

I&M BANK LIMITED ("THE BANK") MILELE REWARDS LOYALTY PROGRAM TERMS AND CONDITIONS

TERMS AND CONDITIONS

The following terms & conditions as provided in this Agreement apply to the Milele Rewards Loyalty Program provided by I&M Bank Limited ("I&M Bank") or ("the Bank").

1. DEFINITIONS

In these terms and conditions, the following words shall have the meanings set out hereunder:

- 1.1 "Agreement" means these Terms and Conditions between the Bank and the Cardholder, for Milele Rewards Loyalty Program, as varied from time to time.
- 1.2 "ATM" means an automatic teller machine/terminal displaying either the MasterCard®, Maestro® or Cirrus®, MasterCard, Visa Electron, Plus Logo or Visa Flag for effecting cash withdrawals, at which, inter alia, the Card may be used for the purpose of withdrawing Funds;
- 1.4 "Bank" means I&M Bank Limited including but not limited to its successors in title and assigns;
- 1.5 "Card" means the I&M Bank (Visa or MasterCard) debit or credit Card issued by I&M Bank to a Cardholder.
- 1.6 "Card Account" means any Account maintained by the Bank in relation to Card transaction.
- 1.7 "Cardholder" or "User" are used interchangeably to mean the authorised natural person to whom a Card is issued by the Bank;
- 1.8 "Card transaction" means any payment made or cash advance obtained by the use of the Card, the Card number or in any manner authorized by a Cardholder for debit to the Card Account.
- 1.9 "Charges" means any fees or interest charged on the Card Account.
- 1.10 "Kenya" means the Republic of Kenya.
- 1.11 "Merchant" means an establishment wherever located which accepts the Card and shall include but not be limited to stores, shops restaurants, hotels or airline organisations which display the Bank's logo or a Shared Network Partner's logo including any VISA and/or MASTERCARD branded logo, as a sign of acceptance of the Card and at which a POS Terminal has been installed;
- 1.12 "PIN" means any Personal Identification Number issued to a Cardholder.
- 1.13 "Principal Cardholder" means any natural person in whose name a Card Account is opened and maintained pursuant to such person's application for establishment of a Card Account;
- 1.14 "Supplementary Cardholder" means, a natural person nominated by a Principal Cardholder who holds a personal Card issued by the Bank;
- 1.15 "OTG App" means the I&M Bank mobile and web application;
- 1.16 "Program" means the I&M Bank Milele Rewards Program;

- 1.17 "Reward" means, products and services, including cash back that may be redeemed by you using Rewards Points credited under this Program.
- 1.18 "Rewards Points" means points credited to the loyalty points account of the User based on the usage of the Card.
- 1.19 "Shillings" means "Kenya Shillings" the currency of Kenya.

2. Introduction

- 2.1 The I&M Bank Milele Rewards Program ("Loyalty Program") is available to all I&M Bank Cardholders, including Debit and Credit Cardholders. I&M Bank acts as a facilitator of the Loyalty Program, and all Merchant terms and conditions applicable to the products and services of participating Merchants shall apply.
- 2.2 The Loyalty Program operates on a Rewards Points scheme, where Reward Points are awarded based on the amount spent using the Cardholder's I&M Bank Card (Debit and Credit).
- 2.3 Participation of a Cardholder in the Loyalty Program is voluntary. By participating in the Loyalty Program the Cardholder hereby confirms that they have read, understood and agree to the terms of this Agreement.
- 2.4 This Agreement is subject to any other agreement made in writing between the Bank and the Cardholder, this Agreement is also subject to and shall be read in conjunction with , the Bank's General Terms & Conditions, the Credit Card Terms & Conditions, the Debit Card Terms and Conditions, terms and conditions Governing The Use of I&M Next Generation Banking Facility, the terms and conditions governing use of I&M internet/mobile banking available as amended from time to time and any other Bank terms and conditions pertaining to Cards and other services and products offered by the Bank, and, the Bank's Privacy Policy, all these are available on the Bank's website at https://www.imbankgroup.com/ke/terms-and_conditions/
- 2.5 To participate, the User's Card Account(s) must be in good standing as determined by the Bank. All benefits accrued under the Loyalty Program by Principal or Supplementary Cardholders will be allocated to the Principal Cardholder.
- 2.6 Principal Cardholders are entitled to use the Rewards Points for redemption.
- 2.7 Supplementary Cardholders are not entitled to perform redemptions.
- 2.8 A User will not be eligible for the Loyalty Program if the Bank, in its sole discretion, determines that:
 - a) The User's Card Account is blocked, suspended, terminated, or closed;

