

Branch: .....

Serial No: .....

**USD VISA PLATINUM DEBIT CARD APPLICATION FORM**
**ACCOUNT NAME:**



  
First name
Surname
**ACCOUNT NO.**



**MANDATE:** ☐ Single ☐ Joint

Postal address: ..... Postal code: .....

Telephone (Office): ..... (Mobile): .....

**Daily withdrawal limit (ATM) per Account:**

 Standard Limit for this Card: **USD 800**

If you'd like a different daily limit (higher or lower), please indicate your preferred amount below.

Requested Daily Limit: USD .....

 Would you like the card to be activated for online transactions: Yes ☐ No ☐

Online transaction limit in (Figures): ..... (In words): .....

.....

 Card limit frequency (online) : Daily ☐ Weekly ☐ Monthly ☐
**Terms and conditions:**

I/We warrant that the information given above is true and complete and I/We authorize you to make any enquires necessary in connection with the application. I/We accept and agree to be bound by the conditions of use, detailed overleaf (as amended from time to time). I/We agree that I/We am/are liable for all charges incurred through the use of this card. I/We understand that Bank of Africa Kenya Limited reserves the right to decline the application without giving reasons to the extent permitted by law.

**Name and Signatures of account holders:**

NAME: ..... SIGNATURE: ..... DATE: .....

NAME: ..... SIGNATURE: ..... DATE: .....

NAME: ..... SIGNATURE: ..... DATE: .....

**FOR OFFICIAL USE**

 Date application received: ..... Mandate verified: .....  
 (signature)

Card issuance approved by: ..... Signature: .....

**TERMS AND CONDITIONS FOR VISA USD PLATINUM CARD**

In consideration of Bank of Africa Kenya Limited making available to me/us Bank of Africa Kenya Limited Debit Card(s) pursuant to my/our request I/We agree to be bound by the following Terms & Conditions:

**1. Definitions**

In these Terms & Conditions:

- a) **"Application Form"** means the Debit Card Application Form.
- b) **"ATM"** means all Automated Teller Machines or Point-of-Sale machines operated by or affiliated to Kentswitch Limited and/or Visa branded ATMs.
- c) **"Online transaction"** means payments carried out without the presence of the physical card by providing the card details to a merchant or service provider.
- d) **"Bank"** means Bank of Africa Kenya Limited. BOA includes BOA Kenya, and all its affiliates, subsidiaries, and related companies of BOA and also includes its successors and permitted assigns.
- e) **"Bank Account"** means in relation to a Cardholder(s), any USD account(s) maintained by the Bank in Kenya from which the Cardholder(s) is able to issue Transaction Instructions.
- f) **"Card/Debit Card"** means Bank of Africa Kenya Limited VISA USD Platinum Card
- g) **"Cardholder"** means a person to whom Bank of Africa Kenya Limited VISA USD Platinum Card has been issued at his/ her request and whose names may appear on it and who agrees to be bound by these Terms and Conditions as may be varied from time to time by the Bank.
- h) **"Personal data"** means any information relating to an identified or identifiable natural person.
- i) **"PIN"** means in relation to a Cardholder the personal identification number required to gain access via an ATM terminal or POS machine or in any other way to give Transaction Instructions.
- j) **"Transaction Instruction"** means an instruction given by use of the Card.

