



TERMS AND CONDITIONS FOR THE KCB MOBILE LOAN



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1. THE AGREEMENT

- 1.1. This Agreement sets out the complete Terms and Conditions (hereinafter called "these Terms and Conditions") which shall be applicable to the KCB Mobile Loan Services (as hereinafter defined) initiated by you (as hereinafter defined) with the Bank (as hereinafter defined).
- 1.2. The Customer accepts and acknowledges that this is a legal and binding agreement between the Customer and the Bank once accepted by both parties.
- 1.3. "We," "our," and "us," means the Bank and includes its successors in title and assigns.
- 1.4. "You" or "your" means the Customer and includes your personal representatives and heirs.
- 1.5. The word "Customer" shall include both the masculine and the feminine gender as well as juristic persons.
- 1.6. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

2. DEFINITIONS

In these Terms and Conditions, the following words, and expressions (save where the context requires otherwise) bear the following meanings:

- 2.1. **"Bank"** means KCB Bank Kenya Limited incorporated in Kenya as a limited liability company under the Companies Act (Chapter 486 of the Laws of Kenya) and duly licensed as a Bank under the Banking Act (Chapter 488 of the Laws of Kenya) and includes subsidiaries of the Bank as may from time to time be specified by the Bank to you.
- 2.2. **"Bank Rate"** means the interest rates on loans or savings as may be set and communicated by the Bank from time to time.
- 2.3. **"Bank Account"** means the account held and operated in the Bank by a KCB customer.
- 2.4. **"Credit Limit"** means the maximum pre- approved amount that a customer can borrow on this service.
- 2.5. **"Credit Reference Bureau"** means a credit reference bureau duly licensed under the Banking Act pursuant to the Banking (Credit Reference Bureau) Regulations, 2020 to inter alia, collect and facilitate the sharing of customer credit information.
- 2.6. **"Customer"** means the person in whose name the KCB Mobile Loan Account with the Bank is existing.
- 2.7. **"Contact Centre"** means the Customer Care Centre or KCB Branch, or any other outlets as may be notified to the Customer by the Bank from time to time.
- 2.8. **"E-Money"** means the electronic monetary value depicted in your KCB Mobile Loan Account representing an equal amount of cash.
- 2.9. **"Equipment"** includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access mobile Network.
- 2.10. **"Graduated Interest"** means the interest charged under the KCB Mobile Loan Service, for facilities eligible for roll-over, consisting of the difference between the Interest Rate of the selected tenor and the Interest Rate for the rolled over period.

- 2.11. **"IPRS"** means the Integrated Population Registration System set up and maintained by the Government of Kenya under the Ministry of State for Immigration and Registration of Persons.
- 2.12. **"Immediate payment"** means voluntary instant repayment of loan advanced before the due date.
- 2.13. **"Interest Rate"** means the percentage of the Loan amount that is charged as the cost of borrowing the KCB Mobile Loan as stated in Table A, based on the approved Risk-based pricing model subject to change at the Bank's discretion, subject to giving you thirty (30) days' notice of the proposed change.
- 2.14. **"KCB Mobile Loan" or "Loan"** means the loan facility advanced by the Bank.
- 2.15. **"KCB Mobile Loan Account"** means a loan account opened and operated in accordance with the terms and conditions herein contained.
- 2.16. **"KCB Mobile Loan Menu"** means the KCB Mobile Loan Menu on the KCB Mobile System.
- 2.17. **"KCB Mobile Loan Service"** means the service offered by the Bank to borrow and repay loans through mobile phone.
- 2.18. **"KCB Mobile PIN"** means your personal identification number being the secret code used to access and operate the KCB Mobile System and your KCB Mobile Loan Account.
- 2.19. **"KCB Mobile Subscriber"** means any person registered to use the KCB Mobile System to send or receive money, borrow, save, or make payments.
- 2.20. **"KCB Mobile System"** means the system operated by KCB for the provision of the Mobile Banking Service using the Mobile Networks.
- 2.21. **"Late Repayment Penalty"** means penalty of 5% per annum charged on any outstanding Loan amount after the due date.
- 2.22. **"Loan Auto Recovery"** means automated recovery of the loan advanced from the customer account on/ after the due date.
- 2.23. **"Margin"** means, where applicable, a variable deviation percentage rate per annum added to the Bank's Rate. The Margin comprises a Credit Risk premium and any other costs permitted by law.
- 2.24. **"Network"** means the mobile cellular network operated by various mobile networks.
- 2.25. **"Personal Information"** means personal identifiable information as prescribed in the Data Protection Act which includes but is not limited to name, address, phone number, identification number and location data.
- 2.26. **"Request"** means a request or instruction received by the Bank from you or purportedly from you through the Network and the System and upon which the Bank is authorized to act.
- 2.27. **"Risk-based pricing"** means a loan pricing model where customers are offered different prices for products based on their assessed risk profile.
- 2.28. **"Services"** shall include any form of banking services or products that the Bank may offer you pursuant to this Agreement and as you may from time to time subscribe to and "Service" shall be construed accordingly.
- 2.29. **"SIM Card"** means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the KCB Mobile System.
- 2.30. **"SMS"** means a short, customized message service consisting of a text message transmitted from one mobile phone to another.
- 2.31. **"System"** means the Bank's electronic Banking and communications software enabling the Customer to communicate with the Bank for purposes of the Services. The System and the Services will for the purpose of this Agreement be accessed through the Vooma System or any other system that the Bank may thereafter employ.
- 2.32. **"Transaction Fees"** includes the interest, the penalty fee and any other fees and charges payable

