CREDIT CARD TERMS AND CONDITIONS

HFCB
create great

The terms and conditions set out herein (the "Terms and Conditions") shall be applicable to your Credit card application and Usage.

1.0 Definitions and Interpretation

In these general terms and conditions, unless the context otherwise requires:

a. "Account" means any type of account held by a Customer with HFCB (including without limitation) any account in relation to any advance, deposit, contract, product, dealing or service established and operated between HFCB and the Customer;

b. "Application Form" means HFCB's application form filled and duly signed by the Cardholder in respect to a Credit card;

c. Authorized User" means a person other than the Principal Cardholder nominated under clause 19 to whom HFCB shall have issued a Card;

d. 'you' and 'your' means the primary cardholder or (where appropriate) a supplementary card holder;

e. your Credit Card Facility as your 'Credit Facility';

f. your Credit Facility account as 'your Account';

g. the total debit balance on your Account at any time as 'your Balance';

h. the minimum payment you agree to make each month as 'your Minimum Payment';

i. the latest date each month by which you agree to make your Minimum Payment as your 'Payment date'

j. a transaction using your Credit Facility carried out with your Credit Card as a 'Transaction'.

k. "ATM" means an Automated Teller Machine;

l. "Card holder" means any person for whose use a Card is issued by HFCB;

m. "Card account number" means an Account maintained by HFCB in relation to Credit card;

n. "Card Limit" means the maximum Credit balance permitted to the Card Account as determined by HFCB in its sole discretion and notified to the Principal Card holder;

o. "Card transaction" means any payment made or cash advance obtained by the card, the card number or in any manner authorized by a Cardholder for the Credit to the Card Account;

p. "Charges" means any fees or interest charged on the Card Account;

q. "Due date" means the date printed on the Cardholder's monthly statement by which at least the minimum payment due as set out in the statement must be paid.

r. If the Due Date falls on a weekend or public holiday, payment must be received on or before the preceding Business Day unless otherwise communicated by HFCB. Payments received after the applicable cut-off time specified by HFCB shall be treated as received on the next Business Day.

s. "Statement Date" means the date on which HFCB generates your monthly Credit Card statement. The Statement Date marks the end of a Billing Cycle and is the date on which HFCB calculates the outstanding balance, applicable interest, fees, charges, and the Minimum Payment Due. The Statement Date will remain consistent each month unless otherwise determined by HFCB, and HFCB may vary the Statement Date upon reasonable notice to you.

t. "Grace Period" means the period from the Statement Date to the Due Date during which you may pay the full outstanding balance shown on your statement without incurring interest on eligible retail purchase transactions. The Grace Period will apply only if the full statement balance is paid by the Due Date. Where the full balance is not paid, interest will be charged in accordance with the applicable interest rates and may be applied from the date each transaction was made.The "Grace Period" does not apply to cash advances, balance transfers, instalment plans, fees, or any other transactions as determined by HFCB, for which interest may be charged from the transaction date.

u. "Exchange Rate" means the prevailing spot rate of exchange of the HFCB as conclusively determined by HFCB on the date on which any conversion of currency is to be effected pursuant to these Terms and Conditions.

v. "Minimum amount Due" means the minimum amount payable by you by the Due Date as specified in your monthly statement. This amount will be determined by HFCB and may include a percentage of the outstanding balance, accrued interest, fees, charges, and any overdue amounts. Payment of only the Minimum Payment Due will not clear the full outstanding balance and interest will continue to accrue on the unpaid portion in accordance with the applicable interest rates.

w. "Payment Allocation" means the order in which payments received will be applied to amounts outstanding on your Credit Card Account. Unless otherwise stated, payments will be applied first to fees and charges, then to interest, followed by cash advances, balance transfers, instalment plans, and finally retail purchase transactions, or in such other order as HFCB may determine.

x. "Posting of Payments" means the time at which payments received are credited to your Credit Card Account. HFCB will credit payments on the date of receipt; however, payments made through third-party channels may be subject to processing timelines and delays beyond HFCB's control.

y. "Late Payment" means any failure to pay at least the Minimum Payment Due by the Due Date. In the event of a Late Payment, HFCB may charge late payment fees, apply penalty interest, suspend or restrict use of the Credit Card, and report the default to licensed credit reference bureaus in accordance with applicable law.

z. "Cut-Off Time" means the time specified by HFCB on any Business Day after which payments or transactions will be treated as having been received on the next Business Day.

aa. "Business Day" means any day other than a Saturday, Sunday, or public holiday in the Republic of Kenya on which banks are open for business.

bb. "Principal Card holder" means any person in whose name a Card Account is opened and maintained pursuant to such person's or entity's application for establishment of a Card Account;

cc. "Supplementary Card holder" means a person nominated by a Principal Cardholder;

dd. This Agreement is to be read with the General Terms and Conditions for Account opening which contains important terms and information about using your Card for Transactions.

