



Senator Corporate Application Form

Please fill out the form in CAPITAL letters

Company Name _____ Company Limit Requested _____

1. COMPANY DETAILS

Physical Address _____

Registered Office _____ Date of Registration

D	D	M	M	Y	Y	Y	Y
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Certificate of Incorporation No. (If Limited Company) _____ Nature of Business _____

Estimated Annual Turnover _____ Company PIN No. _____

Name of Parent Company (if any) _____

Postal Address _____ Post Code _____ Town _____

Land line No. _____ Mobile No. _____

Email Address _____

2. FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

- | | Yes | No | | Yes | No |
|---|--------------------------|--------------------------|--|--------------------------|--------------------------|
| 1. Are you a U.S. Resident? | <input type="checkbox"/> | <input type="checkbox"/> | 6. Do you have a U.S. residential address? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are you a U.S. Citizen? | <input type="checkbox"/> | <input type="checkbox"/> | 7. Do you have a correspondence, C/O or Hold mail address in the U.S.? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are you holding a U.S. Permanent Resident Card (Green Card)? | <input type="checkbox"/> | <input type="checkbox"/> | 8. Do you have a standing order to a U.S. Bank Account? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Were you born in the U.S.? | <input type="checkbox"/> | <input type="checkbox"/> | 9. Do you have a U.S. telephone No.? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Have you granted power of attorney or signatory authority to a person with a U.S. address? | <input type="checkbox"/> | <input type="checkbox"/> | | | |

3. NAMES OF SHAREHOLDERS & SHAREHOLDING

a). Name _____ Shares _____

b). Name _____ Shares _____

c). Name _____ Shares _____

If shareholders are more than the space given above please add on separate sheet & attach. Please note that further information on the company may be called for should it be found necessary.

4. NAMES AND ADDRESSES OF DIRECTORS

a). Name _____

Address/Residence _____

Landline No. _____ Mobile _____

Email Address _____

b). Name _____

Address/Residence _____

Landline No. _____ Mobile _____

Email Address _____

c). Name _____

Address/Residence _____

Landline No. _____ Mobile _____

Email Address _____

5. COMPANY BANKING DETAILS

Bank Name	Branch	Account No.	No. of years

(If you have changed your bankers in the last two years please give previous bankers details)

Bank Name	Branch	Account No.	No. of years

6. DETAILS OF COMPANY'S CONTACT PERSON

Title: _____ Name: First _____ Middle _____ Last _____

Position Held _____

Email Address _____

Postal Address _____ Post Code _____ Town _____ Country _____

Land Line No. _____ Mobile No. _____

Email Address 1 _____ Email Address 2 _____

Mother's Maiden Name (or name of your choice for security reasons) _____

(Maximum six characters)

Signature _____

Date

D	D	M	M	Y	Y	Y	Y
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7. SENATOR CARDS DIRECT DEBIT AUTHORITY INSTRUCTIONS TO YOUR BRANCH: (FOR SPIRE BANK CUSTOMER'S ONLY)

Please complete this part to instruct your Spire Bank Branch to make payments directly from your account for the credit of your Corporate Senator Card Account.

TO SPIRE BANK MANAGER

Branch _____

Account Type _____ Account Number _____

We instruct you to make Direct Debit payments from our account at the request of Spire Bank. The amounts are variable and are to be debited on various dates. We understand that the amount and the date of each payment will be notified to us on the monthly Senator Statement(s). We will inform the bank in writing if we wish to cancel this instruction. We understand that if any Direct Debit is paid which breaches the terms of this instruction, Spire Bank will make a refund.

8. CORPORATE'S ACCEPTANCE

I/We have received, read, understood and accept Spire Bank's Terms and Conditions. All the information provided in this application form (and all documents provided with this form) is correct, complete, up to date and I/we have not withheld any information. I/We authorize Spire Bank Limited to exchange, share or disclose the information provided herein including personal information, with institutions, agencies, credit bureaus and any regulatory or statutory bodies to comply with its legal obligations.