for the use of the Services as published by the Bank on the Bank's website and/or the daily newspapers in Kenya or by such other means as the Bank shall in its sole discretion determine.

- 2.33. **"Vooma"** means the money transfer and payments service (or any other similar service as may be styled and named at the discretion of the Bank) provided by the Bank through the KCB Mobile System.

3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1. Before applying to open the KCB Mobile Loan Account via the KCB Mobile System you should carefully read and understand these Terms and Conditions which will govern the use and operation of the KCB Mobile Loan Account.
- 3.2. If you do not agree with these Terms and Conditions, please select "No" on the KCB Mobile Loan Menu.
- 3.3. You will be deemed to have read, understood, and accepted these Terms and Conditions: -
- 3.3.1. Upon selecting "Yes" option on the KCB Mobile Loan Menu requesting you to confirm that you have read and accepted the Terms and Conditions as stated on the website <https://ke.kcbgroup.com>; and/or
- 3.3.2. Upon registration of a KCB Mobile Loan Account and/or by using or continuing to use and operate the KCB Mobile Loan Account.
- 3.4. By applying to open the KCB Mobile Loan Account with the Bank, you agree to comply with and be bound by these Terms and Conditions for the time being and from time to time in force governing the operation of the KCB Mobile Loan Account and you affirm that these Terms and Conditions herein are without prejudice to any right that the Bank may have with respect to the KCB Mobile Loan Account in law or otherwise.
- 3.5. These Terms and Conditions may be amended or varied by the Bank from time to time.
- 3.6. You acknowledge and accept that the Bank offers the KCB Mobile Loan Account only electronically and you agree to do business with the Bank and to operate the KCB Mobile Loan Account only by electronic means via the KCB Mobile Loan menu on the KCB Mobile System. Any query and complaint you may have relating to the Services shall be addressed to the Bank through the Contact Centre. For the avoidance of doubt, you acknowledge and accept that you will not be allowed or entitled to receive or demand the Services pertaining to the KCB Mobile Loan Account at any branch or branches of the Bank unless otherwise advised by the Bank in its sole discretion. You further acknowledge and accept that the Contact Centre is not a branch of the Bank or the Bank's Agent for purposes of conducting Banking business or transactions and that it will not act as such.

4. ACCOUNT OPENING

- 4.1. To open a KCB Mobile Loan Account with the Bank, you must be at least 18 years old, a registered and active Mobile Subscriber with a mobile service provider with which the Bank has an agreement with for the provision of this service. The Bank reserves the right to verify with the IPRS the authenticity of your details.
- 4.2. You may open a KCB Mobile Loan Account solely by way of an electronic application made by you using your Equipment via the KCB Mobile Loan Menu on the KCB Mobile System.
- 4.3. You hereby agree and authorize the Bank to request IPRS for your personal information held by IPRS pursuant to the agreement between you and KCB for the provision of Mobile Banking products

and services and Banking Service including your phone number, name, date of birth, ID or Passport Number and such other information that will enable the Bank to identify you and comply with the regulatory “Know Your Customer” requirements (together the “Personal Information”). You also hereby agree and authorize the Bank to request IPRS for information relating to your ID as the Bank shall require for purposes of providing you the Services. You hereby consent to the disclosure of the Personal Information by IPRS to the Bank and to the aforesaid use of the Personal Information by the Bank.

