

BARCLAYCARD TERMS AND CONDITIONS FOR KENYA

1. Definitions

In this document, the words and phrases have the meanings shown next to them.

- 1.1. Account/your account - the card account we keep to record your card transactions.
- 1.2. Additional cardholder - any person you have asked us to give a card to so that they may use your account.
- 1.3. ATM - automated teller machine.
- 1.4. Barclays, the Bank, we, our, us - Barclays Bank of Kenya Ltd. Barclaycard Centre, Bishops Gate, Ground Floor, 5th Ngong' Avenue, P.O. Box 70292 – 00400 Tom Mboya St, Nairobi, Kenya and/or any business or other person we transfer any or all of our rights and responsibilities to under this Agreement.
- 1.5. Barclays Group – us, our parent company and any companies we or our parent company totally or partly own at any time.
- 1.6. Card or cards - any Barclaycard we give you or an additional cardholder to use with the account.
- 1.7. Cardholder – any person properly issued with a card or cards.
- 1.8. Cash advance - cash or travellers' cheques obtained using the card or card number.
- 1.9. Charges - any fees or interest charged on your account.
- 1.10. Credit limit - the most we allow you to owe us on the account at any time.
- 1.11. Credit Shield Insurance - insurance cover the Bank places with an insurer to cover outstanding credit card debts in the event of your death or permanent and total disability while you are a cardholder.
- 1.12. Credit Shield Insurance premium - the cost to the Bank of the Credit Shield Insurance that is payable by you.
- 1.13. Easy Instalment Plan facility – the Easy Instalment Plan facility enables you to make a high value purchase and to repay to us the value of the purchase in equal monthly Instalments.
- 1.14. Eligible Purchases - any purchases that you or an additional cardholder makes using your Barclaycard excluding Excluded Transactions.
- 1.15. Eligible Redemptions - any purchases that you or a supplementary cardholder makes from Redemption Partners.
- 1.16. Excluded Transactions – transactions which are not eligible for earning SWAIPA points.
- 1.17. Interest - the interest charge applied on your account as advised from time to time.
- 1.18. Kenya – Republic of Kenya
- 1.19. Loan on Phone facility – a facility that enables us to provide to you on your verbal request a certain amount of cash by a credit to your current account held with us or with any other Bank against the credit limit on your card.
- 1.20. Minimum Payment - the minimal amount payable to us each month.
- 1.21. Payment Date or due date - the date given on your statement by which you must make a payment.
- 1.22. Payment - amounts you pay us to reduce the amount due and owing to us.
- 1.23. PIN - your personal identification number. This will either be the number we give you or the number you choose.
- 1.24. Posting Date - the date that a purchase, cash advance or payment is recorded on your account.
- 1.25. Redemption Partners - outlets as communicated by the Bank that a cardholder can make purchases using their SWAIPA Points
- 1.26. Reward Points - either SWAIPA Points or World Miles earned on eligible purchases by Barclaycard holders
- 1.27. Shilling - the shilling is the currency of Kenya.
- 1.28. Statement Balance - the amount, including interest, due and owing to us on the statement date.
- 1.29. Statement Date – the monthly date on which a statement is generated.
- 1.30. Subscription Fee - the fee we charge you when your account is opened and on each subscription date.
- 1.31. This Agreement - the credit agreement you have signed, the Barclaycard conditions of use and any changes made to those conditions from time to time.

- 1.32.Transaction - any purchase made or cash advance obtained by you or an additional cardholder using the card or card number.
- 1.33.Transaction Date - the date on which you carry out a transaction.
- 1.34.Vouchers - reward vouchers issued to you by Barclaycard when you redeem your SWAIPA Points which can then be redeemed with a Redemption Partner
- 1.35.World Mile Redemption - redemption for air tickets, Hotel stays or Car rentals redeemed from a Redemption Partner.
- 1.36.You, your - the person who signed this Agreement.
- 1.37>Your information - personal and financial information we (a) obtain from you or from any third parties such as credit reference agencies or other organisations when you apply for a card or any other product or service or which you or they give us from time to time or (b) learn from the way you use and manage your account and from the transactions you make such as the date, amount, currency and the name and type of supplier (e.g. supermarket services, medical services, retail services).

2. Using the card

- 2.1 You must sign your card as soon as you receive it and follow any instructions that we give you about using cards and keeping it safe. You must also ensure that any additional cardholder follows the same instructions.
- 2.2 You and any additional cardholder can use the card for transactions up to the credit limit (and for any other use that we allow) provided however that the amount of cash advance and Loan on Phone will be limited to a maximum of a percentage of your credit limit as we may decide from time to time. When deciding whether you have gone over the credit limit we can include the amount of any transaction we have approved but have not yet put on the account.
- 2.3 We will convert all transactions on the account into shillings using the exchange rate and a percentage commission on the amount of the transaction. Please note that the exchange rate we use will be determined by us and may or may not be the same as the rate on the transaction date as conversion may take place at a later date.
- 2.4 We will give you replacement cards from time to time. A replacement card will either be the same as your existing card or another card that you are then eligible for and which is covered by this Agreement.
- 2.5 The cards remain our property at all times. We can ask you to return them to us and we can ask others to hold on to them for us at any time.
- 2.6 Card transactions shall be evidenced by a voucher issued by the merchant and duly signed by you.
- 2.7 Failure to sign a voucher shall not relieve you from liability for any card transaction effected by us for your account through use of the card. Any voucher bearing the imprint of the card shall entitle us to effect the card transaction, whether or not you have signed it.

3. Credit limit

Depending on your account history we will review your credit limit on an ongoing basis and communicate with you accordingly. Signing the application form means you consent to any increase or decrease in your credit limit.