I/We understand that the bank reserves the sole right to approve or decline any credit card applications and the bank is not obligated to provide reasons for its declined applications.

I/We agree to be bound by the conditions of issue (as amended from time to time). I/We agree that we are jointly and severally liable for all charges incurred through the use of the Senator Card.

- I/We have selected the product that best suits me/us
- I/We have understood what is required of me/us and how to operate the Card efficiently
- I/We have been briefed on how to keep safe my/our Card and PIN
- I/We have been taken through all the features, charges and fees pertaining to the product available and we have received a copy of the Tariff Guide

9. AUTHORIZED SIGNATORIES

Name of Signatory	Position	Signature	Date

Please affix Company Seal and/Or Stamp

10. FOR OFFICIAL USE ONLY

I have explained to the customer the specific terms and conditions to open and operate the credit card

Card signed up by:

Name _____ Signature _____ Date

Customer's signature witnessed Yes No Required documents attached and certified Yes No

Name _____ Signature _____ Date

Sales Codes/No. _____ Branch _____

Business Segment _____ Business Sector Code _____

AML Risk Category High Medium Low Review date:

Publicly Exposed Persons (PEP) status _____

Screening: UN List Yes No US OFAC List Yes No

FATCA Status Yes No

If Yes, FATCA documentation to be completed

- Form W9 (U.S. Persons only)
- Form W-8BEN (Non U.S. Persons only)
- ID/Passport
- Written explanation for US born Non-US citizens (*Confirmation of renunciation of U.S. Citizenship / reason for not taking up U.S. citizenship at birth*)

11. REQUIRED DOCUMENTS CHECKLIST (KYC)

Please produce originals for verification purpose

- Copy of ID/Passport of each Director
- One recent colored passport size photograph of the contact person
- Certificate of Incorporation/Registration
- Memorandum and Articles of Association
- Copy of Directors PIN
- Copy of Company PIN

12. REQUIRED DOCUMENTS CHECKLIST (FINANCIALS)

Please produce originals for verification purpose

- Latest annual returns to company registrar
- Latest two years audited accounts
- Certified Bank Statements for the last six months
- Board resolution and company guarantee for the facility (Signed by 2 Directors)

SENATOR

Approved/Declined _____

Name _____ Signature _____ Date _____

Limit _____

GENERAL TERMS & CONDITIONS

1. DEFINITIONS

In these Conditions:

- 'Card' or 'cards' means any Senator Card the Bank gives to The Corporate to use with the account.
- 'The Corporate Cardholder' means any institution/person in whose name a Card Account is maintained.
- 'Cardholder' means the Corporate Cardholder to whom a card is issued at the request of The Corporate Cardholder.
- 'The Bank' means Spire Bank Limited which expression shall include its successors and assigns.
- 'Your Personal and Financial Information and Records' means information the Bank obtains from the Cardholder or from any third parties such as credit reference bureaus or other organizations, when the Cardholder applies for a card or any other product or service, or which the Cardholder or they, give the Bank from time to time or learn from the way the Cardholder uses or manages the Cardholder account, and from the transactions the Cardholder makes such as the date, amount, currency and the name and type of supplier.
- 'This Agreement' means the agreement between the Bank and the Corporate Cardholder, the Terms of which may be varied from time to time at the sole discretion of the Bank.
- 'Card Account' means an account maintained by the Bank in the name of The Corporate Cardholder in relation to Card Transactions.
- 'PIN' means any Personal Identification Number issued to a Cardholder to be used for making a Card Transaction at an ATM or any other terminal.
- 'Card Transaction(s)' means any payment made or cash advance obtained by the use of the card, the Card Number or in any other manner authorized by a Cardholder for debit to the Card Account.
- 'Cash Advance' means cash or quasi-cash items such as travelers' cheques or gaming chips obtained using the card or card number. Any reference to 'Cash Back' shall be construed accordingly.
- 'Credit Limit' means the maximum debit balance permitted on the Card Account as determined by the Bank in its sole discretion and notified to The Corporate Cardholder.
- 'ATM' means an Automated Teller Machine.
- 'Due Date' means the date given on the Cardholder statement by which the Cardholder must make payment.
- 'Payment' means the amount the Cardholder pays the Bank to reduce the amount the Cardholder owes the Bank on the Card account.
- 'Charges' means any fees or interest charged on the Card account
- 'Minimum payment' means the lowest payment the Cardholder must pay the Bank every month, on/before the due date which includes the amount that exceeds the Credit Limit and if the account is opened for the purpose of installment repayment, the full aggregate of the full monthly installment amount is payable; PROVIDED that the Minimum Payment due includes any outstanding Minimum Payment due in respect to previous Statements or any part thereof.
- 'Statement' means the monthly statement of the Card Account sent to the Cardholder by the bank in accordance with these conditions.
- 'Statement Balance' means the amount including interest; the Cardholder owes the Bank on the Statement date.
- 'Subscription Fee' means the fee the Bank charges the Cardholder when the Cardholder's account is opened and on a yearly basis each subscription or renewal date.
- 'Excess Limit Charge' means the amount payable by the Cardholder in respect of any amount in excess of the Card Credit Limit.
- 'Interest' means the amount payable on any amount outstanding in the Card Account from the date of a Card Transaction until the Due date, calculated in accordance with these Terms and Conditions.
- 'Joining Fee' means a one off charge payable by the Cardholder for subscribing for the Card.
- 'Terms and Conditions' means these terms and conditions and any other amendments by the Bank from time to time.
- 'Validity Period' means the maximum period during which the Card shall be valid for any Card Transaction as embossed/indented on the Card.
- 'Authorization' means the process by which any Card Transaction shall be authorized by the Bank.
- 'POS Terminal or Point of Sale (POS)' means the electronic device used to transmit details relating to the Card and the Card transaction from the Merchant to the Bank.
- 'MOTO' means a Mail Order or Telephone Order placed by the Cardholder.

- 'Card Scheme' means the payment card services provided by Visa International and/or MasterCard International and any other affiliated companies.
- 'Currency Conversion Fee' means the cost of converting any card transaction made in any other currency to the Card currency.
- 'Shillings' means shillings in the currency of Kenya and reference to 'Ksh' or 'Kshs' or 'Kes' shall be construed accordingly
- 'Dollars' means dollars in the currency of United States of America and reference to 'USD' or '\$' shall be construed accordingly.
- 'Kenya' means the Republic of Kenya
- The headings of the Conditions are for ease of reference only and shall be ignored in interpreting the provisions hereof.
- E-Statements may be defined as 'Electronic, virtual or paperless statements giving a summary of all financial transactions occurring over a given period of time on a deposit account, credit card or any other type of account offered by the Bank carried out by means of a computer or other electronic device'.
- E-Transactions may be defined as including E-statements as well as prompts giving status reports through short messaging services.
- 'Send' or 'sent electronically' means to send or have sent any information by way of facsimile, e-mail, short message service (SMS) or any other form of electronic communication or message.