2.0 Acceptance

This Agreement governs the use of the Credit Card by the Principal Cardholder and any Supplementary Cardholders.

By signing the application form, activating, or using the Card, the Cardholder confirms that they have read, understood, and agree to be bound by these Terms and Conditions.

HFCB may amend these Terms from time to time. The Principal Cardholder will be given at least 30 days' prior notice of any material changes through written communication, SMS, email, or publication on HFCB's website. Continued use of the Card after the effective date of the change constitutes acceptance of the revised Terms.

HFCB may suspend, restrict, or withdraw the Card or access to the credit facility where necessary, including in cases of default, suspected fraud, breach of these Terms, regulatory requirements, or credit risk concerns. Where practicable, HFCB will notify the Cardholder. Immediate action may be taken without prior notice where required for security or regulatory reasons.

Upon suspension or termination, all outstanding amounts remain payable and the Cardholder must immediately stop using the Card.

3.0 The Credit Card

a. HFCB Credit Card allows you to borrow money up to your Credit Limit and, using the credit advanced to you, to make payments at places that accept a credit card as a means of payment and to do certain banking transactions.

b. The Credit Card belongs to HFCB and HFCB or any authorized officer, servant, employee, associate or agent of HFCB may retain the Credit Card, require the Cardholder to return the Credit Card or suspend the use of the Credit Card at any time e if you misuse your card or are in breach of these terms in its absolute discretion and HFCB shall not be liable for any loss suffered by the Credit Cardholder as a result thereof.

c. The Credit Cardholder must take all reasonable precautions to prevent unauthorized use of the Credit Card, including, not allowing anyone else to use the Credit Card.

d. The procedure for reporting and handling lost cards shall be as stipulated under clause 20

e. Notwithstanding the provisions of paragraph c above, the Credit Cardholder must co-operate with any officers, employees or agents of HFCB and/or law enforcement agencies in any efforts to recover the Credit Card if it is lost or stolen.

f. The Credit card is available as gold card and platinum card.

i. The Gold card has below features:

- Pay for goods and services at Point of sale.
- Enables customer to withdraw cash from the ATM Machines,
- Interest Free Period Up to 50 days depending on the transaction date
- Travel Insurance
- Undertake eCommerce transactions
- Contactless card transactions enabled
- Safety and security features
  - The card is PIN and Chip enabled
  - Verified by Visa for secure online transactions
- Card safety controls such as PIN and Limit management are available on HFCB Whizz App and HFCB Whizz online banking platforms

Other card benefits:

- Emergency card replacement
- Cash rewards on select merchants when you pay using your card
- Emergency cash disbursements

ii. The Platinum card has below features:

- Interest Free Period Up to 50 days depending on the transaction date
- Travel Insurance
- Undertake eCommerce transactions
- Contactless card transactions enabled
- Safety and security features
  - The card is PIN and Chip enabled
  - Verified by Visa for secure online transactions
- Card safety controls such as PIN and Limit management are available on HFCB Whizz App and HFCB Whizz online banking platforms

Other card benefits:

- Emergency card replacement
- Cash rewards on select merchants when you pay using your card
- Emergency cash disbursements
- Visa Concierge services
- Access to VIP lounges.
- International emergency services
- Enhanced card transaction limits

HFCB may from time to time, at its discretion, partner and contract with various merchants/agencies to offer features on Credit Cards. All these features would be on a best efforts' basis only, and HFCB does not guarantee or warrant the efficacy, efficiency, usefulness of any of the products or services offered by any service providers/merchants/outlets/agencies. Disputes (if any) will be taken up with the merchant/agency, etc. directly, without involving HFCB.

4.0 The Credit Card

The Card may only be used;

a. in accordance with the terms of this Agreement and within the validity period embossed on the Card.

b. To access the facilities and benefits provided by HFCB in relation to the use of the Card, as may be updated from time to time.

c. HFCB reserves the absolute right to withdraw the Card or deny transaction authorizations without prior notice if the Cardholder violates HFCB policies, applicable laws, or legal orders. HFCB shall not be liable for any such actions, and the Cardholder agrees to indemnify the HFCB against any claims arising from such actions.

d. Within the specified Credit Limit. HFCB may consider any transactions not yet Credited and any authorizations granted for future transactions when determining if the Credit Limit has been exceeded.

e. To obtain cash advances from HFCB or ATMs, subject to a cash advance limit determined by HFCB and notified to the Principal Cardholder from time to time. This cash advance limit forms part of the overall Credit Limit.

f. For retail purchases, contactless payments, balance transfers, wallet and mobile payments, instalment or flexible payments.

g. The Card may be used in digital wallets and payment platforms. The Cardholder is responsible for safeguarding all authentication credentials.

The Card must not be used for:

a. Illegal or restricted transactions

b. Gambling or prohibited sectors where applicable

c. Any activity that violates applicable law.