4. Charges

The following charges are payable in respect of the use of the card and shall be determined by the Bank and notified to the principal cardholder from time to time. Initially they will be the figures appearing in this clause.

- A one-off joining fee which is debited to your account on opening.
- An annual subscription fee after the initial subscription period lapses for each year or part of a year charged in advance in respect of each card issued on your account.
- A handling charge on the amount of any cash advance debited to the card account.
- A conversion fee will be levied for all foreign currency transactions.
- A late payment fee, if you do not make the minimum payment by the payment date.
- An excess fee if you exceed your credit limit.

5. Repayments and interest

5.1 Each month you must make a minimum payment. The minimum payment must be received by us in cleared funds on or before the payment date. Please note, payments can take up to three days to clear.

5.2 If you pay the statement balance on or before the payment date, we will only charge you interest on any cash advance transactions. Interest will be charged on all cash advance transactions from the posting date.

5.3 If you do not pay the statement balance in full on or before the payment date, we will charge interest on the outstanding balance from the posting date and add it to your account on the next statement date.

5.4 You must pay us immediately (and in full):

- any late minimum payments
- any amount you have spent over your credit limit
- the amount of any transaction which in breach of this Agreement.

5.5 Subject to legal requirements, we can and may ask for all amounts unpaid under this Agreement to be paid immediately and in full if:

- you are in breach of this Agreement;
- in the event you are deceased;
- a judgement is taken against you, whether by default or otherwise.
- a certain event occurs which in our opinion will have an adverse effect on your ability to make payments under this Agreement.

5.6 If you have not made the minimum payment by the due date a late payment charge shall be levied in addition to interest charged on the balance carried forward.

6. Statements

6.1 We will send you a monthly statement showing your payments, and all amounts you have spent and/or accrued on your account since the last statement.

6.2 Non-receipt of the statement by you will not discharge your obligation to pay all amounts due on your card account.

7. Barclaycard SMS and E-Mail Service Solution (the “Services”)

7.1 Upon receipt of your current and updated information, we will provide the Services through your mobile phone and/or to your email address. To access the Services you must be a subscriber of a mobile service provider which the Bank has an agreement for the provision of the Services and you must have a valid email address

7.2 By signing the application form you consent to us sending you statements and other information by email or by SMS and agree to unconditionally indemnify us and to keep us indemnified, and held harmless at all times from and against any and all claims, demands, actions, proceedings whatsoever and from and against any and all damages, costs, expenses, liabilities and losses whatsoever which we may at any time suffer, incur or sustain by reason of your use of the Services or availing information to you using the Services.

7.3 We will ensure as far as possible that any information supplied to you through the Services is accurate.

Inaccurate information and/or errors in transmission or non-receipt of the statements or other information is at your own risk and we will not be liable or be held responsible for any loss, damage or expense that may result from any such errors.

7.4 You agree that the Services may be discontinued by us at our sole discretion and at any time without prior notice to you. We may also suspend the Services temporarily, without any notice to you, for upgrade, expansion, maintenance and repair activities, or for any emergency reason as deemed necessary.

7.5 The Services are only available to the primary Barclaycard holders.

7.6 The Services will only be provided through the mobile service provider(s) and/or email address which, the Bank at its sole discretion, may determine from time to time.

7.7 The processing of your updated information and the subsequent registration for the Services will be done within 5 working days of submitting the said information.

7.8 You must notify us of any changes in your contacts, mobile telephone number, email address, postal address and any other information that may affect your ability to access the Services. We will not be held liable for sending information to the mobile telephone number and/or email address as provided to us by you and contained in our records at any given time.

7.9 It is your sole responsibility to familiarize yourself with the operating procedures for the Services as will be provided by us upon your registration for the Services. We will not be liable for any losses incurred as a result of your errors of commission and/or omission.

7.10 You agree and undertake to be bound by and to comply with all of the procedures for using the Services as may be issued by us from time to time. We will not be bound by or obliged to take any action on any instructions which do not properly comply with the procedures and we may reject such non-compliant Instructions.

7.11 We will provide you with a Personal Identification Number (PIN) to access the Services. You must keep this PIN secret and not disclose it. You must take all reasonable care to prevent unauthorized or fraudulent use of the Services as we will not be held liable for any losses arising from the unauthorized use of your PIN.

7.12 The Provision of the Services is subject to the availability of the mobile telephony and/or internet connectivity. We will not be held liable for non-delivery or delay in delivery or wrongful delivery of the Services, as a result of the failure of the mobile telephony and/or internet connectivity.

7.13 You agree that we shall not be held liable for any disputes that may arise between you and your mobile and/or internet service provider.

7.14 The Services will only be available in geographical regions where the chosen mobile and/or internet service provider(s) provide (s) connectivity.

7.15 You undertake to keep your SIM card, cell phone, laptop, desktop and/or tablet safely. You must not leave your mobile phone, laptop, desktop and/or tablet unattended or permit any person access to your mobile phone in such a manner that he may use it and/or the Services, whether with or without your consent.

7.16 You must notify us immediately of theft or loss of your mobile phone/SIM Card/laptop/desktop/tablet; any unauthorized access to the Services or upon your discontinuation of the telephony and/or internet service with your service provider. We shall not be held liable for any losses resulting from the loss of the SIM card, cell phone, laptop, desktop and/or tablet howsoever caused.

7.17 We reserve the right to enhance the Services at anytime without notice to you. It is your responsibility to keep updated with these enhancements. We will make all reasonable efforts to notify you of any changes or updates.

