

CO-OPERATIVE BANK

We are you

CO-OPERATIVE BANKING ACCOUNT GENERAL TERMS AND CONDITIONS

The relationship between the Bank and the Customer is governed by the following general terms and conditions and subject to any further agreement in writing except where the said terms and conditions are in conflict with the Laws of Kenya in which case the Laws of Kenya will take precedence. Specific terms shall apply to specific accounts and products or services and are set out in the Customer user request.

Definitions

- "This Agreement" means the agreement between the Bank and the Account holder, the terms of which are these Conditions of use as may be varied from time to time.
- "We", "Our", "Us", "The Bank" means Co-operative Bank of Kenya Limited.
- "Customer", "You", "Your" means any or all persons named on the application form for the Co-operative Bank of Kenya Limited Account, Mobile Banking or Internet Banking Service.
- "Bank Account" means any account maintained by the Bank, which the accountholder(s) is/are entitled to operate, in respect of which the accountholder(s) has/have requested to be able to give transaction instructions.
- "ATM" means Automatic Teller Machines
- "Card" means the Visa Electron debit card issued by the Bank at the request and in the name of the person named upon it for use in connection with debit card facilities provided by the Bank.
- "Cardholder" means any authorised user for whose use the Bank issues a Card.
- "Authorised User" a person nominated to whom the Bank shall have issued a Card.
- "Transaction Instruction" means any instruction given by the customer in connection with use of the account.
- "PIN" means the Personal Identification Number required to gain access via an ATM terminal or Point of Sale terminal to a valid transaction reference.
- "Principal Cardholder" means a person in whose name a Bank account is maintained in relation to the Card.
- "Kenya" means the Republic of Kenya.
- "Terminal" means any automated teller machine or point of sale terminal through which transaction instructions may be given.
- "Account Terms" means the Terms and Conditions of the Account;
- "Business Day" means any day other than a Sunday or public holiday in the Republic of Kenya;
- "Conditions of Use" – means the Terms and Conditions of use which govern the use of the account or services provided by the bank under herein
- "Group" means Co-operative Bank of Kenya Limited and all its subsidiaries;

"Helpline" means any telephone service provided to assist you in using the Co-operative Bank of Kenya Limited Internet Banking Service, details of which are set out in the Online Help facility;

"Instruction" means using the Co-operative Bank of Kenya Limited Account, Mobile Banking or Internet Banking Service to:

- Obtain information relating to the balance and transactions on the Account;
- Instruct Us to transfer money to and from the Account, such transfers being made in accordance with the Online Help facility;
- Use other facilities which we may from time to time incorporate into the Co-operative Bank of Kenya Limited Account, Mobile Banking or Internet Banking Service;
- "Online Help" means the Online Help facility which appears on www.co-opbank.co.ke;
- "Security Details" means:

- The initial Customer PIN which we give you; and
- The Customer PIN, other than the initial Customer PIN; and
- The customer identification (the "Customer ID") which we give you when you first use the Co-operative Bank of Kenya Limited Internet Banking Service;

A "card" which we agree with You;

- Any item of memorable information which we ask You to confirm (that is, place of birth, memorable name, memorable place /address and memorable date); and
- Any other security requirements which we may notify to You;

"Service" means the Co-operative Bank of Kenya Limited Internet Banking Service which enables you to give Instructions to us relating to Your Account by logging on to www.co-opbank.co.ke;

"Website" means www.co-opbank.co.ke;

"Your Equipment" means all such compatible equipment, software and communications lines (including any public communications lines) required by you to properly access the Co-operative Bank of Kenya Limited Mobile Banking or Internet Banking Service.

1. ACCOUNT OPENING GENERAL TERMS AND CONDITIONS

1.1 Customer's Instructions

a) Customer requests the Bank to honour and to debit to his account all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn accepted or made out to him, and to carry out any instruction he may give in connection with his account notwithstanding that any such debiting or carrying out may cause his account to be overdrawn or an overdraft to be increased. Where no overdraft has been agreed or the limit of overdraft agreed has been reached, the Bank may nevertheless refuse to carry out any instructions which would result in there being an overdraft or any overdraft greater than that agreed, as the case may be.

b) The Bank will only accept instructions from you in person or by post, telephone, mobile telephone, fax, or where suitable arrangements have been put in place, by any other way of electronic communication, or as the Bank may advise you from time to time.

c) Before using any instructions by telephone, mobile telephone, fax or other electronic means necessary security procedures for authenticating such instructions must be agreed upon in advance between the Bank and the Customer.