5.0 The Credit Card

a. HFCB will initially allocate a Personal Identification Number (PIN) to the Credit Cardholder. The Credit Cardholder may select the Credit Cardholder's own PIN (any 4-digit number) if the Credit Cardholder would like to change it, depending on the availability of the proposed number.

b. The security of the PIN is very important and the Credit Cardholder shall not disclose the Credit Cardholder's PIN to anyone. If the Credit Cardholder fails to observe any of the security requirements, the Credit Cardholder may, at the Credit Cardholder's sole risk as to the consequences, incur liability for unauthorized use.

c. As a matter of courtesy, the Credit Cardholder is advised that if the Credit Cardholder chooses his own PIN, he should not select a PIN that is easily identified or identifiable with him, e.g. birth date, car registration number, or repeated numbers etc. The Credit Cardholder should not write or indicate the PIN on the Credit Card or on any other item the Credit Cardholder carries or stores

d. The Cardholder should exercise care to prevent the PIN from being exposed while using it at ATMs or POS terminals. The PIN should be memorized, and any written record of it should be destroyed. The PIN should not be kept in any easily recognizable form or stored with the Card, as this could lead to loss or theft of both the Card and PIN

e. The Cardholder should exercise care to prevent the PIN from being exposed while using it at ATMs or POS terminals. The PIN should be memorized, and any written record of it should be destroyed. The PIN should not be kept in any easily recognizable form or stored with the Card, as this could lead to loss or theft of both the Card and PIN

6.0 Contactless

The Credit Cardholder may use the credit Card in conjunction with the PIN to pay for goods and services by using a card operated machine at retailers or suppliers worldwide who offer this payment facility. The cardholder can also use the card for contactless card transactions.

Contactless refers to technology through which a card with an embedded Radio Frequency Identification (RFID) chip and an antenna transmits payment details wirelessly to a contactless reader connected to a merchant's point-of-sale (POS) terminal.

HFCB cards are enabled with contactless technology which enables cardholders to tap or wave the card on a contactless compliant POS terminal and make a payment. Cardholders may not be required to swipe, sign or enter PIN to complete transactions done using contactless mode.

HFCB will not be liable for any conditions that the merchant or the acquiring bank may impose on the acceptance/ non-acceptance of contactless mode of payment and that cardholder agrees, accepts and acknowledges that the use of this contactless mode feature shall be voluntary by the cardholder and is not mandated by HFCB. HFCB will debit to the Account the amount of any transactions authorized in such ways

7.0 Transaction Authorization and Approval

7.1 Authorization of Transactions

All Credit Card transactions are subject to authorization by HFCB at the time of use. HFCB may approve or decline any transaction based on its internal risk assessment criteria and applicable payment scheme rules.

7.2 Authorization Parameters

HFCB uses automated and manual authorization parameters to determine whether a transaction will be approved or declined. Such parameters may include, but are not limited to:

i. Available Credit Limit.

ii. Transaction amount and frequency.

iii. Merchant category and risk classification.

iv. Geographic location of the transaction.

v. Unusual or suspicious spending patterns.

vi. Account status (including arrears or default).

vii. Fraud monitoring and security triggers.

viii. Compliance with regulatory or sanctions requirements.

ix. Card security controls such as PIN, OTP, CVV, 3D Secure authentication, or biometric verification

HFCB may update or modify such authorization parameters at its discretion in order to manage fraud, credit risk, operational risk, and regulatory compliance.

7.3 Right to Decline Transactions

HFCB reserves the right, at its sole discretion and without prior notice, to decline, suspend, or block any transaction where:

i. The transaction exceeds the available Credit Limit.

ii. The account is overdue or in default.

iii. Fraud or suspicious activity is suspected.

iv. The transaction appears inconsistent with the Cardholder's usual spending behaviour.

v. The transaction breaches applicable law, regulatory requirements, or payment scheme rules.

HFCB shall not be liable for any loss, damage, embarrassment, or inconvenience arising from the refusal of a transaction.

7.4 Temporary Blocks and Security Reviews

HFCB may temporarily block the Credit Card or specific transaction types pending investigation where unusual activity is detected. HFCB may require additional verification before restoring usage.

7.5 System or Network Failures

HFCB shall not be liable where a transaction cannot be processed due to system downtime, telecommunications failure, merchant terminal malfunction, or payment network disruptions beyond HFCB's control.

