



# Senator Prepaid MasterCard Application Form

I hereby request Spire Bank Limited to provide me with a Senator Prepaid MasterCard® for which I supply the following information.

## PERSONAL DETAILS

Please fill out the form in CAPITAL letters

Title \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_

Gender  Male  Female Date of Birth 

D	D	M	M	Y	Y	Y	Y
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 Nationality \_\_\_\_\_ ID/Passport No \_\_\_\_\_

Security Code e.g. Mother's Maiden Name \_\_\_\_\_

Postal Address \_\_\_\_\_ Post Code \_\_\_\_\_ Town \_\_\_\_\_ Country \_\_\_\_\_

Tel (Office) \_\_\_\_\_ Mobile No \_\_\_\_\_

Email Address \_\_\_\_\_

## FOR MINORS BELOW 18 YEARS (Provide Photo and Passport where applicable)

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_

Gender: Male  Female  Date of Birth 

D	D	M	M	Y	Y	Y	Y
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 Nationality \_\_\_\_\_ Passport No \_\_\_\_\_

Parent's / Guardian's Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## EXPECTED MONTHLY INCOME & SOURCE OF FUNDS

Source of Funds \_\_\_\_\_ Employer Name \_\_\_\_\_ Nature of Business \_\_\_\_\_

**RELATED ACCOUNTS WITH SPIRE BANK** Account Name(s) \_\_\_\_\_ Ac No \_\_\_\_\_

Account Name(s) \_\_\_\_\_ Ac No \_\_\_\_\_

## 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"/>			

## INITIAL LOAD

Load Amount \_\_\_\_\_ Currency  KES  USD

Mode of Payment  Cash Debit my Spire Bank A/C No. 

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I hereby confirm that the information provided in connection with this application is complete and true and also confirm that I have read, understood and accept the Terms & Conditions related to the provision of and the use of the Senator Prepaid MasterCard®.

**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 Prepaid 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 I/we have received a copy of the Tariff Guide

Cardholder’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR OFFICIAL USE ONLY**

I have explained to the customer the specific terms and conditions to open and operate the Prepaid Card.

Prepaid Card signed up by: Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sales Code/ No.: \_\_\_\_\_ Branch \_\_\_\_\_

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*)

**SENATOR**

Approved/Declined \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Pack No

Card No

Debit Spire Bank Account (Signature Verified) Yes  No

Cash:  Cheque:  Amount \_\_\_\_\_

	Name	Signature	Date
Maker:			
Checker:			

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

In these Conditions:

- a) 'ATM' means an Automated Teller Machine operated by the Bank or any other VISA/MasterCard member.
- b) "Authorization" means the process by which any Card Transaction shall be authorized by the Bank.
- c) 'Card' or "cards" means prepaid Card issued to a Cardholder by the Bank.
- d) 'Cardholder' means any person to whom a prepaid card is issued pursuant to an application by such person, and who is authorized to hold the card.
- e) "Card Scheme" means the payment card services provided by Visa International and/or MasterCard International and any other affiliated companies.
- f) '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.
- g) "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.
- h) 'Card Account' means an account maintained by the Bank in the name of the Cardholder in relation to Card Transactions.
- i) 'Charges' means any fees or interest charged on the account.
- j) "Currency Conversion Fee" means the cost of converting any card transaction made in a foreign currency to Kenya Shillings.
- k) 'E-Transactions' may be defined as including E-statements as well as prompts giving status reports through short messaging services.
- l) "Merchant" means any person who owns, manages, and operates an establishment that can provide the cardholder with goods or services payable through the use of a card.
- m) "MOTO" means a Mail Order or Telephone Order placed by the Cardholder.
- n) 'The Bank' means Equatorial Commercial Bank Limited (or Spire Bank) which expression shall include its successors and assigns.
- o) 'This Agreement' means the agreement between the Bank and the Cardholder the terms of which are these Conditions as may be varied from time to time at the sole discretion of the Bank.
- p) '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.
- q) '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.
- r) "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.
- s) "Shillings" means "shillings" in the currency of Kenya and reference to 'Ksh' or 'Kshs' or Kes shall be construed accordingly
- t) "Kenya" means the Republic of Kenya
- u) "Validity Period" means the maximum period during which the Card shall be valid for any Card Transaction as embossed/indented on the Card.
- v) "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 manage the Cardholder account and from the transactions the Cardholder makes such as the date, amount, currency and the name and type of supplier.
- w) The headings of the Conditions are for ease of reference only and shall be ignored in interpreting the provisions hereof.