1.2 Authorized Signatories

The Customer will give the Bank in an acceptable form the specimen signature of each and every person authorized to operate the account. Unless otherwise agreed all signatories are entitled to withdraw all or any of the Customer's funds in the account or property or securities held by the Bank from time to time or to open any further account in the Customer's name and to draw any of the Customer's accounts.

1.3 Right of Set-off

a) The Bank may at any time, without notice, set off against any account or indebtedness of the Customer any amount whether current, loan, savings or any other type;

b) The Bank may, upon notice to the Customer, set off his account against any other account or indebtedness in respect of which the Customer is liable, notwithstanding that some other person may also be liable in respect thereof.

1.4 Simultaneous order in excess of funds

Where the Bank receives several orders at approximately the same time the total amount of which exceeds the available assets of or the credit granted to the Customer the Bank may honour the orders in whatever manner it thinks fit within the limit of the funds available.

1.5 Bank Charges and expense Interest

The Bank is entitled to be paid by the Customer and at its own discretion may debit the Customer with:

- Interest
- Commission at such rates and at such time or times as the Bank decides, with discretion to charge different rates for different accounts.

The Bank will update information on changes to interest rates by either putting notices in the Bank's branches and/or newspapers of wide circulation within five (5) working days of the change or advise the Customer within thirty (30) days of the change.

1.5.2 Legal Charges

Advocate and client costs incurred by the Bank in obtaining legal advice in connection with the Customer's accounts and dealings with the Bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of any dealings in respect of the Customer.

1.5.3 Commission

Commission at such rates and at such time or times as the Bank decides, with discretion to charge different rates for different accounts.

1.5.4 Other charges and expenses

In addition the debts authorized by sub-clauses (1.6.1), (1.6.2) and (1.6.3) of this clause, all other expenses and charges including but not limited to ledger fees, disbursements for cheques, postage, cables, telephone calls, taxes, duties, impositions and expenses incurred in complying with the Customer's requests.

1.5 Utility Bills Services

The Bank agrees to make available to the Customer the facility to pay the Customer's utility bills (as applied for by the Customer herein) through the Customer's mobile phone, Internet Banking, the Bank's Automated Teller Machines ("ATMs"), Agents and whether by use of a debit Card, photo card or other card issued to the Customer by the Bank ("the card"), the Customer agrees to be bound by the following terms and conditions:

a) These terms and conditions are additional to, and not exclusive of, the terms and conditions on which the card was issued and on which the card is used by the Customer;

b) The Bank does not warrant that the ATMs or Agent terminals will operate without any interruption and shall not be liable for any interruption of the services or its consequences.

c) The payment of utility bills as applied for herein is thereby included as one of the transaction instructions which the Bank is entitled to give immediate effect to when given by use of the card through ATMs or agents.

d) The Bank shall not be liable for the disconnection of the utility supply to the Customer for any reason whatsoever.

e) The Customer warrants that all the information provided in application form is accurate. Any changes thereto will be notified to the Bank promptly and where necessary a Change of particulars form shall be completed.

f) The Bank will not be liable if payment of any utility bills is not completed by reason partly or wholly of the actions or omissions of the supplier of the utility of the Customer.

g) The Bank will not be liable if payment of any bill is not completed by reasons of equipment or systems failure within the Bank or the utility supplier.

The Bank will debit the Customer's account with such amount as the Bank may from time to time determine in its current rate.

1.7 Payment of Interest on an Account

The rate of interest payable on any account shall be in conformity with the provisions of the Banking Act as may from time to time be amended ("current rate") set to be a minimum of 70% of the quoted Central Bank Rate) and further, the Customer hereby accepts that this rate of interest payable by the Bank is subject to change from time to time. Interest on any account will accrue as determined by the Bank in its absolute discretion and will be credited by the Bank to the relevant account(s) at such a time as the Bank may determine. The Bank will deduct all taxes on interest prior to payment of the net interest to the Customer unless the Bank can pay interest without deducting taxes under existing legislation.

1.8 Fixed Deposit Accounts

TERM DEPOSITS

The Bank may at its sole discretion, allow premature withdrawal of fixed deposits. The Customer accepts that all such premature withdrawals will be subject to levy of penalties and charges, as the Bank may determine, and that these may be subject to change without notice to the Customer.