8.0 The Card Account Terms

a. HFCB will Credit the Card Account for all transactions, charges, and liabilities incurred by the Cardholder. The Principal Cardholder is responsible for repaying all Credited amounts.

b. HFCB will provide monthly Statements detailing the Card Account's balance, transactions, fees, interest, and the Minimum Payment Due.. Any discrepancies must be reported immediately upon receipt. If no inquiries are made within 21 days, the Statement will be considered final accurate record of the account

c. HFCB may provide statements:

- Electronically
- Via mobile banking
- Via email or app

9.0 The Card Account Terms

a. All amounts charged to the Principal Cardholder's account are payable in full within a specified period, known as the Credit Period, as determined by HFCB from time to time. The payment is due on or before the Due Date, which is set from the Statement date. However, as a credit cardholder, the Principal Cardholder may choose to pay the Minimum Payment (a specified percentage of the Card Transactions amount plus the total interest, fees, and other charges due as per the Statement) and carry forward the remaining balance (Revolved Amount) to the next month.

b. Payments may be made through:

- Bank transfers
- Mobile money
- Standing orders
- Direct debit
- Digital banking

c. No interest will be charged on any transactions listed in the Statement if the card holder or the Principal Cardholder pays the entire outstanding balance before or by the Due Date.

d. If the Principal Cardholder pays at least the Minimum Amount by the Due Date, or any partial amount less than the full balance, and chooses to revolve the remaining balance (i.e., the outstanding balance minus the Minimum Amount), interest will be charged on the full outstanding amount up to the date of payment. Thereafter, interest will continue to accrue daily on any unpaid revolved amount. Interest on the revolved amount is charged from the date of the transaction until the date it is fully paid. Even after a monthly Statement is issued, the revolved amount will continue to accumulate interest until full payment is made, resulting in a daily increase in interest beyond what was shown in the Statement.

e. For interest calculation purposes, payments made by the Cardholder will first be applied to interest, fees, and charges, followed by the oldest transaction amounts in descending order.

f. If the Principal Cardholder fails to pay at least the Minimum Payment by the Due Date, a late payment penalty will be applied to the outstanding Minimum Payment at a flat Late Payment Penalty Rate. This penalty will appear on the Statement for the following month, in addition to the interest charged on the outstanding balance.

g. If the Cardholder exceeds the Credit Limit on any day, an over limit fee, calculated as a flat percentage of the maximum amount overdrawn, will be charged and added to the next month's Statement.

h. Payments will be credited to the Principal Cardholder's account once received HFCB. If payment is made by cheque, it will be credited once the cheque is cleared by the issuing bank.

i. Any amount that exceeds the Credit Limit, any arrears, and any Card Transactions made in violation of this agreement will be immediately due in full, regardless of whether HFCB has made a demand for payment.

j. Non-receipt of the Statement by the Principal Cardholder does not relieve the obligation to pay all amounts due on the Card Account

k. At the time of Card issuance, HFCB will provide the Cardholder with details of the applicable Credit Period, Minimum Payment, Interest and Charges. HFCB reserves the right to modify any of these terms or their calculation methods at any time without prior notice. Any changes will be communicated to the Cardholder through the Statement or other appropriate means. It is sufficient for HFCB to provide a copy of the Statement containing the updated information or to indicate how the change was communicated.

l. Card Statements and standing instructions (auto-payments) will be processed on business days according to the product's billing cycle. If the Statement date or standing instruction date falls on a weekend (Saturday or Sunday), a public holiday, or a gazetted bank holiday, processing will occur on the next business day.

10. Charges, interest, fees and rewards

10.1 Charges

The following charges will be applied in relation to the use of the Card;

a. A one-time joining fee upon issuance of the Card

b. An annual subscription fee charged at the time of Card issuance and on each subsequent annual renewal date.

c. Cash advance fee applied to any cash advances Credited to the Card Account.

d. Card replacement fee for lost or damaged cards.

e. Over the limit fees

f. Card replacement fees

g. Foreign currency charges

h. Credit life Insurance fee as percentage of the utilized Credit card limit subject to members aged from 75 to 80 undertaking medicals.

10.2 Interest

Interest will apply to unpaid balances at rates determined by HFCB and disclosed to the Cardholder.

10.3 Cash Advances

Interest on cash advances applies from the transaction date.

10.4 Foreign Currency and Cross-Border Transactions

Transactions in foreign currency will be converted to local currency using applicable exchange rates and may include a foreign currency markup.

10.5 Instalment and Flexible Payment Plans

HFCB may offer instalment or structured repayment plans. Applicable interest and fees will be disclosed at enrolment.

10.6 Rewards and Benefits

HFCB may offer rewards, cashback, or loyalty programmes, which may be amended or withdrawn upon notice.

HFCB will notify the Cardholder of the applicable fees at the time of Card issuance. HFCB reserves the right to revise these charges, including adding or waiving any charges, at any time without prior notice. Any changes will be communicated to the Cardholder through the Statement or other appropriate means. It is sufficient for HFCB to provide a copy of the Statement containing the updated information or to indicate how the change was communicated.

11. Cancellation and Suspension

HFCB may cancel, suspend, or refuse to reissue, renew, or replace any Card with 30 days' notice, without affecting the Principal Cardholder's obligations under the Agreement. HFCB also has sole discretion to limit or withdraw Card usage, including reducing the Credit Limit, and will provide reasons for such actions if required by law. The Card remains the property HFCB, and the Cardholder must return it upon request. The Principal Cardholder is responsible for any costs incurred HFCB in reclaiming a cancelled Card.