- 4.4. You hereby agree and authorize the Bank to obtain and procure your Personal Information contained in the IPRS from the Government of Kenya and you further agree and consent to the disclosure and provision of such Personal Information by the Government of Kenya to the Bank.
- 4.5. You hereby further acknowledge and authorize the Bank to verify your Personal Information received from Mobile Network pursuant to Clause 4.3 against the information received from the Government of Kenya in your respect as contained in the IPRS.
- 4.6. The Bank reserves the right to request for further information from you pertaining to your application for a KCB Mobile Loan Account at any time. Failure to provide such information within the time required by the Bank may result in the Bank declining to accept your application for a KCB Mobile Loan Account.
- 4.7. You undertake to update the personal information provided when opening the Bank Account within thirty (30) days from the date of any changes to the information provided therein.
- 4.8. Acceptance by the Bank of your application for a KCB Mobile Loan shall be done via SMS sent to the Mobile Phone Number associated with your Bank Account.
- 4.9. The Bank reserves the right to decline your application for a KCB Mobile Loan Account or to revoke the same at any stage at the Bank’s sole discretion and without assigning any reason or giving any notice thereto.
- 4.10. After successful registration, you can use the Services seven (7) days a week, twenty-four (24) hours a day, although some or all of the Services will not be available during regularly scheduled maintenance periods or due to system/network interruptions.

5. TYPES OF ACCOUNT

As a registered Bank account holder and a KCB Mobile Subscriber, you may, subject to these terms and conditions register for a KCB Mobile Loan Account using the KCB Mobile Loan menu on your equipment and/or to borrow money from the Bank as follows:

5.1. KCB MOBILE LOAN ACCOUNT

- 5.1.1. As a holder of a KCB Mobile Loan Account and having received a confirmation message bearing your credit limit, you may, subject to these terms and conditions apply for a loan using the request loan menu on your equipment. The transaction fees payable to Mobile Network for transactions effected in respect of your Account from time to time will apply to any transactions effected in respect of your KCB Mobile Loan Account using the KCB Mobile System.
- 5.1.2. Where you apply for a loan from the Bank, your application shall be appraised according to the applicable loan appraisal processes of the Bank. The Bank reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan.
- 5.1.3. Subject to approval of your application for a loan the Bank shall disburse to you a loan of an amount to be determined by the Bank in its sole discretion subject to a minimum amount

of Kenya Shillings Fifty (Kshs.50/=) and a maximum amount of Kenya Shillings One Million (Kshs.1,000,000/=) or such other minimum or maximum amount as the Bank may from time to time in its sole discretion determine (the "Loan").

- 5.1.4. The principal amount shall be credited into your Bank Account subject to the total amount due from you, being the sum of the principal loan amount and the applicable Transaction Fees/ Interest charge and any applicable taxes.
- 5.1.5. You shall repay the Loan within the term agreed upon at the time of loan application.
- 5.1.6. As you apply for the Loan, you will be able to select your preferred Loan and Loan repayment period from the KCB Mobile Loan Menu on your Equipment. The Loan repayment period shall be for any of the following durations as the Bank may determine in its discretion, PROVIDED THAT for the purposes of calculation of the repayment period and Interest payable, each day(s) shall be calculated as ending at midnight: -
 - a) 1 day.
 - b) 7 days.
 - c) 14 days.
 - d) 30 days.
 - e) 90 days.
 - f) 180 days.
 - g) 12 months.

The Interest Rate and Margin chargeable, and Graduated Interest charged for the various eligible repayment periods is as stated in Table A below and are ~~per~~ based on the Risk-based pricing model.