**2. Use of Card and PIN**

- a) The Cardholder shall sign the Card upon receipt of the BOA card application form with a black or blue ballpoint pen and keep the Card secure at all times.
- b) The Cardholder shall 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 by the Bank or any person acting on behalf of the Bank.
- c) A Card is not transferable and may not be used by any person other than by the Cardholder.
- d) A Card will be issued in the name of a single Cardholder only, in case of Joint Accounts where more than one account holder desires to hold a Card one Card will be issued to each of such account holders.
- e) A Card remains the property of the Bank and upon cancellation must be surrendered on demand to the Bank.
- f) Until and unless the Terms and Conditions are breached, an issued Card will have a limited validity period, on expiry of which a new Card will be automatically issued by the Bank at a renewal fee and at the Bank's discretion.
- g) The Bank shall be entitled to give immediate effect to the following Transaction Instructions on an ATM:
  - (i) To effect withdrawal from the Cardholder's Bank Account;
  - (ii) To display the current balance on the Cardholder's Bank Account on the screen of the ATM;
  - (iii) To give an account statement to the Cardholder; and
  - (iv) Such other Transaction Instructions given through the use of the Bank of Africa Kenya Limited Debit Card facilities from time to time made available by the Bank whether in Kenya or elsewhere to the Cardholder.
- h) All withdrawals from ATMs and Transaction Instructions will be subject to the daily withdrawal limit as applied for or amended in writing by the Cardholder.
- i) In the absence of manifest error the Bank's records as to any Transaction Instruction or their consequence thereof shall be conclusive.
- j) A Cardholder must exercise all due care and attention to ensure the safety of the Card and the secrecy of the PIN at all times and to prevent the loss of and/or use of his /her Card or PIN by any third party. Subject to this, a Cardholder must not disclose his/ her PIN to anyone in any circumstance.
- k) If a Card is lost or stolen, or if a PIN is disclosed to any unauthorized person or the Cardholder suspects that the PIN has been discovered by an unauthorized person, the Cardholder must immediately notify the Bank of

such loss, theft or disclosure through any of the following means:

- i. P.O. Box 69562-00400, Nairobi,
  - ii. Telephone 0703 058120; or
  - iii. the nearest branch of the Bank.
  - iv. yoursay@boakenya.com
- Any oral notification must be confirmed in writing immediately. Unless and until such written notification is received, the Bank is authorized and shall remain authorized to debit the Cardholder's Bank Account for Transaction Instructions made using the Card. The Cardholder will be liable in respect of any Transaction Instruction given prior to receipt by the Bank of notification in writing of such loss theft or disclosure.
- The Cardholder shall also:
- i. Give the Bank, and any other person authorized by the Bank, all necessary assistance in any investigations, avail all information as to the circumstances of the loss or theft of the Card and take all reasonable steps to assist the Bank to recover the Card and any lost money;
  - ii. Consent to the disclosure to third parties of such information as is relevant concerning the Card or Bank Account in connection with such loss, theft of the Card or any lost money; and
  - iii. If the lost Card is found, report the discovery to the Bank and return the found Card to the Bank.
- l) The Card is neither a credit card nor a cheque guarantee card and the Cardholder shall not represent the Card as such.
  - m) The Card shall not, under any circumstances, be used for any unlawful purpose including the purchase of goods and/or services prohibited under Kenyan Law.

**3. Bank Account**

- a) These Terms and Conditions shall not affect any other terms and conditions whether express or implied, governing the Cardholder's Bank Account as set out in the General Terms and Conditions governing Bank accounts.
- b) The Bank Account may not be overdrawn by the giving of a Transaction Instruction and if the Bank Account becomes overdrawn by action of the Cardholder then the Bank is entitled to claim the amount owed, interest thereon and recovery charges.
- c) The execution of a Transaction Instruction will be subject to any operating limitations on the Bank Account.
- d) If there is no client/customer initiated activity on a Bank Account for a period of six (6) months the Bank Account shall be classified as dormant and Transaction Instructions by the Cardholder may be declined and the Cardholder should therefore contact the Bank as indicated above to reactivate the card.

**4. Debiting of the Bank Account**

- 4.1 The Bank shall debit the Cardholder's Bank Account with:
  - (i) the amount of all Transactions;
  - (ii) any amount incurred by the Bank arising from the Cardholder's use of the Card;
  - (iii) any interest and costs incurred by the Cardholder in undertaking Transactions and/or otherwise due to the Bank pursuant hereto; and
  - (iv) any other liabilities incurred by the Cardholder hereunder
- 4.1.2 The Bank shall be entitled at its sole and absolute discretion to charge and debit from the Bank Account such fees and charges with excise duty as applicable, as it may from time to time notify the Cardholder including but not limited to an initial Card issuance fee, a Card renewal fee, an annual fee, PIN re-issue fees and/or replacement fee, a service fee for an amount to be prescribed by the Bank from time to time for the use of the Card and a charge for undertaking such Transactions as may from time to time be specified by the Bank. Any failure however by the Bank to so notify the Cardholder shall not prejudice in any way howsoever the recovery by the Bank of such fees and charges from the Cardholder.