7.18 We reserve the right to charge a fee and to revise the fees chargeable for the provision of the Services and for the use of all or part of the Services. You will be notified of these fees from time to time. You will be liable to pay us for any fees levied for the use of the Services, unless we in our sole discretion have waived such fees. By accepting these terms and conditions, you provide us with the authority to debit these fees from your Barclaycard account on a monthly basis. These charges will be reflected in your normal Barclaycard statement. We reserve the right to terminate this Agreement in the event that you fail to pay any fees levied for the provision of the Services.

7.19 We shall not be held liable for the quality of service of any mobile and/or internet service provider and give no warranty with respect to the quality of service by such mobile and/or internet service provider.

7.20 You will remain liable for any mobile and/or internet service provider charges that may arise from the use of the Services, as per the relevant service provider's terms and conditions.

7.21 Unless and until, you notify us otherwise, all instructions received by us which are associated with your mobile phone and/or email address shall be deemed to have come from you, and we shall be entitled to rely on such instructions, whether they actually originated from you or not. You acknowledge that the Bank may not reverse or annul any transaction executed based on instructions received prior to your notifying us.

7.22 You hereby indemnify us against any loss, claim and/or damage that may arise due to negligence, fraud, collusion or violation of these terms on your and/or a third party's part.

7.23 Information and instructions received from you through the Services will be stored by us and accessed by employees of the Bank (as is deemed necessary).

8. Limiting your right to use the card

8.1 We may (without giving notice):

- refuse to approve transactions;
- cancel or suspend your right, or an additional cardholder's right, to use the card for any or all purposes; or
- refuse to replace any card.

This Agreement will continue even if we do any of these things.

8.2 We will not be liable:

- if we do not approve a transaction;
- if you or an additional cardholder cannot use the card for a transaction; or
- for any loss or damage you or any additional cardholders suffer as a result of this or the way you are told this.

8.3 You may not use your card for any illegal purchase.

8.4 The card remains the property of the Bank at all times. On request all or any card issued for use on the card account must be returned immediately to us or any other person acting for us.

9. Loan on Phone and Easy Instalment Plan

9.1 On signing this Agreement you will be entitled to participate in the Bank's Loan on Phone and Easy Instalment Plan facilities on the terms and conditions of this Agreement.

9.2 The amount of the Loan on Phone facility will not exceed the unutilised credit limit on your card and will be subject to a minimum or maximum amount prescribed by us from time to time.

9.3 To be eligible for the Easy Instalment Plan facility the high value purchase must be from a selected merchant (as determined by us) and the value of the purchase must not exceed the unutilised credit limit on your card and will be subject to a minimum or maximum amount prescribed by the bank from time to time.

9.4 We will not be liable for any damages or loss incurred by you arising out of the installation, use or otherwise of the Easy Instalment Plan purchase nor shall we be responsible in any way for the quality of the Easy Instalment Plan purchase. Any complaint with regard to the quality of the Easy Instalment Plan purchase shall be referred to the relevant supplier or merchant and shall not affect your obligation to continue making payments under this condition.

9.5 Eligibility for the Easy Instalment Plan facility will be restricted to transactions carried out within 30 days from the date of purchase.

9.6 The following conditions apply equally to the Easy Instalment Plan and Loan on Phone facilities:

9.6.1 Only primary cardholders may avail these facilities.

9.6.2 You may select only one of the repayment period options that are open to you.

9.6.3 Interest, at the reducing balance to be determined by us from time to time, is applicable on the principal sum from the date on which the principal sum is debited to your card account.

9.6.4 The principal sum together with the interest shall be payable in equal monthly Instalments during the selected repayment period.

9.6.5 If you wish to settle the outstanding amount before the end of the selected repayment period you will be required to repay the outstanding principal amount and such amount of interest on that sum as the Bank will determine, and any administration fee that we may impose for early settlement.

9.6.6 Non payment of any monthly Instalment will be considered a breach of this Agreement and we reserve the right at that time to bill the entire amount outstanding immediately.

9.6.7 You will be liable for any default charges in the event of non payment together with a possible transfer of the entire amount outstanding to your statement balance.

9.6.8 Billing of the facilities will commence on the next statement date after the facilities are availed to you.

9.6.9 We reserve the right to refuse to grant any of these facilities to you or to limit the amount that can be obtained and we may change or cancel the facilities at our discretion at any time

10. Cash Secured Credit Card

Where you are granted a cash-secured Barclaycard facility you will, on signing this Agreement, be entitled to a credit limit on your credit card equivalent to a Bank approved percentage of the value of funds in a fixed deposit held by the Bank in your name or for your benefit (the "Deposit") subject however to the following:

10.1 You agree for us to mark a lien over the Deposit together with any interest thereon up to the amount of the credit limit we approve from time to time.

10.2 The Deposit will not be released to you or to your personal representatives or successors in title or assigns unless and until all your outstanding liabilities with us whether actual or contingent have been fully repaid with interest, fees, commissions and other applicable costs, charges and expenses.

10.3 You warrant that you are the sole and beneficial owner of the Deposit and that your rights over the Deposit are free from any mortgage, lien or security Agreement or security interest of any kind.

10.4 You agree that we will be entitled to appropriate the Deposit in settlement of all your credit card liabilities at any time without notice to you.

10.5 For as long as you are indebted to us you will not be entitled except with our prior written consent, to withdraw the whole or part of the Deposit.

10.6 For as long as you are indebted to us you will not, with the exception of the lien hereby constituted, create, attempt to create or permit to subsist any mortgage, lien or security Agreement or security interest on or over the Deposit or any part thereof.

