



**VISA SPEND CLARITY  
FOR BUSINESS**



**Go for it**



## VISA SPEND CLARITY FOR BUSINESS-ACCOUNT INFORMATION

Please enter your Visa card information below. Once validated, you will receive an email from [Card.Sales@ncbagroup.com](mailto:Card.Sales@ncbagroup.com) within 24-36 hours containing next steps to access Visa Spend Clarity for Business.

### COMPANY DETAILS

Company Name: \_\_\_\_\_

### CREDIT CARDHOLDER PERSONAL INFORMATION

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Office Email \_\_\_\_\_

Secondary Office Email \_\_\_\_\_

Phone Number

Credit Card Number  Expiration \_\_\_\_ / \_\_\_\_

### BILLING ADDRESS

Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

## TERMS OF USE FOR VISA SPEND CLARITY FOR BUSINESS

This Terms of Use ("Agreement") is a legally binding contract between you, the individual end user, together with any company that employs you or that you represent ("You" or "Your" or "User") and NCBA Bank Kenya Plc. This applies to and governs your use of the Visa Spend Clarity for Business, an online service for accessing information relating to Business card programs (together with the websites through which the Visa Spend Clarity for Business is offered, the "Service") and any related Materials (as defined in the section titled "Materials").

This Agreement supplements and amends your existing card agreement with the NCBA Bank Kenya Plc. In the event of any conflict between your existing card agreement and this agreement, your card agreement will govern, except this agreement shall govern in any matter relating to the Service and any related Materials.

By;

- (i) Clicking "I Accept" or a similar affirmation as it appears below, or
- (ii) Accessing or using a Service or any related Materials, you acknowledge and agree that your use of the Service and any related materials made available to you will be governed by this agreement. If at any time you do not agree to the terms of this agreement, you must immediately terminate all use of the Service and related Materials.

You must be a Registered User to use the Service. Where a "Registered User" is a user from whom NCBA Bank Kenya Plc. has received the information required by Visa to permit such person to access the Visa Spend Clarity for Business website, its accompanying applications, media, and documentation, has been approved by the bank, who is accessing the Service solely in her or his capacity as an authorized agent on behalf of the business which holds the applicable card account, and who has agreed to accept the terms of this agreement. By using the Service, you agree to be bound by this Agreement. If you do not agree to these Terms of Use, please do not use the Service.

We reserve the right upon service of a thirty (30) day notice to:

- (i) Change the terms of this agreement; and
- (ii) Change the Service, including without limitation eliminating or discontinuing any content on or feature of the Service or its website.

Any changes Visa makes will be effective automatically after making such changes or posting such changes on the website(s) through which the Service is offered. Your continued use of the Service following such changes will be deemed acceptance of such changes. You must agree to this agreement in order to access the Service.

## ACCESS

Subject to and conditional upon your compliance with the terms of this Agreement, NCBA Bank Kenya Plc. grants to you, provided you are a Registered User, a personal, non-exclusive, non-sub-licensable, non-transferable, revocable limited license to;

- (i) Access the Service, the Visa Spend Clarity for Business Card Registration and Visa Payment Controls websites and
- (ii) To use the Service in connection with your participation in the Visa Spend Clarity for Business programme, conditioned on your acceptance without modification of the terms of this Agreement. The Service is licensed to you by Visa for your personal use, AND ALL RIGHTS NOT EXPRESSLY GRANTED ARE RESERVED BY NCBA Bank Plc.

## PROHIBITIONS

While using any Site, Materials and/or the Service, you shall not (and shall have no right to):

- (i) Use the Site(s), Materials or Service for any purpose that is in violation of any applicable laws, rules and regulations or prohibited by this Agreement;
- (ii) Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- (iii) Modify, adapt, translate, sell, reverse engineer, rent, lease, loan, distribute, decompile or disassemble or create any derivative works from the service, site or materials or any portion of the Site(s), Service (or of the software generating the Site or Service) or Materials;
- (iv) Alter or remove any copyright, trademark or other proprietary rights notices, legends or labels appearing on or contained in the Site(s), Materials or Service or any reproduction thereof;
- (v) Link to any page of or content on the Site(s) other than the URL provided to you by NCBA Bank Plc. to access the site, service and materials;

## MATERIALS

The information and materials provided through the site(s) or via the Service, including without limitation to any data, text, graphics, images, audio and video clips, logos, icons, software and links, (collectively, the "Materials") are intended to educate and inform you about the functionality of the Service and provide information about your Business payment program. Unless otherwise specified on the Site(s) or elsewhere as part of the Service, you may only download your data and information and associated reports from the Site(s) as permitted by your assigned level of access, and may use the downloaded data and information and reports solely for your internal business needs. Materials without the written consent of Visa or, if so indicated in writing by Visa, its licensors or suppliers.

## PASSWORDS

Authorized access to the Service, including the site and any materials requires your completion of a registration form. As part of the enrolment in the Service, you will be required to select an email address for a user identification and password that are required to access the Site(s).

You agree to (a) provide current, complete and accurate information as prompted by the applicable registration form and (b) maintain and update your information (including without limitation your email address) to keep it current, complete and accurate.