- 5.1.7. In consideration of the Bank granting you the Loan, you shall pay the Bank an Interest Rate being the Bank's Rate as provided in Table A, such Margin (as applicable) and excise duty or other taxes, where applicable and the applicable fees. The Interest Rate and any other applicable fees shall be paid by you upon repayment of the Loan. Transaction Fees are subject to change at any time at the Bank's sole discretion subject to thirty days' notice to you.
- 5.1.8. You shall make all payments due from you to the Bank in respect of the Loan and Transaction Fees using the KCB Mobile Loan Service and the Mobile Banking System only unless otherwise agreed by the Bank in its discretion.
- 5.1.9. In the event Your KCB Mobile loan is below Your limit, You may apply for a loan Top up for the difference in value to a maximum of the value of Your limit, PROVIDED that the application is made prior to the initial loan term limit, within the period permitted prescribed as shall be advised, and is repaid within the term of the initial loan. Charges will apply to the Top Up Loan as per the terms of this Agreement.
- 5.1.10. For loans of 1 day, 7 days or 14 days tenors, if you do not repay the Loan (or its top up) in full (including the principal and interest) within the agreed repayment period, the Bank may automatically roll over any outstanding amount in respect of the Loan to the next loan repayment period but only up to a maximum roll over period of thirty days (the "Graduation Period") from the date when the Loan was granted.
- 5.1.11. For loans of 30 days, 90 days, 180 days, 12 months or higher tenors, repayment shall be monthly.
- 5.1.12. The Borrower may at any time partially or fully repay the loan before the expiry of the term.

- 5.1.13. In consideration of the Bank forbearing to demand the immediate payment of the outstanding amount due in respect of your KCB Mobile Loan and rolling over the same pursuant to these terms and conditions, you shall, in addition to paying the outstanding amount and any outstanding interest in respect of the Loan, pay to the Bank a roll-over charge (“Graduated Interest”) in accordance with these terms and conditions to be advised prior to effecting the roll-over of the outstanding amount in respect of the Loan (the “Graduation Amount”).
- 5.1.14. In the event that you do not repay the Loan in full within the Graduation Period, you will be liable to pay a Late Repayment Penalty fee of 5% per annum on any outstanding principal amount in respect of the Loan in addition to the outstanding Loan amount. Where the Bank, at its discretion, does not roll over the loan, the Bank will automatically start charging a late repayment penalty fee at the end of the loan repayment period, which shall be calculated on any outstanding amount in respect of the loan and shall continue to accrue till payment is received by the Bank in full.
- 5.1.15. For term loans of 30 days, 90 days, 180 days, 12 months or higher tenors, if you do not repay the Loan (or its top up) in full within the loan term after the date of disbursement of the Loan, the Bank will automatically start charging a late repayment penalty fee which shall be calculated on any outstanding loan amount in respect of the loan and shall continue to accrue till payment is received by the Bank in full.
- 5.1.16. The Bank shall be entitled to terminate this Agreement and close your KCB Mobile Loan Account in accordance with the provisions of Clause 13 without prejudice to any of its rights accruing hereunder if you fail to repay the Loan and/or the Transaction Fees due thereon within ninety (90) calendar days of the disbursement of the Loan.
- 5.1.17. The Bank shall utilize funds in any of the accounts opened and operated by you to offset any amounts outstanding and due from you to the Bank in respect of your KCB Mobile Loan Account. You hereby agree and confirm that the Bank is entitled in its discretion to prevent or restrict you from withdrawing in whole or in part the funds in your KCB Mobile or Bank Account for so long as and to the extent of the amount outstanding in respect of your KCB Mobile Loan without the Bank giving any notice to you and/or without incurring any liability to you whatsoever in that connection.
- 5.1.18. The Bank reserves the right to vary the terms of the Loan including the fees payable thereon from time to time having regard to the prevailing rules and regulations of the Central Bank of Kenya and the policies of the Bank. Provided that such varied Loan terms shall take effect only upon the lapse of an advance written notice, which we shall deliver to you at least of thirty (30) days in advance of the effective date of variations.
- 5.1.19. The Bank shall have a right of lien and set off over funds held by you in your KCB Mobile Loan Account, any other Bank related Account(s) held by you and/or any other account held by you in the Bank.
- 5.1.20. You hereby expressly consent and authorize the Bank to disclose, respond, advise, exchange, and communicate the details or information pertaining to your KCB Mobile Loan Account to Credit Reference Bureau as required under the Banking Act or any other regulatory body.