12. Termination

Either party may terminate the Agreement. The Principal Cardholder can do so by providing written notice and returning all Cards, along with settling all outstanding liabilities. Until then, HFCB may renew the Cards upon expiry.

HFCB may cancel the Agreement without prior notice if:

- A Cardholder dies,
- A Cardholder becomes insolvent or fails to meet obligations,
- Legal proceedings (garnishment, bankruptcy, etc.) are initiated against the Cardholder, or
- A breach of the Agreement occurs.

All outstanding debt becomes immediately due in such cases, and the Cardholder is responsible for legal fees and expenses incurred by HFCB.

13. Set-Off and Lien

HFCB may, at any time and without prior notice or demand, and notwithstanding any settlement of account or other matter, combine or consolidate any or all of the Cardholder's accounts with HFCB — whether current, deposit, loan, or of any other nature, whether subject to notice or not, and in any currency — held solely or jointly with others, wherever situated. HFCB may set off or transfer any sums standing to the credit of any such account towards the satisfaction of any present or future, actual or contingent, primary or collateral, several or joint obligations or liabilities of the Cardholder to HFCB.

Further, HFCB shall have a lien over all property and assets of the Cardholder that are in the possession of HFCB at any time, whether registered in the name of HFCB, its nominees, or otherwise, and whether held for safe custody or any other purpose.

14. Refunds and Cardholder Claims

Refunds will only be credited to the Card Account once they are verified by HFCB in a manner acceptable to HFCB. Claims made by the Cardholder against third parties cannot be used as a defense or counterclaim against HFCB, and all refunds must be processed through the Card Account.

The Cardholder's rights against HFCB are non-transferable and cannot be assigned to any other party.

The Cardholder is not permitted to return goods or services purchased with the Card in exchange for a cash refund.

15. Responsibility of Service

HFCB will not be held liable for any refusal to accept the Card if the refusal is not directly caused by HFCB or is beyond the HFCB's control.

Any claims, disputes, or set-offs related to sales vouchers, credit vouchers, or transactions involving the Card or Card Account must be resolved directly between the Cardholder and the merchant. These matters do not affect the Cardholder's obligation to HFCB.

HFCB is not responsible for any malfunctions or operational failures of ATMs.

16. Foreign Currency

When using the Card outside the Republic of Kenya, the Cardholder must adhere to all applicable foreign exchange control regulations.

Foreign currency transactions will be billed in Kenyan Shillings on the statement. The payable amount will be converted using the exchange rate applied by Visa, plus a percentage fee on the converted amount. This fee may vary and may not correspond to the exchange rate in effect on the transaction date.

17. Security

It is the Cardholder's responsibility to ensure that any internet transactions are conducted on secure sites.

HFCB is not responsible for any misuse of the Card resulting from the Cardholder sharing their Card number over the internet.

The Card must not be used to fund terrorism, money laundering, fraud, or any other illegal activities.

18. Liability of Indebtedness

The Principal Cardholder is liable to HFCB for all indebtedness incurred by any person authorized by the Cardholder, including all applicable charges and interest.

The Principal Cardholder's liability to HFCB is joint and several with each Authorized User for all indebtedness.

19. Principal Cardholder and Supplementary Cardholder Terms

19.1 Principal Cardholder

The Principal Cardholder is the person in whose name the Credit Card Account is opened and who is solely responsible for the operation and management of the Credit Card Account.

The Principal Cardholder shall:

1. Be responsible for all transactions carried out using the Credit Card Account, including those made by any Supplementary Cardholder(s).
2. Ensure compliance with these Terms and Conditions by all Supplementary Cardholders.
3. Be liable for the full outstanding balance, fees, interest, and charges on the Credit Card Account.
4. Notify HFCB immediately of any loss, theft, misuse, or unauthorised use of any card linked to the Credit Card Account.
5. Ensure timely payment of the Minimum Payment Due and all amounts outstanding by the Due Date.

19.2 Supplementary Cardholder

A Supplementary Cardholder is a person authorised by the Principal Cardholder and approved by HFCB to use a card linked to the Principal Cardholder's Credit Card Account.

19.2.1 Authorisation

The Principal Cardholder may request HFCB to issue one or more Supplementary Cards. HFCB reserves the right to approve or decline such requests.

19.2.2 Credit Limit and Controls

HFCB may:

- Set spending limits for Supplementary Cardholders.
- Restrict or suspend usage.
- Monitor transactions for risk and fraud.

19.2.3 Liability

The Principal Cardholder shall remain fully and unconditionally liable for all transactions, obligations, fees, and charges incurred by any Supplementary Cardholder, whether authorised or unauthorised, until HFCB has received and processed written notice of cancellation of the Supplementary Card. This protects HFCB strongly.

19.2.4 Supplementary Cardholder Obligations

Each Supplementary Cardholder must:

- Comply with these Terms and Conditions.
- Safeguard their card, PIN, and authentication credentials.
- Use the card only for lawful purposes.
- Report loss, theft, or suspected fraud immediately.