2. USE OF THE CARD

- The Cardholder must sign the Card immediately upon receipt. The Card is invalid until the Cardholder named thereon signs it. The Cardholder must follow any instructions that the Bank gives about using cards and keeping them safe.
- The Card may be used by the Cardholder subject to the terms of this Agreement to purchase goods and/or to obtain services by signing a sales voucher at any merchant accepting the MasterCard/VISA/Senator cards. Failure to sign a voucher by the Cardholder for any services using the card shall not relieve the Cardholder from liability for any card transaction effected by the Bank for the Cardholder's account. Any voucher bearing the imprint of the card shall entitle the Bank to effect the card transaction, whether or not the Cardholder has signed it.
- The Corporate Cardholder shall immediately be liable jointly and severally to pay for all charges incurred by use of the Card. In the case of authorized Cardholders, the entity, its proprietors, partners or principal officers shall be jointly and severally liable for charges incurred through the use of the Card(s).
- The Card is not transferable and is valid for use only by the person whose name is embossed/indented on the Card (where applicable) during the validity period embossed/indented thereon.
- The Card may only be used within the Credit Limit approved by the Bank (and for any other use the Bank may allow). In deciding whether this limit has been exceeded the Bank may take into consideration the total amount of Card Transactions not yet debited and any authorizations given by the Bank in respect of prospective Card Transactions.
- The Bank will issue the Cardholder a replacement card from time to time. A replacement card will either be the same as the Cardholder's existing card or another card that the Cardholder is eligible for and which is covered by this agreement.
- The use of the Card is subject to the right of the Bank in its absolute discretion and without prior notice, at anytime to withdraw the right to use the Card for, or to refuse any request for authorization of, any particular Card Transaction and to publish such withdrawal or refusal in such manner as the Bank shall determine.
- The Card may be used to obtain cash advances from the Bank or an ATM or POS terminal within a cash advance limit as shall be determined by the Bank and notified to The Corporate Cardholder from time to time which shall form part of the credit limit.
- It's the cardholder's responsibility to ensure that any Internet transaction is made on a secure site. The Bank will not take any responsibility on any misuse of a card as a result of the customer quoting their card number over the Internet.
- This Card must NOT be used to fund any acts of terrorism, for money laundering purposes, fraud or any other illegal purposes.
- If the Cardholder provides a mandate, whether such comprises a signed coupon, subscription voucher, or telephone instruction, or requests for a cash advance, or gives the Card Account number to make a purchase or obtain a cash advance, without presenting the Card (such as for mail order, telephone order, MOTO, or internet), the legal effect shall be the same as if the Card was used by the cardholder and a sales voucher or other document or cash advance voucher was signed by the Cardholder. The Bank shall debit the Card Account with the amount of all Card Transactions and the Cardholder will be liable to pay the Bank all the amounts debited

whether or not such a voucher or other document is signed by the Cardholder and irrespective of any rights or obligation as between the merchant and the cardholder.

- All interest chargeable under this Agreement shall be charged both before and after judgment.
- All Card Transactions, which take place in a currency other than the Card currency and whether or not in Kenya, will be converted from the currency in which the Card Transactions took place into the Card currency at the Card Scheme's prevailing rate and a currency conversion fee on the amount of the transaction as at the date of the conversion and shall be debited to the Card Account. Please note that the exchange rate the Bank uses may or may not be the same as the rate on the date of the transaction as conversion may take place at a later date.
- The Cardholder should inform the Bank Immediately:
 - The Corporate Cardholder changes address, or
 - The Corporate Cardholder changes name.
 - The Cardholder's statement includes an item, which is incorrect. This MUST be done within 30 days from the date of the statement. You will have no claim if you do not advise us within this period.

MAIL ORDER

- Internet sites are not always secure. It is your responsibility to ensure that any internet transaction is made on a secure site. The Bank will not take any responsibility for any misuse of your card as a result of you quoting your card number on the internet.
- When you use the card to access and transact over other delivery channels e.g. internet, the rules of that channel apply in addition to these rules.
- The Bank will honor card transactions effected by the cardholder through mail or other orders and debit the cardholder's card account in the usual manner; subject to available funds.
- The cardholder agrees to be liable for all such card transactions and in proving that the transaction was authorized by the cardholder, the bank shall be entitled to rely on such documentary evidence as may be available to it which confirm that the cardholder gave his/her card number to a merchant by mail or other order and the bank's rights shall not be affected or defeated by reasons of the cardholder not having placed, confirmed or renewed the order or received the goods in question.

VISA/MASTERCARD REGULATIONS

- The use of the card is regulated by the terms of VISA International/MasterCard and you agree to abide by those terms as they shall be communicated to you by the Bank from time to time.