The term deposit account will not attract interest after the maturity date or if the funds held in the fixed account are recalled before the expiry date.

The Customer shall provide the Bank with clear instructions on disposal of the funds at least seven days prior to account maturity date.

CALL DEPOSITS

Customers will give a notice in writing for his/her wish to uplift the deposit.

1.9 Joint Accounts

a) Each of the individuals constituting the Customer hereby authorizes and empowers the other to endorse or deposit and to deposit with the Bank any and all cheques, notes or other instruments for the payment of money, payable and purporting to belong to either or both of them and should any such instruments be received by the Bank without having been so endorsed then the Bank is hereby authorized to endorse any such instruments on behalf of the account holder(s) to credit to the same account.

b) In the event of the death of any of the individuals constituting the Customer, the surviving individual(s) shall be entitled to dispose of any credit balance, security or property available to the account and remaining unencumbered, freely without limitation.

c) Any overdraft or other obligations incurred on the Account or otherwise shall be the joint and several liability of each and every individual constituting the Customer.

1.10 Minor Accounts

Accounts (referred to as "minors") opened in the name of minors (whether or not jointly with an individual who is not a minor), the Bank shall be entitled to act on the instructions received from the guardian named on the account opening form, irrespective of whether the minor account holder ceases to be a minor until the Bank receives written notice to cease to act on the guardian's instructions

1.11 Borrowing from the Bank

a) The account holder may borrow money from the Bank, by way of overdraft or otherwise, upon such terms as may be agreed with the Bank. The Bank will be entitled to debit all amounts with interest, commission and other banking charges (including legal charges) incurred in connection with any borrowings. Nothing herein constitutes approval of overdraft facility. Any such facilities must be applied for separately in accordance with the Bank's procedures and be expressly approved by the Bank in each case. It is accepted that the provision of any overdraft facility or other accommodation may be granted or refused at the sole discretion of the Bank. Their continuance or withdrawal at any time is also at the Bank's sole discretion.

b) The Bank may make credit reference agency searches and other enquiries when the Customer asks for any borrowing products or if the Customer requests an increase in overdraft or to increase borrowing from the Bank. The Customer hereby authorizes the Bank to share information with any Credit Reference Bureau provided that such information will not be used for credit reference purposes only.

1.12 Responsibility for Borrowing

a) Individual and sole traders are personally liable for any money owed to the Bank.

b) Joint account holders and partnerships are jointly and severally liable for money owed to the Bank, even if one of the account holders has subsequently ceased to be a partner unless there is an agreement between the Bank and the Customer in writing to the contrary.

c) Individuals authorized to give instructions on account of clubs, charitable organisations, churches groups and societies are individually and jointly liable for money owed to the Bank, unless otherwise agreed with the Bank.

d) The signatories to a company's or a corporation's account are not personally liable for money owed by such companies or corporations to the Bank, unless they entered into a separate agreement to this effect with the Bank.

1.13 Interest

If the Bank shall authorize the Customer to borrow from the Bank, by overdraft or otherwise, to such extent and for such period, as the Bank shall in its absolute discretion determine, the Bank will charge interest. The rate or rates of interest will be individually and jointly liable for money owed to the Bank, as may be specified in any agreement between the Bank and the Customer subject to such maximum/minimum rates as may be prescribed by law. Interest on such overdraft account shall be added every month to the principal amount overdraft and shall become an integral part of the indebtedness of the Customer to the Bank. The Customer irrevocably and unconditionally agrees to pay any interest payable at its sole discretion.

The Customer hereby irrevocably and unconditionally waives any rights to demand or claim repayment of any interest paid to the Bank on any overdraft or any other Banking facilities arising in connection with its accounts.

1.14 Errors of Transmissions and Inadequate Execution of order

All payment orders, exchange operations and sales or purchases of stock, bonds or shares in Kenya or elsewhere, undertaken by the Bank for the account of the Customer shall be at the Customer's own expense. Neither the Bank nor any of its agents or correspondents shall be liable for any mutilation, interruption, error or transmission, omission or delay occurring in any transmission medium (including without limitation, cables, airlines, courier services, telex, E-mail text and facsimile systems) however occurring.