10.7 The rights conferred by the lien herein created are in addition to and will not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to us and will not in any way be prejudiced or affected by them or by their invalidity or by us now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of them or any rights which we may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

11. Loyalty Programmes

11.1 The following terms and conditions relate to the SWAIPA Points and Barclaycard Platinum World Miles ("Loyalty Programmes"). The Loyalty Programmes are open to all Barclaycard cardholders with the exception of Company Barclaycards, Secured Barclaycard and Co-branded Barclaycards. Use of your Barclaycard, will be an indication that you have accepted all terms and conditions contained herein (the "Conditions").

11.2 Should you wish to opt out of the Loyalty Programmes you must notify us by either calling us on our usual Customer Service number or writing to us on P.O. Box 70292-00400 Nairobi.

11.3 Opting out of the Loyalty Programmes means you will lose any SWAIPA Points and/or World Miles ("Reward Points") that may have accrued on your Barclaycard Card account(s).

11.3 Reward Points will be earned on Eligible Purchases that you make using the relevant Barclaycard.

11.4 Reward Points will be earned at the rate and/or in the manner applicable to the relevant Barclaycard as determined by Barclaycard from time to time.

11.5 Reward Points have no cash value and cannot be exchanged for money, sold, used to pay off an amount due on your Barclaycard, including making payments in respect of your account balance and/or any charges pertaining thereto, or traded in any other way.

11.6 You will be able to track your earned and redeemed Reward Points through your monthly statements. We may inform you from time to time about additional ways in which you can check your balance.

11.7 Redemption Partners may, at their discretion, apply additional terms and conditions to earning or redeeming Reward Points on purchases from that Redemption Partner. Any such terms and conditions will apply between you and the relevant Redemption Partner only and do not form part of these Conditions.

11.8 You will not earn Reward Points on:

- Excluded Transaction made using your Barclaycard;
- any purchases made through redeeming of Reward Points;
- fees, charges and other items applied to your Barclaycard account that are not Eligible Purchases, such as cash withdrawals, Loan on Phone, interest, default charges, and/or any item charged to your cash balance.

11.9 Supplementary cardholder(s) will not accrue separate Reward Points. Any and all points earned by the supplementary cardholder will be credited to the account of the primary cardholder.

11.10 Any redemption that is to be made by a supplementary cardholder(s) will be by the express and exclusive authorisation and assignment of the primary cardholder(s).

11.11 We may introduce, and subsequently vary, a minimum redemption amount and/or a minimum amount that you must spend on a transaction using your relevant Barclaycard before you can redeem your Reward Points, from time to time. If we do, we will tell you.

11.12 You may only redeem Reward Points once they have been recorded on your account.

11.13 Reward Points, once redeemed, are non refundable under any circumstances.

11.14 You cannot transfer or assign your Reward Points to a third party.

11.15 We will be entitled to cancel or suspend your right, and your supplementary cardholder's right, to earn and redeem Reward Points if:

- We stop you using your Barclaycard for any reason in accordance with the Conditions, including for example if you fail to make payments on your account on the payment date or due date, or if mail we send to you is returned to us;
- We reasonably suspect that you have, or any additional cardholder has, committed a fraud on your Barclaycard or the Loyalty Programmes;
- We reasonably consider that you are, or an additional cardholder is, abusing the Loyalty Programmes;
- you breach these Conditions; or
- a supplementary cardholder fails to use the Loyalty Programme(s) in accordance with these Conditions.

11.16 We will terminate your right and your additional cardholder's right to earn and redeem Reward Points and you will lose any Reward Points already earned if:

- you notify us that you wish to opt out of the Loyalty Programme(s);
- you notify us that you wish to close your account;
- We notify you that we are closing your account in accordance with the Conditions;
- any situation set out in Condition 11.15 occurs that we reasonably consider is sufficiently serious that it justifies our taking this action; or
- in the event you are deceased.
- the Loyalty Programme(s) ends

11.17 Your eligibility to participate in the Loyalty Programme(s) terminates automatically if the Agreement between you and us in respect of your account terminates.

11.18 We will be entitled to suspend your right and your additional cardholder's right to earn and redeem Reward Points if it is necessary to do so for reasons outside our reasonable control including:

- technical problems; or
- acts of God; or
- there has been, or we reasonably suspect there has been or is likely to be, fraud against the Loyalty Programme(s).

11.19 Notwithstanding any matters stated herein we will have the absolute discretion to disqualify any cardholder from participating in the Loyalty Programmes without subscribing any reasons thereof.

11.20 If you get a refund in relation to an Eligible Purchase where you earned Reward Points, we reserve the right to remove the said points from your account.

11.21 We reserve the right to reverse Reward Points in respect of any reversal of purchase recorded on your account

11.22 We will monitor your account and refunds activity for signs of abuse such as where we reasonably consider that you are, or an additional cardholder is, seeking to take unfair advantage of the Loyalty Programmes.

11.23 Liability for Eligible Redemptions

We are not a supplier of any of the Eligible Redemptions for which you redeem Reward Points and we will therefore not accept any liability in relation to the Eligible Redemptions. You will direct any queries or complaints pertaining to the Eligible Redemptions to the Redemption Partners and we will not in any way be responsible for dealing with such queries or complaints.

11.24 We may change these Conditions, including how you may redeem Reward Points, by giving you notice.

11.25 We reserve the right to withdraw the Loyalty Programmes by giving you notice. We will not be liable to compensate you if we change or cancel the Loyalty Programmes.

11.26 We will give you 14 days' prior notice in writing of changes to these Conditions or the withdrawal of the Loyalty Programmes, which may include communication in electronic form.

11.27 We reserve the right to make changes to the Loyalty Programmes, including the Redemption Partners. Details of changes to the programme, including changes to the Redemption Partners, will be made with as much notice as possible.