3. THE CARD ACCOUNT, STATEMENT OF ACCOUNTS AND PAYMENTS

- The Bank will debit the Card Account with the amounts of all Card Transactions and charges and any other liabilities of the Cardholder arising from the use of the Card. The Corporate Cardholder will pay to the Bank all amounts so debited whether or not the Cardholder signs a sale or cash advance voucher.
- The Bank will prepare and send periodic statement of account to The Corporate Cardholder, GENERAL TERMS & CONDITIONS who will exercise an option and pay a minimum payment equivalent to 20% of the total amount due (hereinafter 'the minimum amount due') on the said statement or such higher amount as The Corporate Cardholder determines, to the Bank on or before the due date. The Corporate Cardholder may at his option revolve the balance thereon equivalent to 80% or any other lesser amount. Any enquiries relating to such statement of account must be directed to the Bank immediately upon receipt thereof. If no such enquiries are made within 30 days from the date of the statement of account, it shall be deemed to be the accurate and conclusive record of account. In the event that the Bank is unable to send or produce such statement of account the Cardholder's liability to pay the late fee shall remain unaffected.
- All amounts charged to the Cardholder's account are immediately payable in full to the Bank by The Corporate Cardholder in the case of:
 - Commission of an act of bankruptcy by the Cardholder;
 - Amalgamation/Merger with another entity, Dissolution, Liquidation, Receivership or Insolvency of a Corporate Cardholder or if it appears that for all intents and purposes the entity has effectively ceased to operate;
 - In the event of death of The Corporate Cardholder.
- The amount of any excess over the Credit Limit, any arrears and any Card transactions made in breach of this Agreement will be immediately payable in full whether or not demanded by the Bank.
- Payment on any account will take effect when received by the Bank in

cleared funds and credited to The Corporate Cardholder's account. If the payment is made by cheque it will take effect when cleared by the respective banks. Payments can take up to three days to clear and payments must be cleared by the payment date. If the Cardholder pays the statement balance on or before the payment date, the Bank will not charge interest on any items shown on the statement. If the Cardholder does not pay the statement balance in full on or before the due date, the Bank will charge interest on the daily outstanding balance. If the Cardholder remits payment on the Due date other than the entire balance outstanding on the statement, such payment shall be applied by way of reduction against the balance outstanding on the statement in the following manner:

- In respect of all interest shown on the latest and any previous statement.
 - In respect of all charges under this agreement.
 - In respect to any Card Transaction according to the order of maturity of the Card Transactions to the extent available, with the payments being applied first against the earliest outstanding Card Transaction appearing on the Card Account.
 - In respect of any card transaction authorized but not shown on any statement.
- A handling fee will be charged if a cheque or other remittance is not honored upon presentation. Non-receipt of the statements by The Corporate Cardholder does not discharge obligations to pay all the amounts due on the Card Account.
 - If the Bank accepts late or partial payment from the Cardholder, this does not affect any of the Bank's rights under this agreement or at law, even if the payment is described as being in full or partial settlement of any sum due.
 - The Cardholder shall not be entitled to interest on any credit balance there may be on the Card account.

4. WITHDRAWAL OF USE OF THE CARD

- The Bank may at any time without notice and without giving reasons thereto suspend, cancel or otherwise withdraw entirely or in respect of specific facilities, the Cardholder's right to use the Card. Such withdrawal shall not affect liability for all the amounts, charges and interest debited on the Card Account until the same is settled in full.
- The Card remains the property of the Bank at all times. Upon request, cancellation or withdrawal of all or any Card(s) issued for use on the Card Account the Card(s) must be returned immediately to the Bank or any other person duly authorized to act for the Bank.
- The Corporate Cardholder shall be liable for all expenses incurred by the Bank in reclaiming a cancelled card.