**5. Multiple Debit Cards**

- a) More than one Debit Card may be issued on a Joint Bank Account (subject to the operation mandate of the Joint Account) provided the respective Application Form has been signed by each account holder of the Joint Bank Account.
- b) In case multiple Cards have been issued on any Bank Account these Cards will be subject to the daily withdrawal limit as applied for in the respective Application Form.

**6. Cancellation and Blocking of Cards**

- a) The Cardholder(s) may cancel or change his/her Card by returning it to the Bank.
- b) The Bank may at any time cancel or block a Card

without notice or without assigning any reason without incurring any liability to the Cardholder(s):

- i. For fraud prevention purposes; or
- ii. if the Bank has a right or duty to cancel or block a Card or is permitted or compelled to do so by law and the Cardholder agrees that cancellation of the Card as set out above does not violate any duty that may be owed by the Bank to the Cardholder.
- c) The Cardholder(s) should not use or attempt to use the Card after any notification of its cancellation or withdrawal has been given.

**7. Replacement of Cards**

If a Cardholder(s) loses or changes his/her Card, the Bank may at its discretion issue a replacement Card as the Cardholder(s) may require at a replacement fee.

**8. Fees**

In respect of each Cardholder the Bank shall be entitled to charge and debit from the Cardholder's Bank Account such fees as it may from time to time notify the Cardholder(s) including but without limitation:

- i. an initial Card issuance fee,
  - ii. a Card renewal
  - iii. Card replacement fees
  - iv. charges for transactions effected using the Card
- All to be prescribed by the Bank from time to time.

**9. Liability of Cardholders**

- a) The Cardholder(s) shall be fully liable in respect of each Transaction Instruction(s) given by the use of his/her Card. Transaction Instructions must be given in such a way that any confidential information displayed on a terminal is not disclosed to a third party. The Bank shall not be liable for any disclosure to any third party arising out of a Transaction Instruction.
- b) The Cardholder shall not hold the Bank liable, responsible or accountable in any way whatsoever for any loss, injury or damage however arising out of the use of the Card.
- c) Disputes regarding execution of a Transaction Instruction using a VISA Card on an ATM will be referred to Kentswitch Limited while disputes regarding execution of a Transaction Instruction using any other Debit Card will be referred to the Bank for resolution as per their operating procedures and the Bank will not be liable for any loss arising out of acting on the resolution of any such dispute.

**10. Circumstances beyond the control of the Bank**

The Bank shall have no liability for inability to perform its obligations with regard to the ATM operations or any Transaction Instruction due to anything whatsoever outside the control of the Bank, its agent or subcontractors.

**11. VISA International Regulations**

- a) The use of Bank of Africa Kenya Limited VISA USD Platinum Card is regulated by the terms of Visa International and the General Data Protection Regulations and the Cardholder agrees to abide by those terms as they shall be communicated to the Cardholder by the Bank from time to time.
- b) Any charges made by Visa International on transactions conducted in a currency other than US Dollars shall be debited to the Cardholder's Bank Account. The transaction amount, along with any applicable fees, will first be converted by Visa International into United States Dollars at the prevailing exchange rate on the date the transaction is processed. Thereafter, the equivalent United States Dollar amount will be posted to the Cardholder's Bank Account. Any exchange rate differences, including gains or losses arising from currency conversion, shall be borne by the Cardholder and reflected in the account.

**12. Mail Order/Telephone Order/Internet Transactions**

- a) The Bank will not honor Mail Order transactions and the Cardholder agrees to be liable for all internet Card transactions and telephone instruction. 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 the Bank which confirms that the Cardholder gave the Card number to a merchant by mail, email and telephone or other order and the Bank's rights shall not be affected by reason of the Cardholder not having placed, confirmed or renewed the order or received the goods in question.
- b) The Bank shall not be responsible for goods and services whatsoever charged to the Card.
- c) The Bank accepts no responsibility for the failure of a merchant to accept the Card or of any loss or damage

arising therefrom.

d) The Cardholder agrees to assume all risks associated with such use and further agrees to indemnify the Bank against liability/claims associated with the use of the Card in respect to transactions over the internet. The Bank shall not take any responsibility over any information sent over the internet and does not guarantee functionality and/or availability of any transaction accessed through the internet. Any loss of personal information or other data transmitted therein shall be the responsibility of the Cardholder and the Bank shall not be held liable for any actions resulting to any loss, hacking, misuse or abuse associated with the use of the Card over the internet whatsoever.

