



CONDITIONS OF USE

DEFINITIONS OF TERMS

- The "Sacco" refers to the Magereza Sacco.
- The "Bank" refers to the Co-operative Bank of Kenya Ltd.
- "Branch" means a branch of the Magereza Sacco.
- "Business Day" means a day on which banks are normally open for ordinary business in Kenya excluding Saturday, Sunday and gazetted Public Holidays.
- "Customer Instructions" means any request or instructions from the Cardholder to the Sacco or bank.
- "Sacco Link" refers to the Sacco Electron Debit Card.
- "PIN" means any confidential password, code or number, whether issued to the Sacco by the Bank or adopted by the Sacco and accepted by the bank which may be used to access Cop-switch network.
- "ATM" means Automatic Teller Machine.
- "Sacco Cardholder" refers to Sacco Customer who has been issued with an ATM card together with a corresponding personal identification number (PIN)
- "Transaction Fees" these are the ATM transaction charges.
- "24 Hr Service Hotline" refers to the telephone number on the reverse side of the Sacco Link card.
- "Hot Card" A card that is reported stolen or lost.

JOINT ACCOUNT

Account held jointly by two or more persons whose mandate is "Any to sign" Accounts which require more than one signatory will not be issued with SaccoLink card.

GENERAL CONDITIONS

1. The SaccoLink Card is neither a credit card nor a cheque guarantee card and shall not be presented as such.
2. The SaccoLink Card is for use at Co-op Bank ATMs, other Bank Visa Branded ATMs and at Visa branded merchant point of sales.
3. The Sacco/Bank reserves the right to withdraw the use of SaccoLink Card or to refuse request for authorization of any SaccoLink Card transaction at any time and without prior notice.
4. The SaccoLink Card once issued to the Cardholder is not transferable.
5. The SaccoLink Card is the property of the Magereza Sacco and the Cardholder undertakes to return the card to the Sacco or Sacco/FOSA on demand.
6. The card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by local and international law.

USE OF PERSONAL IDENTIFICATION NUMBER (PIN)

1. The Cardholder will be issued with a PIN.
2. The Cardholder shall exercise due care and attention to ensure safety of the card and secrecy of the PIN at all times and to prevent the loss of and or use of the card or PIN by any third party.
3. The Sacco is authorized to debit the Cardholder's account with all amounts withdrawn by means of the SaccoLink card using the PIN.

4. The Cardholder must not put the Card and PIN together. The Cardholder should change the PIN immediately on suspicion the PIN is compromised.

LOST/STOLEN SACCOLINK CARD

1. If the SaccoLink Card is lost or stolen or misplaced, the Cardholder must notify the Sacco or call the number on the reverse side of the SaccoLink Service Point. Verbal notification must be confirmed in writing immediately; and a lost/stolen letter of indemnity shall be signed by the Cardholder.
2. A lost or stolen card notice shall indicate the particulars of the Cardholder including Name, Address, Branch that issued the Card, Account Number, Card Number and date of reporting. Once the notice is received the particulars of the lost/stolen SaccoLink Card will then be input on the Hot Cards list.
3. In case of dispute over effective date and time of reporting loss or theft, in relation to 1 above, the time and date receipt of the written confirmation shall be regarded as the date of notification to the Bank.
4. The Cardholder shall be liable in respect of any transaction instructions affecting the Sacco account that is given with a valid PIN.
5. The cardholder shall give to the Bank or any person acting on Bank's behalf all necessary assistance in any investigations, avail all information as to the circumstances of the loss or theft of the SaccoLink Card, and take all reasonable steps to assist recovery of the SaccoLink Card.
6. A lost card that is recovered by the Cardholder should be returned to the nearest branch of the Sacco. The Sacco or Bank has discretion on approving continued use of such a card.
7. If a report of a loss or theft of card is communicated by someone other than the Cardholder, the Sacco/Bank shall not be held liable for any damages thereto.

SIGNATURE

The Cardholder should sign on the panel provided on the reverse of the card on receiving the card. The signature should be similar to that on the National ID otherwise the card may be rejected by merchants.

24 HR SERVICE HOTLINE

The card 24 hr hotline number is found on the reverse side of the SaccoLink Card. Cardholders should keep the 24 hour hotline number in their mobile telephone or frequently used telephone book.

REPLACEMENT OF CARDS

The Sacco shall replace lost or damaged cards within 2 weeks. The cardholder will be expected to pay for the replacement of the card at a rate that may change from time to time.

FORGOTTEN PIN

If a PIN is forgotten the Cardholder shall return their SaccoLink Card to Magereza Sacco where a replacement card will be ordered at a fee.

CANCELLATION, STOPPAGE OF SACCOLINK CARDS AND PAYMENT

1. The Cardholder may at any time cancel his/her SaccoLink Card by returning it to the point of issue. If the return is made by mail the card must be cut into two.
2. Payments made by means of the SaccoLink debit card are irrevocable.
3. In case of a problem the Bank/Sacco may at any time cancel and/or stop a card without notice or assigning any reason and without incurring any liability to the Cardholder until a solution is found.
4. On closing of the account, on which the SaccoLink Card is operated, it shall be the duty of the Cardholder to return the Card immediately to the point of issue.

CHARGES

Magereza Sacco shall levy charges for the use of the service which may change from time to time. The Cardholder shall be informed of changes by notice in Sacco's Branches.

LIABILITY OF A CARDHOLDER

Subject to the above conditions, Cardholders shall be fully liable in respect of each transaction instruction.

ACTS THAT DO NOT BIND EITHER PARTY

Neither party shall be liable for failure or delay in performance of its obligations under this agreement to the extent that such failure or delay is caused by matters beyond that party's reasonable control including but not limited to destruction arising out of war, rebellion, civil commotion, strikes, lockouts and industrial disputes, fire, explosion, earthquake and or other seismic activity, acts of God, flood, drought or bad weather, the unavailability or other media or other acts or orders of any government department, council or other constituted body. Notice of these circumstances shall be given to the other party as soon as practicable. For so long as performance of those obligations is suspended, the other party may similarly suspend performance of its obligations.

AMENDMENT

These terms and conditions may be amended at any time by notice from the Sacco to the Cardholder. The Cardholder will be informed of such amendment by notice at Sacco's branches. Any such amendments shall be deemed to be effective and binding upon the Cardholder upon publication of the notice.

LAW

These terms and conditions shall be governed and construed under the laws of the Republic of Kenya.