5. SAFEGUARDING THE CARD AND THE PIN

- The Cardholder will exercise all care necessary to ensure the safety of the Card and the secrecy of the PIN at all times. A Cardholder should never write the PIN on the Card or anything usually kept with it. The Cardholder should exercise prudence in disguising any written record of the Pin.
- A Cardholder shall not allow any other person to use the Card with or without the knowledge of the PIN.
- A Cardholder must insist on being present when a card is used at the Point of Sale machine. It is the cardholder's duty to safeguard his/her Card with the same intensity as they would cash.
- If the Card is lost, stolen or for any other reason liable to misuse or the PIN has been disclosed to anyone, the cardholder must notify the Bank's Card Division directly by telephone and such notification must be confirmed in writing immediately either by fax, E-mail or by post at the address as contained in this agreement. Until the Bank receives such written notification, The Corporate Cardholder will be liable in respect of any misuse of the Card.
- The Cardholder will give the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card or disclosure of the PIN and take all steps deemed necessary to the Bank to assist in the recovery of the missing Card.
- If the Cardholder finds card(s) which had been reported lost, stolen or at risk of misuse, the Cardholder should not use them. The Cardholder must cut them in half and return them to the Bank's Card Division.

6. REFUNDS AND CARDHOLDER CLAIMS

The Bank will only credit the Cardholder's account with a refund for a card transaction, if the merchant asks the Bank to do so, and the Bank has received a refund voucher or other refund verification acceptable to it.

- The Cardholder cannot use a claim against the Bank, or refuse to pay the Bank, unless the Cardholder has a legal right to do so.

- No claim by the Cardholder against a third party may be subject of a defense or counterclaim against the Bank. No rights of the Cardholder against the Bank may be assigned or otherwise disposed of.
- The Cardholder shall not be entitled to return for payment by way of a cash refund any goods and services obtained with the Card. Any such refunds shall be credited only through the Card Account.

7. TERMINATION OF AGREEMENT

- The Corporate Cardholder may terminate this Agreement by giving Thirty (30) days written notice to the Bank and such notice will take effect only when accompanied by the return of all the Cards issued for use on the Card Account and the payment of all liabilities of The Corporate Cardholder under this Agreement.
- The Bank may terminate this Agreement at any time without notice or reason and upon such termination, The Corporate Cardholder must return to the Bank all Cards issued for use on the account and such termination shall not affect the liability on the Cardholder for payment of the Card Account.
- In the event that there shall be an amount outstanding at the time of termination by either party as above, the interest and charges payable shall continue to accrue and debited on the amount outstanding on the card account until the same is settled in full.
- Unless the agreement is terminated or unless instructed otherwise by the Corporate Cardholder, the Bank will automatically issue a renewal for each Card in accordance with this agreement. Bank is not bound to issue any card. If a Card transaction is authorized after the card's expiry date, this should not be construed as an extension of the card's validity period.

8. VARIATION OF THIS AGREEMENT

The Bank may without prior notice vary the Agreement at any time or times, subject to the requirements of any statute.

The Bank will inform the Cardholder about any changes in one or more of the following ways:

- Advertise in the print media
- Putting messages in the Cardholder's monthly statements: or
- Sending The Corporate Cardholder a separate written notice

Changes will happen at least fourteen days after the Bank lets The Corporate Cardholder know about them apart from changes in the interest rates, which may apply immediately. All charges in respect of interest rates and fees shall be stipulated in the current charges supplement to these terms and conditions, which shall be amended from time to time and distributed to all cardholders. Any variation or changes so effected shall be binding to the Corporate Cardholder.

9. DISCLOSURE OF INFORMATION

- The Corporate Cardholder agrees and confirms that the Bank may disclose any information in the possession of the Bank relating to the Corporate Cardholder and the Cardholder's Card Account to any and all agents used by the Bank in the course of the operation of the Card including but not limited to agents appointed by the Bank to manage the Card.
- The Corporate Cardholder agrees and confirms that the Bank may disclose any information in the possession of the Bank relating to The Corporate Cardholder and the Cardholder's Card Account to any third party (including other institutions licensed under the Banking Act and Credit Reference Agencies) if in the Bank's opinion such disclosure is necessary for the purpose of evaluating any application made to the Bank by the Corporate Cardholder, maintaining the Cardholder's account with the Bank or other purpose as the Bank may deem appropriate.
- The Corporate Cardholder agrees and confirms that the Bank may disclose any information in the possession of the Bank relating to the Corporate Cardholder and the Cardholder's card account including details of the Cardholders default in servicing the Card Account to any third party (including other institutions licensed under the Banking Act and credit reference agencies) for the purpose of evaluating the Cardholder's credit worthiness or for any other lawful purpose.