### 13. Exclusion of liability

- 13.1 The Bank shall not be liable in any way if the Card cannot be used due to the failure of the System or the System being unreachable or not being in operation or the use of the Card not being accepted by any third party whatsoever.
- 13.2 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 the System or of any machine data processing system or transmissions link or to industrial disputes, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, civil disturbances, terrorism, governmental regulations and directions, Acts of God and anything outside the direct control of the Bank, its agents or sub-contractors or any other cause beyond the control of the Bank.
- 13.3 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 or reliance on the use of the Card and the Cardholder agrees to indemnify the Bank against all losses, costs, charges and expenses which the Bank may suffer or incur directly or indirectly arising from such use or reliance on such use or any breach of this Agreement whatsoever.
- 13.4 The Bank may enter into arrangements with establishments and service providers to allow the Cardholder certain privileges in such establishments or in accessing certain services from such service providers which will be on such terms and conditions as the Bank may have entered with such establishments or service providers and the Bank will be entitled to withdraw such privileges at any time with or without prior notice to the Cardholder. With respect to the benefits accruing from the Bank, the Bank will give a notice of thirty (30) days prior to withdrawing such benefits. Where benefits are provided by third parties, the Bank will notify the Cardholder as soon as the Bank is notified by the third parties that such benefits have been withdrawn. Provided that and for the avoidance of doubt, it is hereby declared that such privileges and benefits are not given as of right and are without any liability accruing to the bank or such service provider.

### 14. Withdrawal of use of the Card

- 14.1 The Bank may at any time and without notice cancel the right to use the Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Card without in any case assigning a reason thereof or thereby affecting the Cardholder's obligations under this Agreement which shall continue in force until all Cards issued to on or behalf of the Cardholder have been returned to the Bank and all payments, fees and surcharges in respect thereof are fully settled.
- 14.2 The Card remains the property of the Bank at all times. On request the Card must be returned immediately to the Bank.
- 14.3 The Cardholder shall be liable for all expenses incurred by the Bank in reclaiming a cancelled Card.

### 15. Cooling Off Period

- a) These Terms and Conditions may be amended at any time and from time to time by notice from the Bank to the Cardholder(s).
- b) Any such amendment shall be deemed to be effective and binding on the Cardholder(s) on receipt by the Cardholder of such notice as indicated below and any subsequent use of the Card shall be deemed to constitute acceptance.

### 16. Notices

- a) Except as otherwise specified herein all notices, requests, approvals consents and other communications required or

permitted herein shall either be:-

- i. in writing, personally delivered by mail registered or certified return receipt requested postage pre-paid courier service,
  - ii. electronic mail (email) to the last confirmed and used email address of the customer, and/or
  - iii. mobile enabled messaging applications such as sms or text message to the customer's last known and used mobile phone number.
- b) All notices, statements, letters and other communication from the Bank may be published in the local daily newspapers or displayed at the Bank's branches and the date on the Bank's copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.
- c) Any communication from the Bank to the Customer as specified in Clause 13a above, including but not limited to any notice given pursuant to these General Terms and Conditions, shall be deemed to have been received by the Customer:
- i. if published in the local daily newspapers or displayed at the Bank's branches, on the date of the publication or communication,
  - ii. If delivered by hand, at the time of delivery,
  - iii. If sent by electronic mail, at the time of transmission (provided that if the date of transmission is not a business day it shall be deemed to have been received at the opening of business on the next business day), and
  - iv. If sent by post then Four (4) days after posting if sent to an address in Kenya and Seven (7) days after posting if sent to an address outside Kenya; and in providing such dispatch by post it shall be sufficient to prove that the communication was properly stamped and addressed.
  - v. if sent by mobile enabled messaging applications; it is deemed to have been effected when the sender receives a delivery receipt.
- d) The Customer agrees to the mode of notification stated above and shall have no claim on the Bank for damage resulting from losses delays misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the Customer, the Bank or any other third party by hand delivery, post, electronic mail, mobile enabled messaging applications or any other means of communication.