19.2.5 Cancellation

The Principal Cardholder may request cancellation of any Supplementary Card at any time. HFCB may also cancel or suspend a Supplementary Card without notice where:

- Fraud or suspicious activity is detected.
- The account is in default.
- There is a breach of these Terms.

19.2.6 Effect of Termination

Cancellation of a Supplementary Card shall not affect the liability of the Principal Cardholder for any outstanding transactions incurred prior to cancellation.

19.2.7 Communication

HFCB may communicate directly with Supplementary Cardholders for operational, fraud, and transaction monitoring purposes. However, all financial and contractual obligations remain with the Principal Cardholder.

19.2.8 Consent

The Principal Cardholder confirms that they have obtained the consent of any Supplementary Cardholder for the collection, processing, and sharing of personal data in accordance with applicable data protection laws.

20. HFCB-Initiated Pre-Approved Credit Card & Credit Card Limit Increase

HFCB may, at its discretion, extend pre-approved Credit card offers to customers who do not currently hold HFCB credit Cards or offer credit limit increases to existing Cardholders (the "Offer"). Eligible customers or Cardholders will be notified via SMS and/or email, provided they have opted to receive marketing communications.

The offer will be available for a period specified by the HFCB. The customer or Cardholder must provide their consent before the offer's expiry date to take advantage of it.

A credit limit increase may not be applied if the Cardholder's credit card account is invalid due to missed payments, a reported lost or stolen card, fraud, or other issues, even if consent was given.

HFCB reserves the right to terminate the offer at any time before the communicated expiry date.

HFCB reserves the right to revise or decline the credit card limit increase (including the method of calculation) or to decline the issuance of a pre-approved Card at its discretion, without prior notice to the Cardholder or customer.

Offers for credit limit increases or pre-approved credit Cards are subject to applicable laws and may not be available where restricted by law.

HFCB is under no obligation to extend the Offer beyond the specified expiry date.

Any disputes related to an offer will be subject to the exclusive jurisdiction of the competent courts or tribunals in Kenya.

HFCB's decision on all matters related to the offer will be final and binding.

21. Decreasing your Credit Limit

You may decrease your Credit Limit at any time by notifying us in writing. The decrease will take effect within 30 days after we receive your notification. We may also decrease your Credit Limit at any time based on the conduct of your account and we will notify you of any such decrease in limit. You agree to reduce your Balance within your new reduced Credit Limit within 30 days after delivery of the notice decreasing your Credit Limit.

22. Cardholder's Indemnification Obligation

In consideration of HFCB issuing the Card to the Cardholder, the Cardholder agrees to indemnify and hold HFCB harmless from any and all actions, claims, demands, proceedings, losses, damages, personal injuries, costs (including legal fees), charges, and expenses that the HFCB may incur, sustain, or suffer as a result of or arising from:

- The provision of the Credit Card facility to the Cardholder;
- HFCB actions or omissions made in good faith based on the Cardholder's instructions;
- The Cardholder's negligence, errors, or misconduct (whether direct or indirect);
- Any breach or non-compliance with these terms and conditions;
- Fraud or dishonesty related to any Transaction by the Cardholder or their employees;
- Any malfunction or failure of ATM/POS machines, websites, or other mechanical or system errors;
- The collection of all amounts due from the Cardholder, including applicable costs, charges, and fees;
- Loss or misplacement of the Card or PIN during courier delivery or in transit;
- The Cardholder also agrees to indemnify HFCB against all actions, claims, costs, charges, and expenses arising from any non-compliance with applicable laws, rules, and regulations.
- Failure to safeguard the Card, PIN, OTP, passwords, devices, or authentication credentials;
- Any breach of applicable laws, payment scheme rules, or these Terms;
- Any claim brought against HFCB arising from the Cardholder's use of the Credit Card.

This indemnity shall survive termination of the Credit Card Account.

23. Exclusion of Liability of HFCB

HFCB shall not be liable to the Cardholder for any actions, claims, demands, proceedings, losses, damages, personal injury (including any actual or perceived loss of reputation, defamation, or similar concerns), costs, charges, or expenses arising directly or indirectly from:

- Any use of the Card and/or PIN;
- The refusal of any person or Merchant Establishment to honor or accept the Card.
- Any ATMs/ POS terminals/website that malfunctions or is otherwise out of order, and whether resulting in such terminal not accepting the Card and/or PIN or otherwise;

- Misuse or fraudulent use of the Card by any individual, including the Cardholder;
- Surrender or cancellation of the Card;
- The Cardholder handing over the Card to anyone other than the designated HFCB employees at HFCB's premises;
- HFCB exercise of its right to demand and procure the surrender of the Card before its stated expiry date, whether this demand and surrender is made or procured by HFCB or another person;
- HFCB decision to terminate any Card;
- Repossession, cancellation of the Card, or request for its return;
- Any misstatement, misrepresentation, error, or omission in details disclosed to or by HFCB;
- Decline of Card or PIN processing due to exceeding foreign exchange entitlements as prescribed by applicable laws, rules, or regulations, or if HFCB becomes aware that the Cardholder has exceeded entitlements, and compliance with law leading to the decline of Card processing;
- Communications sent by any means, including facsimile machines, the Internet, ATMs, POS terminals, or any other public or private communication method that may not be encrypted, which could involve unauthorized alteration or use;
- Termination, suspension, blocking, or declining of the Card's use and/or access to funds, including when it is necessary to determine rightful use or comply with applicable laws, rules, regulations, or directives from any appropriate authority.

