

Plan Smarter. Live Better.

ATM APPLICATION FORM

Branch Name: Date:

Account Name:

Account Number:

APPLICANTS DETAILS

Name as per ID:

ID: Mobile Phone:

No:

P.O. BOX: Postal Code: City:

Email address:

If Joint Account, complete details below for a supplementary card (for either to sign)

Name as per ID:

ID: Mobile Phone No:

No:

P.O. BOX: Postal Code: City:

Email address:

SERVICE REQUIRED (PLEASE TICK AS APPROPRIATE)

New Card Card Replacement

REASON FOR REPLACEMENT: SELECT APPROPRIATELY

ATM Card Lost/Stolen PIN Forgotten

Expired Card Card Damaged/Cannot be read

Name wrongly spelt other (specify) _____

DECLARATION BY APPLICANT(S)

I/We hereby apply for a Debit Card to be issued to me/us (subject to the Sacco's conditions issued and/or revised from time to time); I agree to be bound by the Terms and Conditions for use of ATM Card(s) and PIN.

1. Name: _____ Signature: _____ Date:

2. Name: _____ Signature: _____ Date:

FOR OFFICIAL USE ONLY

Confirmed by: _____ Signature: _____ Date: _____

Checked by: _____ Signature: _____ Date: _____

Approved by (Head Office): _____ Signature: _____ Date: _____



TERMS AND CONDITIONS

In consideration of Amica Savings & Credit pursuant to my/our request making available to me/us an Amica Savings & Credit ATM Card I/We agree to be bound by the following Terms and Conditions:

1. DEFINITIONS

"Account" means in relation to a Cardholder(s) any account maintained with the Sacco, either solely in the name of the Cardholder or jointly with other account holders.

"ATM" means Automated Teller Machine being a computer terminal that processes certain transactions.

"Agreement" means an application between the Sacco at the request of the Cardholder and defines rules together with all payment instructions, letters or notices given.

"Card" means Debit Card issued by the Sacco at the request of the Cardholder;

"Cardholder" means a person to whom a Card has been issued and whose name appears on it and who agrees to be bound by these Terms and conditions as varied by the Sacco from time to time,

"Merchant" means an establishment wherever located which accepts the card;

"PIN" means in relation to a Cardholder, the personal identification number required to gain access to the Account to give effect to a Transaction instruction;

"Sacco" means Amica Savings & Credit together with its successor and assigns;

"Shared Network Partner" means any entity that the Sacco enters into an agreement with which allows Cardholders of the Sacco to effect Transactions on terminals owned by or affiliated to the entity;

"Transaction" means any permissible instructions given by a cardholder using debit card directly or indirectly to Amica Sacco to effect permissible actions in relation to the account e.g. cash withdrawals, cash deposits, payments at point of sale etc.

2. USE OF CARD

- a) The cardholder must sign the card as soon as it is received. The card will only be valid for the period indicated on the card and upon expiry it shall be renewed at a fee.
- b) A Card is not transferable and may not be used other than by the Cardholder.
- c) The card will be used to withdraw cash and access other services at ATMs and merchant locations operated by other members as identified with Visa/ Master card logo to purchase goods and services both in and outside Kenya.
- d) All such withdrawals and purchases shall be debited from the customer's account as such rates of the relevant time.
- e) Amica Sacco shall under no liability whatsoever in respect to any loss or damage arising directly or indirectly out of the decline of authorization for any transaction on the account holder having exceeded entitlements for any merchant as prescribed from time to time.
- f) We will convert all transactions on the account into shillings using the exchange rate and a percentage commission on the amount of transaction. Please note the exchange rate may not be the same as the rate of the date of transaction.
- g) Card transaction shall be evidenced by a voucher signed issued by the merchant and duly authorized by you using a PIN or signature. You shall enter your PIN or append your signature when using your card but failure to do so shall not relieve you of your duties or liability from any card transaction effected by the Sacco for your account using your card.
- h) The cardholder confirms in particular to have considered all charges levied by the Sacco and found them to be fair, reasonable and necessary to enable the Sacco to continue affording the card facility to him/her and shall not dispute any claim by the Sacco against him/her on grounds that the charges charged by the Sacco are unfair or unreasonable under any circumstances.
- i) The card should not under any circumstances be used for any unlawful purpose(s) including the purchase of goods and or services prohibited under Kenyan Law.
- j) The use of the Card is subject to the rules and regulations of the Shared Network Partners including VISA.

3. CANCELLATION OR REPLACEMENT OF CARDS

- a) A Card remains the property of the Sacco and upon cancellation must be surrendered on demand to the Sacco. The Cardholder may at any time cancel the Card by returning it to the Sacco.

- b) The Sacco shall be entitled to block or cancel the Card at its discretion upon issuance of a 14 days' notice to the Card holder, which notice shall be issued either by posting to the Cardholder's address last notified in writing to the Sacco or by electronic mail to the Cardholder's e-mail address as indicated on the Card application form or the Account opening form. The notice shall be deemed to have been served upon the Cardholder 7 days after the date of posting or 4 days after the date of sending the e-mail as the case may be.
- c) The Cardholder must not use or attempt to use the card after any notification of cancellation or withdrawal has been given.
- d) After blocking the Card it cannot be used by the Cardholder again even if the Card is later recovered.
- e) The Sacco may at its discretion issue a replacement card at the Cardholder's cost if the Cardholder loses the Card, if the term of the Card expires or if the Sacco so requires.

4. FEES

- a) In respect to each card, the Sacco shall be entitled to charge and debit from the Customer's Sacco Account such fees as it may be prescribed from time to time including all applicable taxes.
- b) The costs, charges and fees include withdrawal fee and currency conversion rate and could include further/additional costs/charges/fees as required by third parties.

5. LIABILITY OF CARDHOLDER

- a) Amica Sacco shall not be liable in any way if a third part does not honor the card.
- b) The Sacco shall not be liable if it is unable to perform its obligations under this agreement due directly or indirectly to the failure of any machine, data processing system, transmission link, industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, fires, civil disturbances, government regulations and directions, fraudulent activity, terrorist action or anything outside its direct control or that of its agents or subcontractors.

6. INDEMNITY

A cardholder (and in case of a card issued in respect of a Joint Account holders jointly and severally) shall be liable to indemnify the Sacco (on a full and unqualified indemnity basis) in respect of any and all expenses incurred by the Sacco in enforcing or attempting to enforce these Terms and Conditions or the recovery of any amounts due from a Cardholder to the Sacco including all legal fees and court filing fees and disbursements.

7. CIRCUMSTANCES BEYOND THE CONTROL OF THE SACCO

- a) The Sacco shall bear no liability to perform its obligations with regard to the terminal operations due to anything whatsoever outside the control of the Sacco.
- b) A Cardholder (and in case of a Card issued in respect of joint Account holders) shall not hold the Sacco liable, responsible or accountable in any way whatsoever for any loss, injury or damage howsoever arising out of the use of any terminal including inability to make a cash withdrawal due to lack of funds at the ATM where the transaction is being processed.

8. AMENDMENT

These Terms and Conditions may be amended or replaced at any time without prior notice. The Sacco shall notify the cardholder of any changes made to these conditions as soon as reasonably practicable but failure to make such notification shall not invalidate the changes.

9. LAW

These Terms and Conditions and all matters arising out of the issue and use of the card are subject to the laws of the republic of Kenya and the parties submit to the exclusive jurisdiction of the Kenya courts of law.

I/ We confirm that I/ We have read and understood all the above Terms and Conditions and agree to be bound by them.

Customer
 Name:.....Signature:.....
 Customer
 Name:.....Signature:.....