10. PLEDGE AND/OR LIEN

Where the Corporate Cardholder has pledged with the Bank any of the Cardholder's assets or property either by way of shares (either in certificated or non-certificates form), cash, goods, securities, valuables deposited for safe custody as security, cheques presented for repayment, bills and any other property movable or immovable charged, the Bank shall have a general lien over such assets and property and in the event of default the Bank shall be entitled without notice to exercise its rights of recovery in accordance with the Bank's General Terms and Conditions.

- The Bank may, at any time and without notice or demand and not withstanding any settlement of account or other matter whatsoever, combine or consolidate all or any than existing accounts (whether current, deposit, loan or any other nature whatsoever subject to notice or not and in whatever currency denominated) of the cardholder alone or jointly with others wherever situated and set off or transfer any sum standing to the credit of any one or towards satisfaction of any obligations or liabilities to the bank of the cardholder whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint.
- Until the ultimate balance owing by the Corporate cardholder to the Bank has been paid, the Bank shall have a lien on all property and assets of the cardholder from time to time in the possession of the bank, whether registered in the name of the bank or its nominees or otherwise and whether the same be held for safe custody or otherwise.

11. GENERAL

- The Bank shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any computer, data processing system, transmission link, public or private telecommunication system, electricity supply, or any other third party system; or as a result of any industrial dispute, lockouts, wars, riots, insurrections, civil disturbances, terrorism acts, earthquakes, fires, storms, floods, local and central government regulation or any other circumstances whatsoever outside the control of the Bank, its servants and/ or agents.
- The Bank shall not be liable, responsible or accountable in any way whatsoever for any loss, injury, or damage howsoever arising from the use of any ATM/POS machine and (subject to the joint and several liability of all the Cardholders) the Corporate Cardholder agrees to fully and effectually indemnify the Bank against all losses, costs, charges and expenses which the Bank may suffer or incur directly or indirectly arising from the use by the Cardholder of an ATM/POS Terminal or any breach of this Agreement by any Cardholder.
- The Principal Cardholder agrees and confirms that the Bank shall debit the requisite premium from the Cardholders account for maintaining a limited life Insurance cover on the Principal Cardholder for any liability on the Card and all transactions preceding the contingency.
- The Bank may demand, at its discretion, any amounts due on the Card Account if there is any breach of the Agreement herein by The Corporate Cardholder.
- The Corporate Cardholder shall indemnify the Bank against all costs, charges and expenses inclusive of any legal costs and disbursements incurred by the Bank in obtaining or attempting to obtain payment of any monies due and owing on the Card Account to the intent that the Bank shall suffer no loss by reason of it affording or continuing to afford the facilities offered by the use of the Card. Any legal costs and disbursements incurred by the Bank shall be deemed to include every sum which would be allowed to the advocates of the Bank in taxation between the advocate and the client to the intent that the Bank shall be afforded a complete entitlement and unqualified indemnity in respect thereof.
- The Bank Card Division must be notified in writing of any change in the Cardholder's address. Any notice or correspondence sent by the Bank or its advocates to the Cardholder at the address last notified to the Bank by The Corporate Cardholder shall be deemed duly served.
- The Cardholder or the Company, in the case of a Corporate Cardholder must immediately inform the Bank in writing of:
 - Any intention of Cardholder to reside/travel outside Kenya, or
 - For a Corporate Cardholder, any intention of the Company to post the Cardholder outside of Kenya; or
 - Any change in Cardholder's particulars or other information as stated in the Cardholder's Application or any other information or particulars notified to the Bank from time to time, including any change in the Cardholder's Residential Address or salary or employment or position with his employer; or
 - Any Change of Address of the Company
 - Any Change or proposed change in the Company, including any change in its authorized or paid up share capital or change in its shareholders, partnerships or Board of Directors; or
 - The commencement of Bankruptcy, winding up judicial management proceedings against the Company, or the passing of a resolution for the winding up of the Company, or the appointment of a receiver and manager of the company or the cessations of the business of the Company.
- The Bank may assign its rights, benefits and obligations under this Assignment at any time.
- The Bank will not be liable in any manner whatsoever in the event of a refusal by any establishment worldwide to accept or honor the Card. The Bank will also not be liable for the quality, effectiveness or merchantability of any goods supplied or services rendered by any establishment.