24. Card Loss Or Theft or Compromised Card

24.1 Immediate Notification

The Cardholder must immediately notify HFCB upon becoming aware that the Credit Card has been lost, stolen, misplaced, retained by an ATM, or compromised in any manner. Notification to HFCB to block the card may be made through:

- HFCB's 24-hour customer contact centre on directly at +254 0709 438888;
- Mobile or internet banking;
- Written notice at a branch; or
- Any other channel specified by HFCB.

Failure to notify promptly may increase the Cardholder's liability.

Until the HFCB receives notification to block the Card, or until the Cardholder blocks it via the mobile app or online banking platform, the Principal Cardholder remains liable for any misuse of the Card.

The Cardholder must provide HFCB with all available information regarding the circumstances of the loss, theft, misuse of the Card, or disclosure of the PIN, and take any necessary steps to assist in the recovery of the missing Card. If the Card is reported as lost or stolen and is later found, it must not be used and should be returned to the nearest HFCB Bank branch. HFCB may also provide relevant information to the police if needed.

24.2 Blocking of Card

Upon receipt of notification, HFCB shall promptly block the Credit Card to prevent further transactions. HFCB may also block the Card where it suspects fraud or suspicious activity, even without prior notification from the Cardholder.

24.3 Investigation and Verification

HFCB may require the Cardholder to:

- Provide written confirmation of the loss;
- Complete a dispute or fraud declaration form;
- Provide identification documents;
- Report the matter to law enforcement where necessary.

HFCB will investigate in accordance with applicable law and payment scheme rules.

24.4 Liability Prior to Notification

The Cardholder shall be liable for unauthorised transactions occurring prior to notification of loss or theft, except where such transactions resulted from:

- A security system failure attributable to HFCB;
- A breach of security within HFCB's systems;
- Fraud or negligence on the part of HFCB or its agents.

24.5 Replacement Card

HFCB may issue a replacement Card subject to applicable fees. The replacement Card may carry a new card number and security credentials.

24.6 Recovery of Card

If a lost or stolen Card is subsequently recovered, the Cardholder must not use it and must destroy it immediately by cutting through the chip and magnetic strip.

24.7 Disputed Transactions and Chargebacks

Where the Cardholder disputes unauthorised transactions, HFCB will initiate a chargeback process in accordance with applicable payment scheme rules (e.g., Visa or Mastercard).

Provisional credit may be granted at HFCB's discretion pending investigation. If the dispute is resolved against the Cardholder, HFCB reserves the right to reverse any provisional credit granted.

24.8 Disputed Transactions and Chargebacks

The Cardholder must report any disputed transaction within [X] days from the Statement Date on which the transaction appears. Failure to report within this timeframe may affect HFCB's ability to recover funds through the payment scheme process.

25. Digital Wallet & Credential Compromise

Where the Credit Card is registered on a digital wallet or electronic device, loss of the device must be reported immediately. HFCB may suspend or deactivate tokenised card credentials associated with the device.

26. Termination and Cancellation

Where the Credit Card is registered on a digital wallet or electronic device, loss of the device must be reported immediately. HFCB may suspend or deactivate tokenised card credentials associated with the device.

Action by the HFCB

The HFCB may, at any time and without prior notice to the Cardholder, where in the HFCB's opinion circumstances so warrant:

- Cancel or suspend the Cardholder's right to use the credit card or close the account linked to the credit card;
- Decline to authorise any credit card transaction; or
- Decline to re-issue, renew, or replace the credit card.

Termination by the Cardholder

The Cardholder may at any time close the account linked to the credit card by providing written notice to HFCB.

The Cardholder may also terminate the use of a supplementary or additional card at any time by giving written notice to HFCB.

Consequences of Termination

Upon termination by either the HFCB or the Cardholder:

- The Cardholder and any supplementary or additional cardholder shall immediately cease to use, and shall not be entitled to use, the credit card or any associated benefits;
- The Cardholder shall ensure that all credit cards, including any supplementary or additional cards, are returned to the nearest branch of the HFCB for cancellation;
- All outstanding amounts owed to the HFCB in connection with the credit card facility, including any supplementary or additional cards, together with any accrued interest and charges, shall become immediately due and payable; and
- The Cardholder and any supplementary or additional cardholder shall remain liable for all transactions effected using the credit card or any supplementary or additional card not returned to HFCB following termination.

