you on the Card Application Form at the time of application and updated by you from time to time is your chosen address for delivery by hand of legal documents.
- 10.2 We choose the following address for delivery by hand of legal documents:
Equity Bank Limited,
Equity Centre Building, 9th Floor
P.O. Box 75104-00200
Nairobi.
- 10.3 Notice or legal document may be sent to the recipient via email.
- 10.4 In visiting our website and/or communicating with us by electronic means, you acknowledge that all agreements, notices, disclosures and other communication sent by us satisfy any legal requirement including and not limited to the requirement that such communication should be in writing.

10.5 Any other communication to you may be sent via the method of communication selected by you on the Application Form and updated by you from time to time.

11. General

- 11.1 Apart from the fact that it is possible to link an instruction to a specific account, it is not possible to verify the actual originator, and you therefore authorize us to act on any instruction purporting to originate from you even if it transpires that both you and us have been defrauded by someone else, unless you have informed us to the contrary prior to us actioning a transaction.
- 11.2 No failure, delay, relaxation or indulgence on our part in exercising any power or right conferred upon us under these terms and conditions will operate as a waiver of such power or right nor will such failure, delay, relaxation or indulgence be deemed to be part of any of these terms and conditions.
- 11.3 You may not cede, delegate or otherwise transfer any rights or obligations arising from these terms and conditions without our prior approval, which approval will be given at our sole discretion.
- 11.4 If any of these terms and conditions are found to be invalid or unenforceable, such terms and conditions will be severable from the remaining terms and conditions, which will remain of full force and effect, and we shall be entitled to vary and update all terms and conditions relating to the Membership Rewards Programme.
- 11.5 Each time you use the Membership Rewards Programme the version of the terms and conditions current at that time will apply to that transaction.
- 11.6 You hereby acknowledge that you have familiarized yourself with the current terms and conditions, which will be displayed on our website and which will in addition be hosted by our call centre.

12. Returns Policy

- 12.1 No Product acquired under the Equity Program may be returned for a full cash refund and that the Customer is directed to the appropriate contact for returns.
- 12.2 Where a Member fails to receive a Product due solely to an error or failure caused by Equity Bank, in which case Equity Bank shall either:
- A. Be responsible for funding the procurement and delivery of an identical replacement Product; or
 - B. If such Product is discontinued and is no longer available,
 - i.) make reasonable efforts to contact the Member and
 - ii.) at the Member's election, either replace the Product with a replacement item of equivalent value (as determined by Equity Bank in its sole discretion) or credit or refund the Member any Points redeemed and cash paid, if any, for such Product.

13. Merchandise Returns

There are three levels of contacts for the merchandise returns:

- 13.1 **Level 1:** At the time of redemption the Member receives a cobranded email confirmation from American Express confirming the redemption and providing contact details for Equity Bank dispatching the redeemed goods. This email contains information on how to contact Equity Bank for a return of any type (for example the wrong item, item damaged).
- 13.2 **Level 2:** If the Members contact the Equity Bank customer service teams, Equity will be able to reply to the request through a designated customer service interface provided by American Express.
- 13.3 **Level 3:** Equity Bank escalates to American Express, all complaints that have not been resolved according to level 2. A dedicated contact channel will be communicated by American Express to Equity. For the avoidance of doubt, Members will not have access to this communication channel.
- 13.4 In the instance that the goods need to be replaced, Equity Bank will arrange collection of the original goods and delivery of the replacement items. If a refund is required, then the goods will be replaced and the points refunded to the Member's loyalty account.

DECLARATION

- a.) I/we have read, understood and agree to be bound by the terms and conditions outlined overleaf, governing the use of Equity Bank American Express Gold card and subsequent amendments from time to time as may be issued by the Bank.
- b.) I/we understand that i/we will be responsible jointly and severally for any cash withdrawn or transferred and cost of goods and services rendered by use of the card. Use of any such card will be evidence of receipt and acceptance of these rules.
- c.) I/we warrant that the information provided is true and correct.
- d.) I/we understand that Equity Bank reserves the right to decline the application without giving reason to the extent permitted by law..

Full Name

Sign

Date (dd/mm/yyyy)

Equity Centre, Hospital Road, Upper Hill,
Tel: +254 (0) 763 063 333
Email: americanexpress@equitybank.co.ke
www.americanexpress.co.ke

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