6. FEES

- 6.1. You hereby agree to pay all Transaction Fees payable in connection with your use of the Services.
- 6.2. You shall pay to the Bank and the Bank is entitled deduct from your KCB Mobile Loan Account and/or your Bank account (without further reference to you):
 - 6.2.1. Any Transaction Fees payable in respect of the Services.
 - 6.2.2. Any legal charges including advocate and client costs incurred by the Bank in obtaining legal advice in connection with your KCB Mobile Loan Account and your dealings with the Bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of any dealings in respect of your KCB Mobile Loan Account; and
 - 6.2.3. All other fees, expenses and taxes, duties, impositions, and expenses incurred in complying with your Requests.
- 6.3. You hereby agree to pay costs charges and expenses incurred by the Bank in obtaining or attempting to obtain payment of any loan owed under your KCB Mobile Loan Account.

7. TAXES

- 7.1. All payments to be made by you in connection with these Terms and Conditions are calculated without regard to any taxes and duties payable by you. If any taxes are payable in connection with the payment, you must pay the Bank an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.
- 7.2. Amounts in your KCB Mobile Loan or KCB Bank Account may be subject to withholding tax in accordance with applicable Kenyan, foreign or international law.
- 7.3. You consent and agree that the Bank may withhold amounts in your KCB Mobile Loan Account or any other of your accounts held with the Bank at any time, if any Kenyan or foreign tax authority requires the Bank to do so, or whenever the Bank is otherwise required by such law or needs to comply with internal policies or with any applicable order or sanction of such tax authority.

8. STATEMENTS

- 8.1. You may request for a statement or activity report in respect of your KCB Mobile Loan account from the Bank.
- 8.2. The Loan Account Statement shall provide details of the last 5 (five) transactions, or such other number of transactions as determined by the Bank.
- 8.3. You may obtain printed KCB Mobile Loan Account Mini Statements or a printed Bank statement pertaining to your KCB Mobile Loan Account from the Bank's branches. You shall be responsible for the payment of any charges levied by the Bank for such printed statements.
- 8.4. Save for a manifest error, a KCB Mobile Loan Account Mini Statement or Bank statement issued to you aforesaid in respect of your KCB Mobile Loan Account shall be conclusive evidence of the transactions carried out on your KCB Mobile Loan Account for the period covered in the KCB Mobile Loan Account Mini Statement and/or Bank statement.

9. IRREVOCABLE AUTHORITY OF THE BANK

- 9.1. It is your sole responsibility to familiarize yourself with the operating procedures for the service that will be provided by the Bank upon your registration to the Service. The Bank will not be liable for any losses incurred as a result of your errors either of commission and/or omission.
- 9.2. You hereby irrevocably authorize the Bank to act on all Requests received by the Bank from you (or

purportedly from you) through the System and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.

- 9.3. If you request the Bank to cancel any transaction or instruction after a Request has been received by the Bank from you, the Bank may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.
- 9.4. The Bank shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Bank believes that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.
- 9.5. The Bank is authorized to effect such orders in respect of your KCB Mobile Loan Account as may be required by any court order or competent authority or agency under the applicable laws.
- 9.6. In the event of any conflict between any terms of any Request received by the Bank from you and these Terms and Conditions, these Terms and Conditions shall prevail.

10. CUSTOMER'S EQUIPMENT AND CUSTOMER'S RESPONSIBILITIES

- 10.1. You shall at your own expense provide and maintain in safe and efficient operating order your Equipment necessary for the purpose of accessing the System and the Services.
- 10.2. You shall be responsible for ensuring the proper performance of your Equipment. The Bank shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall the Bank be responsible for any computer virus or related problems that may be associated with the use of the System, the Services, and the Equipment. You shall be responsible for charges due to any service provider providing you with connection to the Network and the Bank shall not be responsible for losses or delays caused by any such service provider.
- 10.3. You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the Bank concerning the use of the System and Services.
- 10.4. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment and for keeping your KCB Mobile PIN secret and secure. You shall ensure that your KCB Mobile PIN does not become known or come into possession of any unauthorized person. The Bank shall not be liable for any disclosure of your KCB Mobile PIN to any third party, and you hereby agree to indemnify and hold the Bank harmless from any losses resulting from any KCB Mobile PIN disclosure.
- 10.5. You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, you shall ensure that all communications from the Bank are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the System will be detected.
- 10.6. You shall immediately inform the Bank through the Contact Centre if:
 - 10.6.1. You have reason to believe that your KCB Mobile PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or
 - 10.6.2. You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- 10.7. You shall always follow the security procedures notified to you by the Bank from time to time or such other procedures as may be applicable to the Services from time to time.