1.15 Statement deemed approved if not objected to within 28 days

The contents of any statements of account or statement of any other nature which has been sent by the Bank to the Customer, and in which the Customer has not objected within twenty eight (28) days of receipt thereof, shall be deemed approved by the Customer and shall thereafter be challenged by the Customer on any ground whatsoever whether on account of lack of mandate forgery or inadequate signature or endorsement of cheque, forged alteration thereof or otherwise.

1.16 Delay by Customer in lodging complaints

The Bank is not responsible for any matter unless the Customer has made a written complaint to the Bank as soon as reasonably possible.

1.17 Payment by Third Parties

The Bank may credit the Customer with amounts paid by third parties.

1.18 Deposit of Cheques etc

a) All cheques or other orders for payment of whatsoever nature are accepted for deposit or collection at the risk of the Customer. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the Bank may debit the Customer with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of that cheque or order, together with interest since the date of crediting if the account thereby is overdrawn.

b) Before making any withdrawal, the Customer must allow a sufficient time to elapse after making any deposit (even of cash) in order to enable the Bank to carry out the necessary bookkeeping operations to credit the account. For the purpose of this provision sufficient time shall be deemed to be one complete business day excluding in house cheques.

c) Notwithstanding the provisions of clause 1.19 herein any money credited to the Customer in error must be repaid immediately together with applicable interest upon demand.

1.19 No duty on Bank to protest

The Bank is not liable for any loss or damage suffered by any party if any dishonoured bill is not noted or protested or both. The Bank will debit the Customer with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of such bills if the Customer does not instruct us to do so in reasonable time.

1.20 Repayment of overdrawn accounts

The Bank is entitled to demand the immediate repayment with interest of any account that is overdrawn.

1.21 Lien

a) When the Customer is indebted to the Bank, the Bank has a general lien over all property of the Customer in the Bank's possession, including, but not limited to cash goods securities or valuables deposited for the safe custody or as security, cheques presented for repayment, bills and any other property movable or immovable charged to secure repayment of any money owed by him or that money has been repaid; and also over all property over which by the general law the Customer has lien.

b) Where the Customer is indebted in circumstances giving the Bank a right of set off all securities set out in paragraph (a) hereof are held as security for the debt.

c) The Bank may at any time give the Customer notice in writing that if an accrued debt is not paid within a stated period being not less than 14 days after receipt of the Customer of the notice then the Bank may without further notice realise sufficient of the Customer's assets as to discharge the debt.

d) If the debt is not discharged within the time allowed, the Bank may realise sufficient of the Customer's assets to discharge the debt, and the Customer constitutes the Bank his attorney for the purpose of conducting the sale, giving title to the asset sold and all other necessary matters. Any sum remaining after such a transaction will be held for the Customer subject to these Terms and Conditions.

e) The Bank is under no obligation in respect of any sale under sub-clause (d) other than for malfeasance.

f) Funds in foreign currencies which are subject to the Bank's lien may be set off against debts or realised at the rate of exchange current at the date of set off or realisation. The Bank accepts no liability for any loss caused by exchange fluctuations.

g) Deposits including those held in foreign currencies and for a given period of time may be set off against debts incurred by the Customer in respect of the deposits has been repaid.

1.22 Variation and termination of relationship

The Bank may at any time upon notice to the Customer, terminate or vary its business relationship with the Customer and in particular but without prejudice to the generality of the foregoing the Bank may cancel credit which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine.

The Bank may at any time freeze any account of the Customer and if so long as there is any dispute or the Bank has doubt for any reason (whether or not well founded) as the person or persons entitled to operate the same, without any obligation to initiate interpleader proceedings or to take any step of its own initiative for the determination of such dispute or doubt.

1.23 Cheque books

Cheque books are issued subject to the following conditions:

a) The Customer agrees to look after and use any cheque book and any cheque form with the utmost care.

b) The Customer further agree to ensure:

- That all uncompleted cheque forms are kept in safe custody at all times;
- That the Bank is notified immediately upon discovery by the Customer that any cheque book or any cheque form has been stolen, lost or mislaid;
- That any person preparing the cheques is authorised to do so;
- That any cheque prepared is signed in ink or other indelible writing materials;
- That the amount of any cheque is written as near as possible to the left side of the form to prevent any unauthorised addition of letters or figures;
- That any cheque and any alteration is signed by an authorised signatory;
- That no uncompleted cheque is given to any stranger or other person when the Customer does not have reasonable grounds for believing him to be trustworthy.

c) The Customer is advised that:

- Where possible any completed cheque should be crossed with two distinct lines in order to make the cheque unusable if it is not cashed or if the Bank is notified of its loss;
- If it is known with which Bank the beneficiary of a cheque keeps his account then the name of the Bank should be added to the crossing in order to make the cheque negotiable only through that particular Bank.