11.28 Adherence to the Conditions of the Loyalty Programmes shall be the obligation of the primary cardholder(s). The primary cardholder(s) is responsible for the use of any Barclaycard held by a supplementary cardholder(s) in respect to the Loyalty Programmes, including if they do anything that would be in breach of the Conditions herein.

12. SWAIPA Points Rewards Program

On signing this Agreement you will be entitled to participate in the Loyalty Programme known as the SWAIPA Points Rewards Programme on the following terms and conditions

12.1 We may at our discretion award you bonus SWAIPA points from time to time.

12.2 You can redeem your SWAIPA points for reward vouchers which you can use to purchase goods and services at selected Redemption Partners.

12.3 Reward vouchers, will be issued by the Bank in multiples of Kes 50,100, 500, 1000 and 5000.

12.4 SWAIPA points will accrue for each respective Barclaycard account you may have. You cannot transfer SWAIPA points between Barclaycard accounts.

12.5 You must ensure that your supplementary cardholder(s) uses SWAIPA Points Reward Programme in accordance with these Conditions. You are responsible for their use of the SWAIPA Points Reward Programme, including if they do something which makes you breach the Conditions.

12.6 For customers who have accumulated SWAIPA Points, Barclaycard, at the request of the primary cardholder will issue you with a Voucher which you will use to redeem SWAIPA Points.

12.6.1 You can collect the Voucher at any Barclays branch of your choice within 5 working days of requesting for redemption of your SWAIPA Points.

12.6.2 The Voucher will be valid for a period of 6 months from the date of issue at the end of which the Voucher and the redeemed SWAIPA Points will expire

12.7 Once the Voucher is issued to you it will be held at your risk. We will not replace any lost, damaged, defaced or stolen Vouchers.

12.8 You may use SWAIPA Points to pay for all or part of the price of an Eligible Redemption.

12.9 You will be required to sign the Voucher before redeeming it with a Redemption Partner.

12.10 SWAIPA Points once redeemed are non refundable even if the Vouchers are not utilised.

12.11 SWAIPA Points can be transferred to an upgraded Barclaycard on the same account.

12.12 If your Barclaycard account has not been used for 2 years, or longer, your SWAIPA Points may at our discretion, expire. If SWAIPA Points expire, you and your supplementary cardholder(s) will lose any SWAIPA Points that may have been earned.

13. Barclaycard Platinum World Miles

13.1 Only Barclaycard Platinum cardholders are eligible to earn World Miles.

13.2 For customers who have accumulated World Miles, your call will be directed to ICLP (Redemption partner) toll free contact centre number. Alternatively, you can visit the World Mile member website for redemption of World Miles.

13.2.1 You will be requested for your world membership number which is embossed on your platinum card.

13.2.2 Redemption of World Miles is subject to terms and conditions.

13.3 “World Mile(s)” refers to the reward points that a cardholder earns when using the platinum card to pay for retail purchases. World Miles are earned at the rate determined by Barclays and enable the cardholder to redeem the same against benefits/rewards available in the Barclays World Miles Programme.

13.4 “Barclays World Miles Programme” refers to the programme in which cardholders use their platinum card to earn World Miles and redeem them for rewards/benefits available in the Barclays World Miles Programme.

13.5 Any cardholder with a valid platinum card may, at our absolute discretion, become a member of the Barclays World Miles Programme and earn World Miles.

13.6 The cardholder’s account will be credited with World Miles on a monthly basis, depending on the rate fixed by us for every unit of currency charged to the card account for all payments made toward retail purchases. We can, at any time and without prior notice to the cardholder, change the ratio at which World Miles are awarded and the amount that the cardholder is charged on the card. Barclays also retains the right to set a ceiling on the amount of World Miles that a cardholder can earn, in addition to what transactions can be excluded from earning World Miles.

13.7 The accumulated amount billed on every eligible retail purchase on a daily basis, rounded off to the nearest World Mile will determine how many World Miles are credited to a member’s account. All qualified retail purchases carried out and charged to the card account of a Supplementary cardholder will be accumulated with the retail purchases charged by the primary cardholder. This will be done with the express purpose of calculating the amount of World Miles earned. The total World Miles earned will be reflected in the primary cardholder’s account.

13.8 In the event of a refunded retail purchase, where World Miles have been credited to the cardholder’s account and/or used before the amount billed is refunded, we will deduct the account for the credited World Miles. We shall carry this out even if such debiting causes the account to have a negative World Miles balance.

13.9 Each World Mile earned will be valid for redemption for a maximum of three years. We can at anytime and without providing prior notice to the cardholder make changes to the validity of the World Miles earned by the cardholder.

13.10 World Miles registered and credited to the account of the primary cardholder can only be redeemed at the time of making the redemption. Barclays’ books and the records shall serve as decisive evidence with regard to the amount of World Miles registered and credited to the account of the cardholder.

13.11 Cardholders may redeem World Miles rewards of airline flights, according to the qualifying World Miles amount, through any of the redemption channels available at the time. We may periodically inform the cardholder, based on the understanding that the account is in good credit order as determined by us and that there are sufficient World Miles. The cardholder agrees to the terms and conditions applicable to the channels used for redemption. World Miles cannot be transferred or exchanged for cash or credit and the cardholder cannot cancel, revoke or change redemption instructions that have been submitted to us.

13.11.1 World Miles can be spent on any IATA registered airline’s ticket and cannot be converted into cash to your account.

13.11.2 When purchasing tickets for friends or family on a flight in which you will not be travelling you must use your platinum card to pay for taxes or a portion of the flight tickets.