You agree to change the initially assigned password for your user identification promptly after assignment. You are the only person authorized to use your user identification and password, and you agree not to permit or allow other persons to have access to or use the same. You are entirely responsible for maintaining the confidentiality of your password and user identification. Furthermore, you are entirely responsible for all activities that occur through the use of your password or user identification.

You agree to notify NCBA Bank Plc immediately of any actual or suspected unauthorized use of your password or user identification or any other breach of security. For security purposes, NCBA Bank Kenya Plc will not disclose your user identification or password if you lose or forget it and, in such circumstances, you will be required to contact the Bank's customer service representative. You agree that NCBA Bank Kenya Plc will not be liable for any loss that you may incur as a result of someone else using your user identification or password, either with or without your knowledge. You understand you could be held liable for losses incurred by Visa or another party due to someone else using your user identification and password.

## CONFIDENTIALITY

You agree to hold all Confidential Information in strict confidence, not to disclose, distribute or disseminate the Confidential Information or information derived therefrom in any way to any third party and not to use the Confidential Information for your own benefit or the benefit of others, or for any purpose except in connection with Your exercise of Your rights and Your performance of Your obligations under this Agreement. To the extent that any Registered User will have access to Confidential Information, you agree that each such Registered User (a) is reasonably required to have such access to effect the purpose of this Agreement, and (b) has written and binding agreements with you to protect the unauthorized use and disclosure of Confidential Information consistent with this Agreement. You agree to ensure the protection of all Confidential Information from unauthorized disclosure and in any event, to take precautions at least as great as those taken to protect your own information of a similar nature, but in no event less than the equivalent of a reasonable degree of care.

## PRIVACY

All information collected in connection with the Service and the Site is subject to the privacy policy of the NCBA Bank Kenya Plc. Privacy Notice. The applicable privacy policy is noted during the Card Registration process and you are asked to read and accept it before registering for the Service

## TERMINATION

Your participation in the Service is at the sole discretion of NCBA Bank Kenya plc. NCBA Bank Kenya Plc. may limit or terminate your participation, impose conditions on your use of the Service (including the Site) and discontinue all or part of the Service (including the use of the Site) at any time. Your license and right to use the Service, the Site and the Materials are effective until terminated. This Agreement and your right to access and use the Site(s), Service and Materials will terminate immediately without notice from NCBA Bank PLC if you fail to comply with any provision of this Agreement. You may terminate this Agreement at any time upon written notice to the bank. This will be effected in three working days.

## VISA PAYMENT CONTROLS

You represent and warrant to NCBA Bank Kenya Plc. that you are authorized to enroll each Card in the Service. The Bank reserve the right to determine in each of their sole discretion whether a particular Visa card account can be enrolled in the Service.

Pursuant to the Service, Card transactions that meet your transaction blocking instructions will be denied authorization by the bank through the Visa systems and these Card transactions will not be processed for payment through Visa systems. Visa and the Bank will return a notice of the denied transaction authorization to the merchant where Your Card was presented for payment (such transaction, a "blocked transaction").

You also have the option of being notified of any blocked transactions through either email or mobile phone SMS text messages. If you sign up for email or mobile phone notifications, You should be careful where You leave your phone and who has access to Your email address or mobile phone, as these notifications will include details about blocked transactions.

Notifications are provided for convenience and information purposes only, and there is no liability for delayed or undelivered messages. Your mobile phone or Internet service provider or other third party may impose text messaging or other charges for these notifications (text message rates will apply to all text messages sent to your mobile phone in connection with the service). Message frequency depends on account usage and settings.

If you enroll more than one Visa card account number in the service, you may make different blocking and notification designations for each such Visa card account number. However, you're blocking and notification designations for a Visa card account number will apply to all Cards associated with that account number.

Single Transaction Limit - A Card transaction in an amount in excess of the amount you designate will be blocked.

Channel Restrictions - A Card transaction through a Card channel (e.g. e-commerce, ATMs) that you designate will be blocked.

State Restrictions - A Card transaction originated at a merchant location in a state that you designate will be blocked.

Merchant Groupings - A Card transaction at a merchant that is coded in a merchant grouping that you designate will be blocked.

Time of Day - A Card transaction that occurs in a time period that you designate will be blocked.

Please be aware that only Card transactions routed through the Visa network will be blocked in accordance with your designations. Card transactions routed through non-Visa networks will not be blocked.

Please also be aware that the blocking of a Card transaction pursuant to the Service does not affect any liability or responsibility that you may have to the merchant for goods or services that you may have received from the merchant.

If you receive notification of a blocked transaction that you or another Cardholder did not attempt to initiate, you should immediately contact the bank.

I accept the Visa Spend Clarity for Business Electronic Communication Policy and consent to receive documentation, notices and other communications regarding Visa Spend Clarity for Business electronically at my email address.

I have read and agreed to the Terms and Conditions and Privacy Policy.