You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your KCB Mobile Loan Account's confidentiality. You shall ensure that the

Services are not used, or Requests are not issued, or the relevant functions are not performed by anyone other than a person authorized to do so.

- 10.8. You shall not at any time operate or use the Services in any manner that may be prejudicial to the Bank.

11. EXCLUSION OF LIABILITY

- 11.1. The Bank will not be liable for any losses or damage suffered by you as a result of or in connection with: -
- 11.1.1. Unavailability of sufficient funds in your Mobile Money Account, and/or in your Bank Account.
 - 11.1.2. The money in your Bank Account being subject to legal process or other encumbrance restricting payments or transfers thereof.
 - 11.1.3. Your failure to give proper or complete instructions for payments or transfers relating to your KCB Mobile Loan Account.
 - 11.1.4. Failure, malfunction, interruption or unavailability of your Mobile Device, and, to the extent beyond the reasonable control of the Bank, failure, malfunction, interruption or unavailability of the System, the Network or the Service.
 - 11.1.5. The Services, the System and/or your Mobile Device not functioning properly at the time you attempted to initiate the transaction, and it was evident to you at the time you began the transaction.
 - 11.1.6. Failure of any other telecommunication system or data transmission system other than the KCB Mobile System, beyond the reasonable control of the Bank.
 - 11.1.7. Transactions made from your account by unauthorized third party who passes all the identity and verification checks.
 - 11.1.8. Transactions made by input of incorrect amounts by you.
 - 11.1.9. Disclosure of account information to third parties, non-delivery, delayed delivery, mishandling of or inaccurate content in information sent through an Alert.
 - 11.1.10. Unauthorized access to the service due to loss of your mobile device.
 - 11.1.11. The quality of service of your mobile service provider.
 - 11.1.12. Any fraudulent or illegal use of the Services, the System and/or your Equipment.
 - 11.1.13. Any circumstance whatsoever not within the Bank's control including, without limitation, force majeure, terrorist or any enemy action and adverse weather or atmospheric conditions; or
 - 11.1.14. Your failure to comply with these Terms and Conditions and any document or information provided by the Bank concerning the use of the System and the Services.
- 11.2. Under no circumstances shall the Bank be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to the Bank.
- 11.3. If for any reason other than a reason mentioned in these Terms and Conditions are interfered with or unavailable, the Bank's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practical.
- 11.4. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

12. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the intellectual property rights in the System (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that the Bank provides to you through the System or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Bank.

13. INDEMNITY

13.1. In consideration of the Bank complying with your instructions or Requests in relation to the KCB Mobile Loan Account, you undertake to indemnify the Bank and hold it harmless against any loss, charge, damage, expense, fee or claim which the Bank suffers or incurs or sustains thereby and you absolve the Bank from all liability for loss or damage which you may sustain from the Bank acting on your instructions or requests or in accordance with these Terms and Conditions.

13.2. The indemnity in clause 13.1 shall also cover the following:

13.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against the Bank or which it may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Bank's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Bank.

13.2.2. Any loss or damage that may arise from your use, misuse, abuse, or possession of any 3rd party software, including without limitation, any operating system, browser software or any other software packages or programs.

13.2.3. Any unauthorized access to your KCB Mobile Loan Account or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your Equipment.

13.2.4. Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of 3rd party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by the Bank as a consequence of any breach by these Terms and Conditions.

13.2.5. Any damages and costs payable to the Bank in respect of any claims against the Bank for recompense for loss where the particular circumstance is within your control.

13.3. Any claim brought against the Bank by a third party resulting from your breach of these Terms and Conditions.

14. SUSPENSION/TERMINATION

14.1. Save for the provisions under Clause 14.2, the Bank may, upon issuance of 30 days' notice to you, terminate its business relationship with you and close your KCB Mobile Loan Account and in particular but without prejudice to the generality of the foregoing the Bank may cancel credit limit

which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine.