- No claim by the Cardholder against an establishment will be the subject of a set-off or counter claim against the Bank in respect of any amount due from the Cardholder to the Bank.
- Any facilities or benefits made available to the Corporate Cardholders as such and not forming part of this Agreement may be withdrawn at any time without notice.
- This Agreement and all matters arising out of the issue or use of the Card are subject to and shall be governed by the laws of the Republic of Kenya.
- The Card must not be used by the Cardholder in contravention of any law, regulation or rule in force, nor as an aid to such contravention or circumvention of the law, regulation or rule.
- The Bank reserves the right at all times to vary these Conditions of Issue without prior notice.

12. REPRESENTATIONS AND WARRANTIES

The Corporate Cardholder represents and warrants that:

- All the information given in the Application Form and any other documents provided to the Bank are authentic, true and accurate in all material respects and shall continue to be true and accurate during the Validity Period and the Bank may require any other receipt, evidence, document or written confirmation to satisfy the Bank that any statutory or regulatory requirement has been satisfied;
- This Agreement and any other documents provided by the Cardholder to the Bank, once executed by the Cardholder (and any other person) constitute valid and legally binding obligations enforceable in accordance with its terms;
- If any of the information contained in this Agreement or any other information or documentation provided to the Bank by the Cardholder should change, then The Corporate Cardholder shall immediately notify the Bank of such change and the Bank shall have the right to vary, terminate, suspend the use of the Card and further the Bank shall not be liable for any loss or damage suffered by the Cardholder as a consequence thereof;
- That any party connected to this Agreement making any of representations or providing any document hereunder shall indemnify the Bank on a full and unqualified basis against any loss suffered by the Bank (including any costs incurred in securing and enforcing its rights thereof) should any such representation or document be deemed to be false or misleading and;
- The Cardholder and any other party to the Agreement confirm that they have sought and obtained independent legal and financial advice and have understood the legal and financial implications of the Cardholder's and any other party's obligations to Bank in regard to this Agreement and the transactions contemplated therein.

13. EXCLUSION OF LIABILITY

The Bank shall be excluded from any liability incurred as a result of any loss or damage whether consequential or otherwise suffered by The Corporate Cardholder and the Cardholder hereby indemnifies the Bank for any loss or damages arising as a result of incorrect information being processed by the Bank or any credit bureau or any other person or company with whom the Cardholder have or may have financial dealings or whom The Corporate Cardholder have or may have financial dealings or as a result of any information provided by the Bank in respect of the Card Account.

14. COMPLIANCE WITH THE LAW

The terms hereof are, however, subject to applicable provisions of the prevailing applicable legislation as may be amended from time to time in Kenya, regulating loans and advances by specified banks and financial institutions for which this Agreement is subject to.

In the event of any inconsistency between such provisions and the Terms and Condition, the statutory provisions will prevail over and override such terms in the absence of any saving or exempting provision of law, and such terms will be deemed to be amended as necessary so as to be in conformity with such legislation.

15. SEVERABILITY OF TERMS

Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of those provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and if any term hereof shall become invalid, illegal or unenforceable, such term will remain in suspension until such a time as such term is substituted with a provision to be agreed between us, which as nearly as possible gives effect to the intentions expressed by such term but without thereby being invalid illegal or unenforceable.

16. GOVERNING LAW & JURISDICTION

The Application Form and Terms and Conditions shall be governed by and construed in accordance with the Laws of the Republic of Kenya and the Corporate Cardholder submits to the non-exclusive jurisdiction of the Kenya courts.

NOTE: For a larger print of these Terms and conditions please visit our website at www.spirebank.co.ke