27. Cardholder Death, Bankruptcy, or Insolvency

A. In the event of the Cardholder's death, bankruptcy, or insolvency, all obligations of the Cardholder under this Agreement shall remain in full force and effect until they are duly discharged.

B. Death of the Cardholder:

- HFCB shall submit a claim to the relevant insurance company to recover any outstanding amounts under the insured credit limit.
- Any amounts exceeding the insured credit limit shall be payable in full from the estate of the deceased Cardholder.
- Any additional or supplementary cardholders shall immediately cease to have the right to use the Card and must return it to the Card Centre or the nearest branch of HFCB.
- The deceased Cardholder's Card must also be returned immediately to the Card Centre or the nearest branch of HFCB.

C. Insolvency of a Corporate Cardholder:

- In the event of insolvency of a body corporate holding a corporate credit card, HFCB shall be entitled to recover any outstanding liabilities under this Agreement.
- Such liabilities shall be recoverable jointly and severally from the individual corporate Cardholders, acknowledging that both the corporate body and the individual corporate Cardholders are fully liable for any amounts incurred on the corporate Card(s).

28. Use of the Card and International Transactions

1. The use of the Card is subject to the terms and conditions of the relevant international card payment service providers. By using the Card, the Cardholder is deemed to have accepted and agreed to comply with these terms, as may be communicated by HFCB from time to time.
2. Any charges imposed by Visa International in relation to the Cardholder's foreign currency transactions shall be debited to the Cardholder's Card Account. Foreign currency transactions, including associated charges, shall be converted into Kenya Shillings at the Visa International exchange rate applicable on the date payment is received. Any exchange rate fluctuations or risks shall be borne by the Cardholder and debited to the Card Account.
3. To facilitate acceptance and processing of transactions, information relating to the Cardholder's Card Account may be shared confidentially within the Visa network. The Cardholder hereby expressly consents to such sharing of information.

29. Notices and Communications

All notices, statements, letters, and other communications from HFCB may be sent to the Cardholder's last known postal address, email, or facsimile number. In the absence of proof to the contrary, the date recorded on HFCB's copy of any such communication shall be deemed to be the date of dispatch. It is the responsibility of the Cardholder to promptly notify HFCB of any changes to their contact information.

Any written communication from HFCB, including notices given under these Terms and Conditions, shall be deemed received:

- On the date and time of delivery if personally delivered; or
- Seven (7) days from the date of posting if sent by mail; or
- By the next working day if sent by email or facsimile, provided it was correctly addressed and, where applicable, properly stamped.

The Cardholder acknowledges that HFCB shall not be liable for any losses, delays, misunderstandings, mutilations, duplications, or other irregularities arising from the transmission of any communication to or from the Cardholder, HFCB, or any third party, whether by post, delivery, fax, telegraph, telephone, telex, or any other means.

30. Complaints & Dispute Resolution

HFCB is not responsible for any matter unless the Customer has made a complaint to HFCB. If the Customer has a concern or complaint about any of HFCB's products or services, the Customer may lodge a complaint by:

- Visiting the nearest HFCB branch; or
- Calling our contact centre on +254 0709 438888; or
- Emailing us on: customer.service@hfcb.co.ke; or
- Reaching the HFCB through any of our social media pages

31. Data Protection and Privacy

HFCB shall process the Cardholder's personal data in accordance with the applicable data protection laws of Kenya and HFCB's Data Privacy Statement as published on its website and as updated from time to time.

The Cardholder acknowledges that personal data may be processed for purposes related to the administration, management, and operation of the Credit Card facility.

Where required by law, specific consent for certain categories of data processing shall be obtained separately.

32. Disclosures

The Cardholder acknowledges and consents that information relating to their use and performance of the credit card facility may, in accordance with applicable law and regulatory requirements, be disclosed to other banks and financial institutions as well as to duly licensed Credit Reference Bureaus.

The approval of a Card application is based on the absence of negative reports concerning the Cardholder's creditworthiness. HFCB may report any delinquencies or withdrawal of the Cardholder's Card facility to other banks or financial entities.

If HFCB receives adverse reports related to the Cardholder's creditworthiness or that of their family members, HFCB may cancel the Card after providing a written notice. Upon cancellation, the Cardholder must immediately pay the entire outstanding balance associated with the Card, including any charges incurred but not yet billed. HFCB Bank is not obligated to disclose the names of HFCBs or financial entities from which it received information or to which it has disclosed information.

I/We ____ authorize HFCB to collect, verify, process and disclose personal and corporate information relating to me/us and, where applicable, our directors, shareholders, beneficial owners and authorized signatories for the purposes of Know Your Customer (KYC) checks, customer due diligence, fraud prevention, credit assessment and compliance with applicable legal and regulatory requirements, including applicable data protection laws.

HFCB may obtain such information from, and share such information with, regulators, credit reference agencies, public registries, and authorized third-party service providers engaged by HFCB, including those located in other jurisdictions, to conduct identity verification, due diligence, compliance screening, and risk management processes.