13.11.3 All airline/airport taxes on redemption tickets must be paid when a reward ticket is issued.

13.11.4 Redemptions need to be made at least 4 working days before the date of departure.

13.11.5 Tickets and World Miles cannot be transferred or refunded once issued or redeemed.

13.11.6 Changes to ticket dates will be charged for the revised rate of tickets, penalties from the airline or any excess in the event of currency exchange using your platinum card.

13.12 Barclays absolves itself of any responsibility or liability for any third party for any services or the quality or performance of the services that the cardholder may use from any partner, service provider, merchant or any third party involved/associated with the World Miles Programme. Cardholders should at all times address their complaints or comments to the partner, service provider, merchant or third party involved.

13.13 By registering for the Barclays World Miles Programme, the cardholder hereby authorizes Barclays to share information of the card and card account(s) to third parties as we consider essential to the World Miles Programme.

13.14 If the circumstances deem necessary, we can at any time cease the World Miles Programme; cancel; amend or change benefits or features, add to or delete any of the terms and conditions outlined herein; withdraw or change the participants of World Miles Programme, change or restrict the value of World Miles and the redemption process, even if it could diminish the value of the World Miles already accumulated. We reserve the right to do this without prior notice to the cardholder in any manner whatsoever. The cardholder shall be committed to such variations and amendments. The latest modifications/changes/amendments will be available on the Barclays website. Cardholders are primarily responsible for ensuring that they are aware and updated on any modifications/changes/amendments relating to the card at all times. All matters pertaining to the World Miles Programme shall be taken by us and cardholder will be required to accept the decisions as final and binding.

14. Kenya Airways Co-brand Barclaycard

Kenya Airways Co-brand Barclaycard where you hold a Kenya Airways co-brand Barclaycard, the following terms and conditions shall apply:

14.1 The rewards programme which applies to the Kenya Airways Co-brand Barclaycard is run by Kenya Airways (KQ). Full terms and conditions details of the KQ rewards programme are available at any KQ sales centre and website.

14.2 In addition to the purposes set out in clause 19 of the conditions of use, Barclays Group may also use your information (i) to inform KQ of the outcome of your application for a Kenya Airways Co-brand Barclaycard. Whether the application is accepted or declined (ii) to keep KQ informed about your take up and use of the Kenya Airways Co-brand Barclaycard and (iii) to inform KQ of your purchasing preferences and profile so that KQ may assess, review, develop and improve the services KQ offer and enable KQ to provide you with further marketing offers

14.3 KQ will use your information (i) to administer any services and/or products KQ provide to you (ii) to trace and recover debt and prevent fraud (iii) to assess your purchasing preferences and profile in order to review, develop and improve the services KQ offers and enable KQ to provide you with further marketing offers and (iv) for market research

14.4 KQ may introduce you to and/or pass certain details from your information (including details of your purchasing preference) to other carefully selected companies or organisations. KQ and/or they may wish to contact you by mail, telephone email, fax, SMS, in person or otherwise about products, services (including financial) and events. These third parties may advise KQ whether you have expressed an interest in their products, events and services.

14.5 If you do not want to receive information about products, events or services of KQ, please write to us at Bishops gate, Ground floor 5th Ngong avenue P.O Box 70292 and 00400 Tom Mboya St. Nairobi or Telephone (020) 3900000

14.6 The activities detailed in this clause may be undertaken by KQ in countries which afford you the same level of protection regarding your personal information as in Kenya.

14.7 By returning your signed and completed application form to us, you agree to KQ and us processing your information as detailed above and confirm that you are entitled to disclose information about any co-applicant, guarantor and anyone else to whom you refer and that you have informed those individuals how their information will be used

14.8 You and any co-applicant or guarantor has the right to request a copy of the personal data that we or the KQ hold about you (for which a fee may be charged which shall be no greater than the fee payable by law) and to correct any inaccuracies

15. Nakumatt Co-brand Barclaycard notice of use of your information

Where you hold a Nakumatt co-brand Barclaycard, the following terms and conditions shall apply:

15.1 The rewards programme which applies to the Nakumatt Co-brand Barclaycard is run by Nakumatt Holdings Limited in association with its associate Cyber Cash Limited. Full terms and conditions details of the Nakumatt rewards programme are available at any Nakumatt store

15.2 In addition to the purposes set out in clause 23 of the conditions of use, Barclays Group may also use your information (i) to inform Nakumatt of the outcome of your application for a Nakumatt Co-brand Barclaycard i.e. whether the application is accepted or declined (ii) to keep Nakumatt informed about your take up and use of the Nakumatt Co-brand Barclaycard and (iii) to inform Nakumatt of your purchasing preferences and profile so that Nakumatt may assess, review, develop and improve the services Nakumatt offers and enable Nakumatt to provide you with further marketing offers

15.3 Nakumatt will use your information (i) to administer any services and /or products Nakumatt provides to you (ii) to trace and recover debt and prevent fraud (iii) to assess your purchasing preferences and profile in order to review, develop and improve the services Nakumatt offers and enable Nakumatt to provide you with further marketing offers and (iv) for market research

15.4 Nakumatt may introduce you to and/or pass certain details from your information (including details of your purchasing preference) to other carefully selected companies or organisations. Nakumatt and/or they may wish to contact you by mail, telephone email, fax SMS, in person or otherwise about products, services (including financial) and events. These third parties may advise Nakumatt whether you have expressed an interest in their products, events and services.

15.5 if you do not want to receive information about products, events or services of the Nakumatt Group, please write to us at Bishops gate, Ground floor 5th Ngong avenue P.O Box 70292 and 00400 Tom Mboya St. Nairobi or Telephone (020) 3900000

15.6 The activities detailed in this clause may be undertaken by Nakumatt in countries which afford you the same level of protection regarding your personal information as in Kenya.