1.23.1 Cheques not drawn on Bank's forms in the manner specified

a) On receipt of a written notice from the Customer to stop payment of a cheque, the Bank will record the notice.

b) Upon closure of any account the Customer will return to the Bank any remaining uncompleted cheque forms relating to the account.

1.23.2 Drawing of Cash

The Bank may refuse payment of any cheque not drawn on the Bank's cheque form in the manner specified by the Bank in these Terms and Conditions.

a) The Bank will pay cash to the Customer where the cheque is signed in the presence of the teller by an authorised signatory or by authorised signatories.

b) Where cash cheque is presented not by the Customer but by a third party, the Bank may require confirmation from the Customer or from a representative of the Customer before it makes payment.

Where such cheques are presented by employees or other known agents of the Customer the following steps will be taken:

- The employee or agent will be identified beforehand in a manner acceptable to the Bank.
- A limit on such drawings will be agreed in writing with the Bank and until such limit is agreed, no drawings will be allowed under this paragraph.

d) Where the Customer requests that payments be made under paragraph (b) the Customer indemnifies the Bank in respect of all payments made to the presenter of the cheque whether or not the money was received by the Customer and whether or not the order for payment was in fact the order of the Customer.

1.23.3 Forged Cheques

The Bank shall not be liable in any way to the Customer for having honoured even negligently any cheque the signature or content of which has been forged if:

a) The Customer has facilitated such forgery either by failure to comply with any of the conditions contained in clause 1.23 hereof or by negligence in the original currencies at the Bank's option;

b) There has been a previous forgery of any cheque of the Customer without the Customer having objected to the first statement of account which debited such cheque as provided by Clause 1.15 hereof or

c) An employee, servant, agent, contractor or persons known to the Customer have perpetrated the forgery.

1.24 Securities

At the request of the Customer/s authorized representative, a detailed list of the securities deposited on behalf of the Customer with the Bank or the Customer's Bank, or deposited in the name of the Customer with the Bank's correspondents, will be prepared and supplied to the Customer once a year (or more frequently subject to a fee to be charged at the Bank's discretion).

1.25 Safe Custody Deposits

Article received by the Bank for storage or safe keeping is deposited on the following terms.

a) The article is received by the Bank for the Account of the depositor.

b) The article is received by the Bank at the sole risk of the depositor as regards any damage to or loss of the article through any cause whatsoever including but not limited to moth, vermin, heat or leakage, and the Bank accepts no responsibility for any such damages or loss except in so far as this clause expressly provides to the contrary.

c) The Bank undertakes to exercise reasonable care in looking after the article and in ensuring that no unauthorized person has access thereto; provided that the liability of the Bank for loss or damage of any one article and its contents (if any) attributable to the negligence of the Bank or its employees shall be limited to the sum of KShs. 10,000 unless the Bank has acknowledged in writing after such proof as it may require that such article together with its contents is insured by the depositor.

d) The Bank has a lien over the article and any such article deposited with the Bank for storage or safe-keeping for any outstanding charges payable to the Bank on an account of the services provided by the Bank for the storage or safe keeping of the article or any other such article, and pursuant to that lien the Bank is authorized to open any package or envelope containing the article or any other such article and to exercise in respect of the article or any other such article such rights as the Bank is permitted by these general terms and conditions to exercise over any property over which the Bank has a lien.

e) The Customer will certify that any items/packages deposited do not contain any fire arm or other explosive device.

f) In the event of the death of the depositor, the Bank will release the article to the depositor's personal representative upon production by such personal representatives of a certified copy of the depositor's death certificate and a valid grant of probate or letters of administration, and subject to payment of all outstanding charges due to the Bank in respect of the storage or safekeeping of the article.

1.26 Validity of Document

The Bank is not responsible for the authenticity, validity, regularity or value of documents including but not limited to bills of lading, delivery orders, consignment documents, receipts, warrants and insurance policies.