- 14.2. Without prejudice to the Bank rights under clause 14.1, the Bank may at any time, at its sole discretion suspend, decline a loan application, or close your KCB Mobile Loan Account:
 - 14.2.1. If you use the KCB Mobile Loan Account for unauthorized purposes or where the Bank detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services.
 - 14.2.2. If your Bank Account or agreement with the bank is terminated for whatever reason.
 - 14.2.3. If the Bank is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator, or other competent authority.
 - 14.2.4. If the Bank reasonably suspects or believes that you are in breach of these Terms and Conditions (including non-payment of any Loan amount due from you where applicable).
 - 14.2.5. Where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety.
 - 14.2.6. To facilitate update or upgrade the contents or functionality of the Services from time to time.
 - 14.2.7. Where you remain inactive for six (6) months, or any other period as may from time to time be determined by the Bank in its reasonable discretion; or
 - 14.2.8. If the Bank decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion.
- 14.3. You may close your KCB Mobile Loan Account at any time upon payments of all outstanding amounts owed to the Bank.
- 14.4. If your KCB Mobile Loan Account has any credit balance at the time of its closure, we will return any such balance to you, less any applicable fees. If your KCB Mobile Loan is in arrears at the time of closure of your KCB Mobile Loan Account, you agree to pay to us immediately all amounts you owe us.
- 14.5. Termination shall however not affect any accrued rights and liabilities of either party.
- 14.6. If the Bank receives notice of your demise, the Bank will not be obliged to allow any operation or withdrawal from your KCB Mobile Loan Account by any person except upon production of Grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

15. DATA PRIVACY

- 15.1. KCB Group Plc and its subsidiaries are required by law to collect certain Personal Data and are legally obligated to deny you the service if such information is not available. Apart from the legal obligation mentioned above, KCB Group also needs to collect your Personal Data for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.
- 15.2. KCB is committed to respecting and protecting the privacy of the Personal Data collected from the Account Holder. KCB Group Plc privacy statement, as updated from time to time, explains how we treat your Personal Data, who we share your Personal Information with and measures taken to protect your privacy when you use our Services. This can be found on KCB Data Privacy Statement accessible on this link <https://ke.kcbgroup.com/data-privacy-statement/>, and also on our website, www.kcbgroup.com. If unable to access the link or our website, please reach us on any of our customer care channels to receive a copy.
- 15.3. The Bank may hold and process, by computer or otherwise, any information obtained about you.

- 15.4. You confirm that the Bank may at any time and from time to time at its sole discretion carry out credit checks with any of the licensed credit reference agencies on you.
- 15.5. You hereby expressly consent and authorize the Bank to disclose receive record or utilize your personal information or information or data relating to your KCB Mobile Loan Account and any details of your use of the Services-
- 15.5.1. to include your personal data in the Bank's computer systems which may be accessed by other companies in the Bank's group for credit assessment, statistical analysis including behavior and scoring and to identify products and services (including those supplied by third parties) which may be relevant to you; and
 - 15.5.2. permit other companies within the Bank's group to use personal data and any other information it holds about you on the Bank's computer systems to bring to its attention products and services which may be of interest to you.
 - 15.5.3. You agree that the Bank may disclose any information relevant to you in the Bank's possession on terms that such recipient is to treat in confidence any confidential information so disclosed to it and further agrees that the Bank may disclose personal data and/or information relating to you or any relevant party outside the Bank's group whether such personal data and/or information is obtained after you cease to be the Bank's customer or during the continuance of the bank-customer relationship or before such relationship was in contemplation:-
 - 15.5.3.1. for fraud prevention purposes.
 - 15.5.3.2. to licensed credit reference agencies if you are in breach of its obligations to the Bank and you agree that such information may be used by other banks or institutions in assessing credit applications and for debt tracing.
 - 15.5.3.3. To the Bank's external lawyers, valuers, survey agencies, auditors, software developers and sub-contractors or other persons acting as agents of the Bank or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings.
 - 15.5.3.4. To Mobile Network in connection with the Mobile Money Service and the Services.
 - 15.5.3.5. For reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and
 - 15.5.3.6. In business practices including but not limited to quality control, training and ensuring effective systems operation.
 - 15.5.3.7. to any person who may assume the Bank's rights under these Terms.
 - 15.5.3.8. to debt collection agencies.
 - 15.5.3.9. to any regulatory, fiscal, or supervisory authority, any local or international law enforcement agencies, governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities and law enforcement agencies or courts where demand for any personal data and/or information is within the law.
 - 15.5.3.10. to the Bank's subsidiaries, affiliates and their branches and offices (together and individually for reasonable commercial purposes relating to the Services or such other services as you may select.
 - 15.5.3.11. if the Bank has a right or duty to disclose or is permitted or compelled to do so by law.