### 17. Data Protection

- a) The Customer hereby consents, acknowledges and agrees (by executing this Terms & Conditions) to the collection, use, processing and transfer of personal data as described in the Terms and Conditions;
- b) The Customer confirms and understands that he/she is not obliged to consent to such collection, use, processing and transfer of personal data.
- c) However, the Customer understands that failure to provide such consent may affect the effective operation of his/her Bank Account and/or Debit Card use;
- d) The Customer understands that the Bank may hold certain personal information including the Customer's name, KRA PIN number (or other tax identification number), nationality, job title, for the purpose of managing and administering the Account (herein referred to as the "Data");
- e) The Bank, or its Affiliates who may be located elsewhere throughout may transfer Data amongst themselves:-
- i. as necessary for the purpose of implementation, administration and management of the Account.
  - ii. To assist the Bank in the implementation, administration and management of the Account.
- f) The Customer hereby authorizes these various recipients of Data to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Account, including any required transfer of such Data as may be required for the management of the Account;

The Customer further understands that:-

- i. he/she may, at any time, review Data given and require any necessary amendments to such Data.
- ii. he/she may withdraw the consents to use Data herein by notifying the Bank in writing; however, he/she understands that by withdrawing such consent to use Data, he/she may affect the Bank's ability to effectively manage the Account

### 18. CONFIDENTIALITY AND DISCLOSURE

- a. The Bank may hold and process, by computer or otherwise, any information obtained about the Cardholder

as a consequence of the application for the Card

- b. The Cardholder confirms that the Bank may at any time and from time to time at its sole discretion carry out credit checks with any of the licenced credit reference agencies on the Cardholder and where the Cardholder is a company, on any of the Cardholder's directors.
- c. The Cardholder agrees that the Bank may use the Cardholder's personal data in accordance with the Bank's Privacy Policy as may be updated from time to time, and which is also available upon request or at [www.boakenya.com](http://www.boakenya.com)
- d. The Cardholder agrees that the Bank may disclose any information relevant to the Cardholder and the Facilities in the Bank's possession relating to the Cardholder and its subsidiaries on terms that such recipient is to treat in confidence any confidential information so disclosed to it and further agrees that the Bank may disclose personal data and/or information relating to the Cardholder or any Relevant Party outside the Bank's group whether such personal data and/or information is obtained after Cardholder ceases to be the Bank's customer or during the continuance of the Bank-customer relationship or before such relationship was in contemplation:-
- i. To any local or international law enforcement or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or for fraud prevention purposes or to any other institution or third party as required by the laws of any country and as the Bank may deem necessary;
  - ii. to licensed credit reference agencies or any other creditor for determining the Cardholder's payment history, or if the Cardholder is in breach of its obligations to the Bank and the Cardholder agrees that the Cardholder's payment history may be used by other Banks or institutions in assessing credit applications and for debt tracing;
  - iii. to the Bank's external lawyers, auditors and sub contractors or other persons acting as agents of the Bank;
  - iv. to any person who may assume the Bank's rights under the Application and these Terms and Conditions;
  - v. to any regulatory, fiscal or supervisory authority;
  - vi. if the Bank has a right or duty to disclose or is permitted or compelled to do so by law;
  - vii. any potential assignee of the Bank or other participant in any of its rights and/or obligations in relation to the Borrower's facility including any guarantors, third party pledge or security providers and the Bank's agents; and
  - viii. for purposes of exercising any power, remedy, right, authority or discretion relevant to the Application, the Conditions or the Security following the occurrence of an Event of Default, to any other person or third party as well.
- k. The Cardholder hereby agrees and confirms (i) that the Bank may in its discretion record any telephone conversations between the Cardholder and the Bank made in connection with the Card and (ii) that the cardholder will not object to such recordings being produced in evidence in a court of law.

l. The Cardholder acknowledges and agrees that, notwithstanding the terms of any other agreement between the Cardholder and the Bank, the disclosure by the Bank of information relevant to the Cardholder and the Card in the circumstances contemplated in this clause does not violate any duty owed to the Cardholder either in common law pursuant to any agreement between the Bank and the Cardholder or in the ordinary course of Banking business and the customs, usage and practice related thereto and further that the disclosure as aforesaid may be made without reference to or further authority from the Cardholder and without inquiry by the Bank as the justification or validity of such disclosure.