- b) The User is facing any suit, action, legal or administrative proceedings or any action has been instituted or threatened against them;
- c) Any of the User's accounts with the Bank are delinquent or unsatisfactorily conducted;
- d) The User is in breach of this Agreement or any other applicable Bank Terms and Conditions or agreements with the Bank.

2.9 If a User is disqualified from the Loyalty Program, all unused Rewards Points will be canceled, and any redeemed Rewards may be withdrawn by the Bank.

Upon termination of a Supplementary Card, the Principal Cardholder remains eligible for the Loyalty Program only for the Points earned on the Primary Card.

3. How the Program Works

3.1 Reward Points are awarded for each Kenyan Shilling spent on eligible Card transactions, rounded down to the nearest point. Details of earning rates are available on the Bank's website.

3.2 The Bank reserves the right to award Reward Points at its discretion for varying transactions from time to time.

3.3 Transactions excluded from the Loyalty Program and which therefore do not qualify for Reward Points calculation include, but are not limited to:

- a) Cash advances or ATM withdrawals;
- b) Annual card fees (Credit & Debit Cards only);
- c) Interest or finance charges (Credit & Debit Cards only);
- d) Late payment and collection charges;
- e) Fees and charges levied and reversed;
- f) Transactions not yet submitted or posted;
- g) Rollover amounts from previous months;
- h) Tax refunds from overseas purchases;
- i) Points Plus Pay redemption payments;
- j) Balance transfers.

3.4 The Bank may change the rate at which Reward Points are awarded or redeemed, and the value of Reward Points may vary. Users may access information on the Reward Points pertaining to each Reward on the Bank's OTG App during redemption.

3.5 Redemption requires having the required number of Reward Points in your account. Insufficient Points will result in the rejection of redemption requests.

- 3.6 Rewards Points for qualifying transactions, including Point of Sale (POS) and e-commerce purchases, will be credited to the Cardholder's account on the following business day after the transaction is processed.
- 3.7 Reward Points accrued on a closed or replaced Card Account will not be transferred unless otherwise agreed by the Bank.
- 3.8 The Bank may suspend the accrual of Reward Points to adjust calculations as necessary, without notice.
- 3.9 Reward Points are non-transferable unless otherwise agreed upon by the Bank, subject to applicable fees.
- 3.10 Reward Points earned by the Cardholder under the Loyalty Program offered by the Bank are only for redemption as provided in this Agreement and shall therefore not be construed as the Cardholders deposits with the Bank or form part of the Cardholders personal assets or estate.
- 3.11 Reward Points from different Primary Cards can be combined for redemption purposes.
- 3.12 Redemption requests may be confirmed via SMS, with charges borne by the customer. E-vouchers cannot be canceled.
- 3.13 Reward Points will be reversed if a disputed transaction is resolved in favor of the Cardholder.
- 3.14 Reward Points must be redeemed before Card cancellation. Expired Points cannot be redeemed.
- 3.15 Reward Points will not be accrued on charges subsequently reversed.
- 3.16 Participation in the Loyalty Program is automatic for all Debit and Credit Cardholders.
- 3.17 Reward Points will be valid for a period of thirty-six (36) months from the date they are earned by a User after which they shall expire.
- 3.18 The Bank reserves the right to at any time:
 - 3.18.1 Terminate the Loyalty Program (in such an event the Bank shall provide notice to the Cardholder prior to such termination with direction to the Cardholder on how the Bank will deal with Reward Points);
 - 3.18.2 Vary the terms of the Loyalty Program.

4. Redemption

- 4.1 Users shall view and redeem their Reward Points from the Bank's OTG App. The exact number of Rewards Points required for each Reward shall be clearly displayed within the redemption section, allowing the Cardholder to ascertain the points requirement prior to initiating a redemption request.