1.27 Holdings and credit in foreign currency

Subject to all laws and Regulations:

a) The Bank will credit the counter – value of the Customer's holdings in foreign currencies to accounts with its correspondents in various countries of origin;

b) Such accounts are in the Bank's name but are at the Customer's risk, and the Customer accepts responsibility for any ensuing consequences, including but not limited to consequences of legal, fiscal or other measures affecting the accounts;

c) Except in the case of an assignment by the Customer to the Bank, the Customer may dispose of such funds only by means of request for cheques or transfers in the original currencies at the Bank's option;

d) All credits granted in foreign currencies are also subject to this clause

1.28 Accounts in foreign currency

Subject to all laws and Regulations, where an account is in foreign currency, any demand on the Bank for payment from such account is properly met by the Bank issuing a draft or effecting a transfer or making payment in any other manner in foreign currency at the discretion of the Bank.

1.29 Communications

The Bank will obtain and/or give out information regarding your account(s) from any or any institution, individual, or credit bureau on the borrower, co borrower(s), and/or guarantors at any time whether or not there are any loans outstanding with the Bank.

a) All notices statements letters and other communications from the Bank may be sent to the last address given by the Customer, 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 of the contrary.

b) Any written communication from the Bank to the Customer including but not limited to any notice given pursuant to these Terms and Conditions shall be deemed to have been received by the Customer, if delivered then at the date and time of delivery, and if sent by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed.

c) The Customer has no claim on the Bank for damages 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 third party, by delivery, post, fax, telegraph, telephone, telex or any other means of communication.

d) Notices/communications will be deemed to have been received five (5) days from the date of posting.

2. TERMS AND CONDITIONS FOR USE OF DEBIT CARD

2.1. Use of Card

a) A Card is not transferable and may not be used other than by the Cardholder.

b) A Card remains the property of the Bank and must be returned to the Bank upon cancellation.

c) A Card may only be used subject to the terms of this agreement current at the time of use.

d) The Card may only be used during the validity period indicated on the Card.

e) The Card may be used worldwide to withdraw cash from the Automated Teller Machines operated by members of Visa Electron (identified by the logo of VISA and to purchase goods and services from merchants Equipped with the point of Sale Terminals identified by the logo of VISA ELECTRON). All such withdrawals and purchases shall be debited from the Customer's Bank Account at such rate of exchange as may be prescribed by the Bank at the relevant time.

f) In the absence or manifest error, the Bank's records as to any transaction instructions or their consequences. However, shall be conclusive.

g) The Card is neither a credit card, nor a cheque guarantee card and the Cardholder shall not represent the Card as such.

h) The Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by local and international law.

2.2. Safeguarding the Card

a) Cardholder(s) 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.

b) A Cardholder in a joint account will be fully responsible for ensuring that the Personal Identification Number is only known to persons of due authority within the joint account. Subject to this a Cardholder must not disclose his/her PIN to anyone under any circumstances.

c) If a Card is lost or stolen or if a PIN is disclosed to any unauthorised person, the Cardholder(s) must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. The Cardholder(s) must be liable in respect of any transaction instruction given prior to receipt by the Bank of notification of such loss, theft or disclosure.

d) The Cardholder will give the Bank all information as to the circumstances of the loss, theft or misuse of the Card and take all steps deemed necessary by the Bank to assist in the recovery of a missing card. In the event of such loss, theft or misuse being suspected, the Bank may provide the police with any information it considers relevant.

e) If a Card is reported as lost, stolen or liable to misuse, that Card must not subsequently be used but must be returned immediately to the Bank.

2.3. Fees

The Bank shall be entitled to charge and debit from the Cardholder's account such fees as it may, from time to time, notify the Cardholder(s) (including but without limitation a service fee of an amount to be prescribed by the Bank for the use of the Card.

2.4. Additional Cards

A Cardholder wishing to have an additional Card on his/her account must open a joint account and sign mandates authorising the use of the account by the additional Cardholder who must also sign the same mandates.

2.5. Cancellation of Cards

a) The Cardholder(s) may at any time cancel his/her card by returning it to the Bank.

b) The Bank at any time and without notice can cancel and suspend right to use any card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Card, without in any case affecting the principal Cardholder(s) obligations under this agreement which shall continue in force.

c) The Card remains the property of the Bank at all times. On request, the Card must be returned immediately to the Bank and any other person acting for the Bank. The Bank shall notify the Cardholder the particulars of any such other persons.

2.6. Replacement of Cards

If a Cardholder loses or damages his/her card the Bank may at its discretion issue a replacement card as the Cardholder may require at a cost.

2.7. Liability of Cardholders