### 1. ELIGIBILITY CRITERIA

Any individual or corporate body may apply for the issuance of the card through any Spire Bank branch or agent in Kenya. The issuance of the Card is subject to compliance by the applicant of the provisions of applicable laws, rules, regulations and directions as issued by the Central Bank of Kenya or other

appropriate authority under any law in force from time to time. Spire Bank may, at its sole and absolute discretion, refuse issuance of a Card or cancel an issued Card without notice, if satisfactory know-your-customer and money laundering guidelines are not met or if it has reason or suspicion to believe that the Cardholder has violated or intends to violate any exchange regulations or uses/will use the Card for money laundering purposes.

The applicant for the Card will be required to complete and submit a duly signed application form as required by Spire Bank from time to time and further, to submit all such documents as may be necessary or required. Subject to all the conditions being satisfied, the Card shall be activated within a period as determined by Spire Bank from time to time and upon receipt of monies and other requisite documents from the Cardholder. Upon purchase of the Card, the Cardholder shall load and reload funds through Spire Bank branches or appointed agents subject to such restrictions on minimum and maximum amount loadable, as may be determined by Spire Bank from time to time. Upon issuance of the Card, the Cardholder shall sign on the reverse of the Card.

The Card, as may be issued by Spire Bank to an applicant, is the property of the bank and is not transferable and will be honored at merchant establishments only when the Card bears the signature of the Cardholder on the reverse and upon presentation to a Merchant Establishment by the Cardholder.

#### Use of the Card

- The Cardholder must sign the Card immediately upon receipt. 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/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.
- The Card is valid for use during the validity period embossed/indented thereon.
- 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 up to such limits as may be notified to you by the Bank from time to time.
- It is 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 Card Transactions, which take place in a currency other than Kenya Shillings and whether or not in Kenya, will be converted from the currency in which the Card Transactions took place into Kenya Shillings 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 Principal Cardholder changes address, or
  - The Principal Cardholder or a Supplementary 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.

### 2. 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.

### 3. MASTERCARD REGULATIONS

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

### 4. THE CARD ACCOUNT

- 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 Cardholder shall not be entitled to interest on any credit balance there may be on the Card account.

### 5. CHARGES

- The charges as defined in this application are payable in respect of the use of the card and shall be subject to change by the bank at the bank's sole discretion and notified to the Cardholder from time to time. Charges and Fees shall be deducted automatically from the cardholder's funds.
- A currency conversion fee shall be levied for all Card Transactions, which take place in a currency other than Kenya Shillings and whether or not in Kenya.
- The Charges payable in respect of the use of the card will be determined by the Bank and may be revised from time to time and the Bank will inform the Cardholder of such revision.

### 6. 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 and charges debited on the Card Account.
- 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 Cardholder shall be liable for all expenses incurred by the Bank in reclaiming a cancelled card.

### 7. 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. If they do, the bank will treat this as if they have authorized that person to use the card and they will be responsible for any transactions by such person with the card.
- 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 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.

#### 8. 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 defence 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.

#### 9. TERMINATION OF AGREEMENT

- The 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.
- The Bank may terminate this Agreement at any time without notice or reason and upon such termination, the 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 a credit balance on the account at the time of termination by either party as above, the cardholder can obtain refund by completing a refund form, as prescribed by the Bank, along with a copy of national ID/passport or such other document that may be required by the Bank. If the cardholder fails to fill in a refund form and the refund form is not received by the bank within two months from the date of cancellation, expiry, withdrawal, termination, then the credit balance shall be forfeited by the cardholder and the cardholder cannot subsequently obtain a refund.
  - 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.

#### 10. VARIATION OF THIS AGREEMENT

- The Bank reserves the right to vary at any time these Terms and Conditions; and 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
  - Sending the Cardholder a separate written notice
- Changes will happen at least fourteen days after the Bank lets the Cardholder know about them.
- All charges in respect of 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 Cardholder.
- The right to vary the agreement shall include the variation of features and benefits offered on the card including, without limitation to, changes which affect existing balances, charges, rate, and methods of calculation of the foregoing.

#### 7. DISCLOSURE OF INFORMATION

- The Cardholder agrees and confirms that the Bank may disclose any information in the possession of the Bank relating to the 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 Cardholder agrees and confirms that the Bank may disclose any information in the possession of the Bank relating to the 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 Cardholder, maintaining the Cardholder's account with the Bank or other purpose as the Bank may deem appropriate.

#### 3. 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 to 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 under Condition 8, the Principal 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 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 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 cessation 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 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 of rule in force, nor as an aid to such contravention or circumvention of the law, regulation or rule.

#### 15. REPRESENTATIONS AND WARRANTIES

The 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 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.

#### 16. 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 Cardholder and the Cardholder hereby indemnify 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 Cardholder have or may have financial dealings or as a result of any information provided by the Bank in respect of the Card Account.

#### 17. 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.

#### 18. 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.

#### 19. 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 Cardholder submits to the non-exclusive jurisdiction of the Kenya courts.