Authorized signatory (ies) of the company:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## NCBA VISA BUSINESS REPORTING AND VISA PAYMENT CONTROLS AGREEMENT

These Terms and Conditions set out the legally binding terms (the "Agreement" or "Terms") which shall apply and govern the use of the Visa Business Reporting and Visa Payment Controls (with the websites through which the Visa Business Reporting and Visa Payment Controls service is each offered, each, a "Service") and any related Materials.

By accessing or using a Service or any related Materials, the Cardholder will be deemed to have acknowledged and accepted to be bound by this Agreement. These Terms shall not derogate, but shall be supplemental and additional to the Bank's General Terms and Conditions, the Credit Card General Terms and Conditions governing relationship between the Bank and Cardholder and the Visa Business Reporting and Visa Payments Controls Terms of Use.

### 1. DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions, unless the context otherwise requires:

- 1.1. "Bank" means NCBA Bank Kenya PLC
- 1.2. "Card" means the NCBA Visa Credit Card issued to the Cardholder and is valid and subsisting
- 1.3. "Visa" means Visa International Service Association, Visa Worldwide Pte. Limited, Visa U.S.A. Inc., Visa Europe Limited or any of its Visa's Affiliates

As used in this Agreement, the words "you", "your" or "user" are synonymous, and refer to the Cardholder using the Services in any way

### 2. TERMS OF USE

- 2.1. The Bank in conjunction with Visa may grant you a personal, non-exclusive, non-sub licensable, non-transferable, revocable limited license to access and use the Services and the grant of this limited license is conditional upon your agreement to, and compliance with, this Agreement without modification and any other enrollment requirements that the Bank may advise from time to time.
- 2.2. Upon approval of your application for enrollment, the Bank shall provide a link for you to access the Visa Business Reporting, the Visa Business Reporting Card Registration and Visa Payment Controls websites (each a "Site")

### 3. NO UNLAWFUL OR PROHIBITED USE

You may not use the Services for any purpose that is unlawful or in violation of any applicable laws, rules and regulations or prohibited by this Agreement. You may not sublicense (or purport to sublicense), distribute or disclose the Service, Site or Materials, in whole or in part, to any third party

### 4. ACCESS AND PASSWORDS

You are the only person authorized to use your user identification and password, and you agree not to permit or allow other persons to have access to or use the same. You are entirely responsible for maintaining the confidentiality of your password and user identification. Furthermore, you are entirely responsible for all activities that occur using your password or user identification. You agree that the Bank will not be liable for any loss that you may incur because of someone else using your user identification or password, either with or without your knowledge. You understand you will be liable for losses incurred by the Bank or another party due to someone else using your user identification and password

### 5. CONFIDENTIALITY.

You agree to hold all Confidential Information in strict confidence, not to disclose, distribute or disseminate the Confidential Information or information derived from the Services or the Site to any third party and not to use the Confidential Information for Your own benefit or the benefit of others, or for any purpose except as authorized by this Agreement

### 6. DATA PROTECTION AND PRIVACY

All information collected in connection with the Service(s) and the Site is subject to the Bank's Privacy Policy, as may be updated from time to time, which is available upon request and accessible at [www.ncbagroup.com](http://www.ncbagroup.com). Information collected by Visa is used to provide and customize the Service(s) as described in the Visa Global Privacy Notice and Visa and Your Data

[<https://visacards.africa/privacy-policy>]

### 7. TERMINATION

Participation in the Services is at the sole discretion of the Bank, which may limit participation, impose conditions on its use, and discontinue your access to all or part of the Services at any time. Your license and right to use the Services are effective until terminated. This service will terminate immediately without notice from the Bank if you fail to comply with any provision this terms and conditions. You may terminate this Agreement at any time upon (30) thirty day written notice to the Bank.

### 8. FEES AND CHARGES

The Service is an opt-in service and the Bank will charge you fees and charges applicable to the use of the Service at the rate, timeframes and manner set out in the Tariff Guide at <https://ke.ncbagroup.com/tariff-guide/>

### 9. GENERAL

The Bank shall not be responsible nor shall accept any liabilities of any nature howsoever arising or suffered by you or any third party resulting directly or indirectly from the use of the Service. The Bank (including its officers, directors, employees and agents) shall not be liable for any indirect, special, incidental, punitive or consequential damages or any claims in connection with or arising out of this Agreement howsoever arising.

The Bank does not warrant that the Services will be uninterrupted, timely, accurate, reliable, correct or secure; that the Services will be available at any particular time or location. Satisfaction, quality, performance, accuracy and effort concerning the Services are solely at your own risk. To the extent allowable by law, the Bank expressly excludes and disclaims any representations or warranties including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of the Service and the Site.

These terms and conditions represent the entire agreement between the parties relating to the subject matter hereof and no waiver or modification of the Agreement shall be valid unless in writing signed by each party.

The laws Kenya will govern this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

### 10. VISA RULES

This Agreement incorporates the Visa Business Reporting and Visa Payments Controls Terms of Use accessible at <https://visacards.africa/terms-of-use>

**NCBA VISA BUSINESS REPORTING AND VISA PAYMENT CONTROLS AGREEMENT**

Signed for on behalf of Company (must be persons nominated as per Board confirmation to execute the document):

Authorized signatures

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