15.7 By returning your signed and completed application form to us, you agree to the Nakumatt Group and us processing your information as detailed above and confirm that you are entitled to disclose information about any co-applicant, guarantor and anyone else to whom you refer and that you have informed those individuals how their information will be used

15.8 You and any co-applicant or guarantor have the right to request a copy of the personal data that we or the Nakumatt Group hold about you (for which a fee may be charged which shall be no greater than the fee payable by law) and to correct any inaccuracies

16. Security

16.1 You must keep the card safe and the PIN secret at all times.

16.2 You must never allow anyone else to use your card.

16.3 You must never write your PIN on the card or on anything you usually keep with it.

16.4 You must only reveal the card number to make a transaction, to report the loss or theft of the card, or if we allow you to do so.

16.5 You may not reveal the PIN to anybody, including a supplemental cardholder or Bank official.

16.6 Internet sites are not always secure. It is your responsibility to ensure that any internet transaction is made on a secure site. The Bank will not take any responsibility for any misuse of your card as a result of your quoting your card number on the internet

16.7 We may contact you by post, telephone, facsimile and electronically using the latest contact details you have given us. You must keep all security procedures and details relating to your card secret at all times.

17. What you must inform us

17.1 You must inform us immediately if:

- a) the card is lost or stolen or you think that it may be misused; or that someone other than you may know the pin;
- b) your statement includes an item which you think is wrong; or

- c) you change your address, other contact details, or you or an additional cardholder change name; otherwise the security of your information could be put at risk. We will not be held liable for loss or damage resulting from your failure to receive information from us or to keep your contact details current.

You can contact us (a) at Bishops Gate, Ground Floor, 5th Ngong' Avenue, P.O. Box 70292 – 00400 Tom Mboya St, Nairobi, Kenya for cards lost or stolen in Kenya (Telephone (020) 3900 000). if you are travelling abroad and you lose your card you can call the Visa emergency card replacement services within the country you lost the card. For (b) or (c) you can contact us at the address and telephone number given at the top of your monthly statement. We may ask you to confirm in writing within seven (7) working days any information you have not already given us in writing.

17.2 Until the Bank receives effective notification of the occurrence of any of the events stated in conditions 17 (a) and (b), the principal cardholder will be liable in respect of any use of the card. After the Bank has been effectively notified, the principal cardholder's liability for any subsequent use of the card, other than the cardholder, will cease. This is provided that the card has not been used by a person who acquired possession of it with the cardholder's consent, express or implied and/or due to the cardholder's negligence.

17.3 You must give us all the information you have about the loss, theft or misuse of a card or the PIN, and any other information we ask for to help us. We may give the police any information we think will be useful. If you find cards which you have reported as lost, stolen or at risk of misuse, you must not use them. You must cut them in half and return them to us immediately at the address shown in condition 17.1.

18. Limits of liability

18.1 You will not be responsible for any transactions if a card is misused before you receive it.

18.2 If someone uses your card as a result of your negligence or the negligence of a supplementary cardholder, you will be liable for all the transactions which take place before you notify us of its misuse.

18.3 We will not be liable to you if we cannot carry out our responsibilities under this Agreement as a result of anything that we cannot reasonably control. This includes:

- any machine failing to work; and
- industrial disputes

18.4 We will not take any responsibility for any misuse of a card as a result of the customer quoting their card number over the internet.

18.5 If we cannot produce or send a statement we will use your normal monthly statement date to work out interest and the payment date.

18.6 We will not be responsible to you if you do not receive any of the goods and services you purchase using the card or if they are defective in any way and you will continue to be liable for the transactions.

19. Refunds and claims

We will only credit your account with a refund for a transaction if the retailer asks us to. You cannot make a claim against us, or refuse to pay us, unless you have a legal right to do so. You cannot transfer any rights against us to anyone else. You are not entitled to interest on any credit balance that may be in your account with us.

20. Changing the terms of this Agreement

20.1 We may change the terms of this Agreement at any time by telling you about the change.

20.2 We may introduce a charge for any service provided under or in connection with this Agreement. We will tell you about any changes in one or more of the following ways:

- advertising in the press media;
- putting messages in your monthly statement; or
- sending you a separate written notice.
- Changes will happen at least fourteen days after we tell you about them, apart from changes in the interest rate which may apply immediately.

20.3 All charges in respect of interest rates and fees shall be stipulated in the current charges supplement to these terms and conditions, which shall be amended from time to time and distributed to all cardholders.

21. Ending this Agreement

This Agreement will end on the giving of written notice by one party to the other and you have returned all cards and made all payments due under this Agreement. We will not refund the subscription fee when the Agreement ends.

22. Supplementary cardholders

You are responsible for all use of the card by an additional cardholder (even if the additional cardholder does something which makes you breach this Agreement). If you wish to cancel any additional card, you are responsible for returning the card to us.

23. Your information

23.1 We will not normally give or show your information to anybody else. But we may give your information to the following:

- Barclays group for the purposes set out in section 23.2.
- Credit reference and fraud prevention agencies and other organisations that may record, use and give out information to other lenders and insurers. The information may be used to make assessments for credit and all types of insurance (including handling any claims), for debt tracing and to prevent fraud and money laundering. They may also make a record of our searches against your name. We may give details of how you manage your account to these organisations;
- people who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential.
- anyone we transfer or may transfer our rights and duties to under this Agreement.
- We may also disclose your information if we have a duty to do so or if the law allows us to do so.