- 4.2 Redemption requests shall be assumed by the Bank to be made by the Principal Cardholder and the Bank shall not accept any liability whatsoever for any redemption which the Principal Cardholder may claim to have been made without their authorisation.
- 4.3 Once confirmed, redemption requests are irrevocable, redeemed Rewards are not exchangeable, refundable, or transferable for cash.
- 4.4 Redemption is subject to the availability of Rewards and the terms and conditions specified by participating Merchants. The Bank is not responsible for Reward availability.
- 4.5 The User shall view and download their Reward Points accumulation and redemption statement from the OTG App.
- 4.6 For cashback redemption the User can also view their redemption history on their Bank account statements.
- 4.7 Rewards Points used for product redemption cannot be returned to your Card Account once confirmed.
- 4.8 The Bank does not warrant the quality or suitability of redeemed Rewards. Any dispute with respect to the redeemed Reward Points must be settled directly with the Merchant.
- 4.9 Reward images as they appear in the OTG App are for representation only; actual Rewards may vary, any clarification or dispute with respect to the actual Reward shall be settled by the User directly with the Merchant. The Bank shall bear no liability whatsoever with respect to any variation of the Reward.

5. 'Top-Up' with I&M Bank cards

- 5.1 The User may combine the use of Reward Points and cash ("Top-up") to complete a transaction.
- 5.2 The User's Card Account will be debited with the Top- Up amount which shall also be reflected in the User's statement.

6. Voucher Redemption

- 6.1 Vouchers shall include E-Vouchers.
- 6.2 Vouchers shall be delivered by the Bank to the Principal Cardholder's registered address as indicated by the Cardholder to the Bank, unless otherwise instructed. The Bank shall not be liable for any loss, delay or non-receipt occasioned by the Cardholder failing to inform the Bank to update its bank records.
- 6.2 Vouchers must be used as per the terms and conditions provided on the voucher. The User shall settle any additional payments required with respect to a transaction that exceeds the value of the Voucher. The Bank shall offer no refunds or exchanges for unused voucher amounts.

6.3 Refunds shall be considered by the Bank in accordance with the Refund Policy for the I&M Bank Milele Rewards Loyalty Program.

6.4 The User shall agree with the Bank for any variation or special requests with regard to the voucher relating to the form or use of vouchers.

6.5 The Bank shall not replace any lost or expired vouchers.

7. No Liability

7.1 The Bank is not liable for the quality or performance of Rewards provided by participating Merchants or other agents.

7.2 The Bank is not responsible and shall accept no liability whatsoever for lost or stolen Vouchers, E-Vouchers, or Rewards.

7.3 The Bank is not responsible for and shall accept no liability with respect to, any errors associated with Merchant's processing of Rewards, system or software malfunctions or related issues, any fraud perpetrated on the User while in the processing of redeeming Reward Points and any other occurrence which may compromise the User's ability to redeem Reward Points.

8. Disclosure of Information

By participating in the Loyalty Program, you consent to the Bank providing your account information to vendors, merchants, or suppliers for redemption purpose.

9. Access to Merchant Sites

9.1 The Bank will not accept any responsibility or liability whatsoever with respect to any claim including but not limited to loss, fraud, personal information and privacy breaches, that may be encountered by the User's access to Merchant sites while in the process of redeeming their Rewards.

10. Terms and Conditions pertaining to Merchant Rewards

10.1 Rewards will be subject to the Merchant terms and conditions which provide specific definitions pertaining to a Reward. The User is responsible to acquaint themselves with the Merchants terms and conditions pertaining to a specific Reward. If there is any inconsistency between a term defined in this Agreement and the definition provided in the Merchants terms and conditions pertaining to a Reward, the Merchant's definition shall apply.

11. Trademarks

Trademarks displayed on the Bank's website or app are owned by the Bank or its affiliates or Merchants. Unauthorized use is prohibited.

12. Eligibility

- 12.1 This Agreement shall be governed in all respects by the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenya courts.
- 12.2 The Cardholder hereby agrees to the terms of Privacy Notice as published in the Bank's website www.imbank.com which may be amended from time to time with notice to the Customer.