- 15.5.3.12. for purposes of exercising any power, remedy, right, authority or discretion relevant to the Letter or the Security following the occurrence of an Event of Default, to any other person or third party as well.
- 15.6. You acknowledge and agree that, notwithstanding the terms of any other agreement between you and the Bank, the disclosure by the Bank of information relevant to you in the circumstances contemplated in this clause does not violate any duty owed to you either in common law pursuant to any agreement between the Bank and you or in the ordinary course of banking business and the customs, usage and practice related thereto and further that the disclosure as aforesaid may be made without reference to or further authority from you and without inquiry by the Bank as the justification or validity of such disclosure.
- 15.7. Provided that any consent given to the Bank to disclose information to any third party excluding the law enforcement, investigative and regulatory authorities or where demand for any personal data and/or information is within the law, may be withdrawn at any time.
- 15.8. All records of KCB relating to the Account and/or arising out of the use of the Service, including the recorded time of the transaction and the Authorized User originating the transaction, shall be conclusive proof of the genuineness and accuracy of the transactions in the Account and may only be challenged by you and/or Authorized User on reasonable grounds. You hereby expressly grant to KCB the authority to record the transaction details.
- 15.9. You acknowledge that the Bank may retain your personal data and/or information for a period of up to seven (7) years or as may be required by law.

16. MISCELLANEOUS

- 16.1. These Terms and Conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors.
- 16.2. This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.
- 16.3. The Bank may vary or amend at any time these Terms and Conditions and the Transaction Fees. Any such variations or amendments may be published in posters or pamphlets available at bank's branch outlets, in the daily newspapers, on the Bank website and/or by any other means as determined by the Bank and any such variations and amendments shall take effect immediately upon the lapse of thirty (30) days written notice issued by the Bank informing you about the variations or amendments.
- 16.4. No failure or delay by either yourself or the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 16.5. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 16.6. If any provision of these Terms and Conditions shall be found by any duly appointed arbitrator, court, or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.
- 16.7. Any addition or alteration to these Terms and Conditions may be made from time to time by the Bank and of which notice has been given to you by way of publication as provided in subparagraph 16.3 shall be binding upon you as fully as if the same were contained in these Terms and Conditions.

17. NOTICES

- 17.1. The Bank may send information concerning the KCB Mobile Loan Account via SMS to the Mobile Phone number associated with your Bank Account.
- 17.2. You acknowledge that you have no claim against the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications, or any other irregularities due to transmission of any communication pertaining to the KCB Mobile Loan Account.

18. CUSTOMER COMPLAINTS

- 18.1. Complaints may be made in person, in writing, by post, fax, email or by telephone on 0711 087000 or 0732 187000. For purpose of reporting a complaint, the following may be used: SMS number 5222 and WhatsApp number 0711 087087, or You may visit any KCB branch for assistance.

The Bank will take all measures within its means to resolve your complaints within 30 days. All complaints will be handled in accordance with the Bank's complaints handling procedures and, the Bank's Service Charter which is available on request from any Contact Centre. Where a notification regarding your complaint or any other matter is expected from the Bank but not received, you may make a further complaint within a reasonable time after non-receipt of such notification.
- 18.2. Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Customer Care Centre.

19. DISPUTE RESOLUTION AND JURISDICTION

- 19.1. You may contact the Contact Centre to report any disputes, claims or KCB Mobile Loan Account discrepancies.
- 19.2. Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives shall be referred to a court of law in the Republic of Kenya for determination.
- 19.3. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.

TABLE A
Product Pricing

Period	Interest Rate	Graduated Interest (Roll-over) charge*	Late Repayment penalty (p.a.)
1 day	1.20%	% of Graduated Amount	5% of Outstanding Amount
7 days	3.30%	%, of Graduated Amount	5% of Outstanding Amount
14 days	4.81%	%, of Graduated Amount	5% of Outstanding Amount
30 days	7.30%	Not Applicable	5% of Outstanding Amount
90 day	9.87%	Not Applicable	5% of Outstanding Amount
180 day	13.74%	Not Applicable	5% of Outstanding Amount
1 year	21.69%	Not Applicable	5% of Outstanding Amount

Note:

1. *Graduated Interest (Roll-over) charge = (Interest Rate for new repayment period – Interest Rate for previous repayment period) x Graduated Amount.
2. Excise Duty applicable on all fees or charges

Regulated by Central Bank of Kenya