23.2 To help us develop and improve our services to you and other customers and to protect our interests, we may also put your information on the Barclays group customer systems and use it in the following ways:

- to consider your card application;
- to manage your account and to produce statements (which will include the names of suppliers);
- for assessment and analysis (including credit scoring and product analysis) by us and other companies within the Barclays group; and
- to tell you (by letter, phone (including automated dialling), television or e-mail) about products and services (including those of others), which may interest you. This includes Barclays Bank PLC. We will only let other companies in the Barclays group contact you if you have expressly agreed that they can.

23.3 If the Bank transfers your information to a service provider or agent in another country, they will make sure that the service provider or agent agrees to apply the same levels of protection as they apply to information held by them and to use your information only for the purpose of providing the service.

23.4 It is recorded that your consent is hereby freely and voluntarily given.

24. Credit Shield Insurance

24.1 On signing this Agreement you are automatically covered under the Credit Shield Insurance. You will reimburse the Credit Shield Insurance premium at a nominal rate determined by the bank and the insurance provider from time to time applied on the statement balance in each month's statement.

24.2 The Bank will on written request provide you with particulars of the Credit Shield Insurance.

24.3 The cover shall be applicable to primary cardholders aged above 18 years and not above 65 years

24.4 The cover is subject to the Laws of Kenya and the jurisdiction of the competent courts of Kenya.

24.5 Benefits payable under this credit shield policy shall be adjusted against the Cardholder's statement balance with the bank on his/her credit card account.

24.6 The Bank reserves the right, at any time, to change the terms, conditions, rate and/or reject, discontinue or cancel the Cover applicable without giving notice to you or assigning any reasons thereof.

24.7 You will forthwith notify the insurance provider through the Bank of any event which may give rise to a claim not later than 180 days from the date of event under the credit shield insurance.

24.8 All proceeds received from insurance provider by the Bank in respect of any claim made under the credit shield insurance will be applied by bank in repayment of all outstanding amounts and charges payable by you under this Agreement. Any surplus after such application will be paid to you.

24.9 There will be a 6 month waiting period from the date of joining during which only permanent and total disability claims resulting from accident will be paid. The insurance company in its sole discretion shall determine whether the cause of such disability is the result of an accident, and thus whether the terms of this sub-clause shall apply

24.10 No benefit shall be paid as a result of your disablement, if the Cardholder is disabled during the first 12 months of cover and your disability, in the opinion of insurance vendor, is directly or indirectly attributable to an injury or illness in respect of which you sought medical advice, or about which you knew or could reasonably have known, during the six month period preceding the commencement of his membership.

24.11 No claim for a benefit in terms of the credit shield cover will be admitted by the insurance company if death (or disability) arises directly or indirectly from War, invasion, act of foreign enemy, hostilities or warlike operations or mutiny, riot, strikes, military or popular uprising, insurrection, rebellion revolution, military or usurped power, martial law or stage of siege or any of the events or causes which determine the proclamation or maintenance of martial law or stage of siege.

25. General

25.1 We do not promise that services and benefits which we provide outside the terms of this Agreement will always be available. We may withdraw or vary these services or benefits at any time without giving you notice.

25.2 You will not be entitled to interest on any credit balance on your card account.

25.3 We may record or monitor phone calls between us and you or an additional cardholder so that we can check instructions and make sure that we are meeting our service standards.

25.4 You can give us instructions either in writing, verbally, by telephone, or other electronic means unless we tell you that instructions can only be given in a specific way. Before we can act on instructions given to us verbally by telephone or other electronic means we will undertake certain security procedures.

25.5 We will charge you for any losses or costs we have to pay if you break this Agreement. These additional charges will be added to your account and shown on your statement balance.

25.6 We will continue to charge interest on any sums outstanding both before and after any court judgement.

25.7 We may transfer to any other person any or all of our:

- rights under this Agreement at any time;
- duties

We may do this without telling you. Your rights under this Agreement and your legal rights will not be affected.

25.8 This Agreement is governed by the laws of the Republic of Kenya.

25.9 A certificate signed by any of our managers stating the amount of your indebtedness to us shall constitute prima facie proof of your indebtedness to us for the purposes of obtaining judgement (including summary judgement).

25.10 In the event we institute legal proceedings against you, you agree that you will be liable to pay or reimburse us any and all legal fees or costs incurred by us.

25.11 You agree that, unless you notify us in writing of a change, the address on the application is the address at which you will accept service of any and all notices or proceedings from us.

25.12 You will immediately notify the Manager, Barclaycard, P.O. Box 70292 – 00400 Tom Mboya St, Nairobi, Kenya in writing on any change of name or address.

26. Right of set off

26.1 The Bank may, at any time and without notice or demand and notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any then existing accounts including accounts in the Bank (whether current, deposit, loan or of any other nature whatsoever subject to notice or not and in whatever currency denominated) in the name of the cardholder alone or jointly with others wherever situated and set off or transfer any sum standing to the credit of any one or more accounts in or towards satisfaction of any obligations or liabilities to the Bank of the cardholder whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint.

26.2 Until the ultimate balance owing by the cardholder to the Bank has been paid or satisfied in full, the Bank shall have a lien on all property and assets of the cardholder from time to time in the possession of the Bank, whether registered in the name of the Bank or its nominees or otherwise and whether the same be held for safe custody or otherwise.

27. Notwithstanding any provision contained in this Agreement, we shall not be liable to you to the extent the fulfilment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than us; labour disputes; electrical equipment or any network failure; fires; floods; acts of God; government or regulator action; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence we are unable to prevent, whether of the class of causes herein before enumerated or not. If any force majeure event occurs, we will give prompt written notice to you and will use commercially reasonable efforts to minimize the impact of such event.