- m. The Cardholder undertake to maintain strict confidentiality of its ID, Password and PIN and any other information and materials of any nature supplied to it by the Bank in relation to the Service.
- n. The Cardholder agrees to notify its agents, sub-contractors of the provisions of this paragraph and to impose this confidentiality requirement on its agents, employees and/or sub-contractors entering into separate agreements, if necessary.
- o. The Cardholder shall be fully liable to the Bank for any breach of the provisions of this paragraph by itself, its employees, agents and/or sub-contractors

### 19. Cooling Off Period

The Customer hereby acknowledges having received all information on the services and products offered in plain language in order to choose a service/product that fits his/her needs. The Customer has also been made aware of his/her option to:-

- a.) Sign up for the Bank's products and/or services at a later date, to enable him/her carefully consider the suitability of the product and/or service to his/her needs; and
- b.) Terminate the banker customer relationship with the Bank at any time he/she so requires. Any accrued interest, fees and or charges at the date of termination shall however be paid by the Customer.

## 20. Termination

Either party to this Debit Card Terms and Conditions may seek to terminate Debit Card services offered as follows:

- a) The Cardholder may terminate the Debit Card services offered under this Terms and Conditions by written notice to the Bank but such termination shall only be effective upon return to the Bank of all Cards issued for use on the Card Account, and the payment of liabilities of the Cardholder arising as a result of the Debit Card Services settled in full. Until such termination, the Bank may re-issue Cards from time to time for use in accordance with these Terms and Conditions.
- b) Notwithstanding any other provision, all indebtedness shall, at the Bank's option, and without notice or demand being given, be immediately due and payable. The Bank may cancel Debit Card services without notice in the event of:
- i. The death of the Cardholder;
  - ii. Bankruptcy of the Cardholder or failure by the Cardholder to pay any indebtedness hereunder or any other obligation of the Cardholder;
  - iii. The institution of garnishee proceedings, criminal proceedings, bankruptcy proceedings, attachment or execution proceedings involving the Cardholder; and or
  - iv. Closure of the Cardholders account by the Bank and/or customer as an additional point herein.
- c) Without prejudice to the foregoing the Bank may terminate its relationship with or services to the Cardholder without notice where:
- i. The account or service is being used for illegal activity or;
  - ii. Pursuant to a court order or;
  - iii. If the Bank has a right, duty is permitted or compelled to do so by Law.

## 21. SET-OFF

The Bank may upon notice, combine / consolidate the Card Account with any other Cardholder accounts held with the Bank, whether current, loan, savings, deposit, term deposit, joint or any other type of account and thereafter set-off any amount held to the Cardholder's credit against any indebtedness owed to the Bank. The Bank may upon notice to the Cardholder set off any amount held to the Cardholder's credit on the Card Account against any indebtedness the Cardholder owes the Bank. The Bank may upon notice to the Cardholder set off the Card Account against any other account or indebtedness in respect of which the Cardholder is liable, notwithstanding that some other person may also be liable in respect thereof. If the set off is for debt recovery, the Bank will provide the Cardholder with a detailed breakdown of the costs and expenses recovered from the Cardholder.

## 22. Law

- a) These Terms and Conditions shall be constructed and the provision of the Bank of Africa Kenya Limited Debit Card facilities shall be regulated in accordance with the laws of Kenya for the time being in force.
- b) The Cardholder shall be deemed to have read, understood and agreed to be bound by these Conditions upon signing of the Debit Cards Application Form.

## Acceptance of Terms and Conditions Debit Account Application Form

I/We, ..... and ..... another account holder of the account having been duly authorized to execute official documents and to these General Terms and Conditions pursuant to the letter/ Resolution dated ..... (which is attached herewith) hereby confirm that:

- a) I/We have been advised that I/We have the freedom not to enter into a contractual relationship with Bank of Africa Kenya Limited if I/We am not sure of the suitability of the products and or services or if the terms and conditions for the products or services appear onerous to me/use;
- b) I/We have had sufficient time to consider the terms and conditions on the Bank's products and services and I/We have decided that the same are suitable to my/our needs and that I/We am/are able to comply with the terms and conditions for the same;
- c) I/We confirm that the Bank has explained to me that the terms and conditions of the product may be subject to change from time to time;
- d) I/We therefore append my/our signature hereto in acceptance of the terms and conditions of the products and/or services (as may from time to time be amended by the Bank).

I/We have read and understood the contents of these Debit Card Application Form Terms and Conditions and append my/our signature(s) in acceptance thereof.

The signature of .....  
(Customer)