

TERMS AND CONDITIONS OF ACCOUNT OPENING

INTRODUCTION

1.1 These Sahl Bank Terms and Conditions (hereinafter the "Terms") apply to any account(s) you maintain with KCB Bank Kenya Limited (the "Bank").

1.2 By opening an Account or using the Bank's Products or Services You agree to be bound by these Terms and the amendments made from time to time, published and/or communicated by the Bank.

1.3 These Terms should be read alongside any specific Terms and Conditions of Products and Services which you may have requested the Bank to provide you with from time to time. If there is any inconsistency between these Terms and the specific terms, the Specific Terms shall prevail in so far as they apply to the Account(s), Products and/or Services in question.

2. DEFINITIONS AND INTERPRETATIONS

In this Terms:

2.1 "Account(s)" means a Sahl account held with the Bank, operated or transacted singly and/or jointly which includes but is not limited to current and savings deposit account(s), safe custodial deposit lockers, investment deposits, mobile and/or online accounts (as the case may be) and any other type of account that the Bank may provide from time to time which You are entitled to operate either maintained or held with the Bank.

2.2 "Account Holder" means a legal person(s) whether individual, firm, partnership, or corporate body in whose name the Account(s) is held or Your Authorized Person(s). If You have a Joint Account, references in these Terms to "You" include both of You, jointly and separately

2.3 "Authorized signatories" means Authorized Person(s) who have mandate to operate the Account in a specified capacity

2.4 "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) whose address is care of Post Office Box Number 48400-00100, Nairobi and includes affiliates of the Bank as may from time to time be specified by the Bank to you, its successors in title and permitted assigns (whether immediate or derivative).

2.5 "Card" means any Shari'ah compliant Credit Card including any additional Credit Card(s) issued by the Bank to you or to persons nominated by you from time to time under this agreement.

2.6 "Cardholder" means the Principal Cardholder and any other person for whose use, a Card is issued by the Bank at the request of the Principal Cardholder.

2.7 "Card Account" means the account maintained by the Bank for you in connection with which the Card transactions are undertaken.

2.8 "Card Centre" means a unit of the Bank that is responsible for the management, control and processing of facilities and transactions conducted by the use of the Card.

2.9 "Card Transactions" means any payment made or cash advance obtained by the use of the Card, or in any manner authorized by you for debit to your Card Account.

2.10 "Conditions" mean these, or any other conditions made by the Bank from time to time.

2.11 "Contactless" refers to technology through chip (EMV) technology, whereby a Card with an embedded Radio Frequency Identification (RFID) chip and an antenna transmits payment details wirelessly to a contactless reader connected to a merchant's point-of-sale (POS) system using near-field communication (NFC) technology.

2.12 "Contact Payment" refers to dipping the card in the EMV compliant merchant POS terminal and authenticating the transaction using an EMV chip and PIN or by swiping the card and authenticating the transaction using a magstripe for the purpose of making a payment.

2.13 "Contactless Card Payment" refers to waving or tapping the EMV enabled card on a contactless enabled EMV compliant POS terminal for the purpose of making a payment without requiring swiping and/or inserting of the card at a reader/terminal and/or requiring the Cardholder's PIN to authorise a transaction, subject to the transaction threshold

allowable by the Bank.

2.14 "Contactless Card" refers to a dual interface EMV compliant card capable of processing transactions through both Contact mode and Contactless Payment.

2.15 "Contactless Mobile App Payment" refers to the waving or tapping of a mobile phone on a contactless enabled EMV compliant POS terminal for the purpose of making a payment without requiring the Cardholders Card via the KCB App and shall require the customer's PIN to authorise a transaction, subject to the transaction threshold allowable by the Bank.

2.16 "Credit Limit" means the maximum debit balances from time to time permitted on the card account as determined by the bank in its absolute discretion and notified to principal cardholder.

2.17 "Due Date" means fifteen (15) days after the Statement Date or such date as shall be notified to you by the Bank in writing from time to time

2.18 "EMV" means a payment method based upon a technical standard for smart payment cards and for payment terminals and automated teller machines which can accept them

2.19 "KCB App" means the KCB Mobile Application downloaded and activated as a mobile application that enables Contactless Mobile App Payments

2.20 "Merchant" means a business establishment, or a retailer authorized to accept the Card for payment of its goods and services.

2.21 "Online Card Portal Application System" refers to an online system where a Cardholder can access information regarding their Card and obtain services on the system that the Bank may permit.

2.22 "Payment Account" refers to the Bank Account and/or Card Account that is duly registered under the Token App and can be accessed via the Token App.

2.23 "PIN" means Personal Identification Number allocated to you by the Bank to enable you to use the Card.

2.24 "Principal Cardholder" "You" or "your" means the person in whose name the Card Account with the Bank is existing.

2.25 "Statement" means the monthly statements of the Card Account sent to you by the Bank in accordance with these conditions.

2.26 "Statement Date" means the date on which the statement is rendered.

2.27 "Tariff Guide" means the Bank's schedule of costs and charges payable by You to the Bank for the provision of Products or Services to You available at the Bank's Branches, Agent outlets and or published on the Bank's website at:
https://ke.kcbgroup.com/media/rates_and_fees/Kenya_Tariff_Guide.pdf

2.28 "Terminal Limits" means such transaction value limits as may be applied by the Merchant or acquiring bank from time to time.

2.29 "Transaction Threshold" means the amount that can be transacted in a day.

2.30 "Value limit" means the maximum value permitted for any transaction by the Bank or such other value as shall be revised by the Bank from time to time.

2.31 Words importing the masculine gender includes the feminine and the vice versa.

2.32 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.33 Statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

2.34 Regulation shall include any present or future regulation, rule, directive, requirement, request or guideline (whether or not having the force of law) of any Authority.

2.35 References to these Terms and Conditions or any other document shall be construed as references to these Terms and Conditions or that document as in force for the time being and as from time to time amended, supplemented or replaced with these Terms and Conditions of the relevant parties and (where such consent is, by the terms hereof or the relevant document, required to be obtained as a condition to such amendment, supplement or

replacement being permitted) the prior written consent of the Bank.

2.36 No waiver by the Bank of any breach by the Customer of any of these Terms and Conditions shall be effective unless it is an express waiver in writing of such breach. No waiver of any such breach shall waive any subsequent breach by the Customer.

2.37 All warranties, representations, indemnities, covenants and obligations made or entered into by more than one person are so made or entered into jointly and severally

2.38 The Account Holder understands that the account opening and use shall be restricted to purposes permitted by Shari'ah. In particular, activities falling within the scope of arms, tobacco, pork and pork products and alcohol industries and any other non - Shari'ah compliant purposes shall not be facilitated through the Account and services provided under these Terms.

2.39 The Bank undertakes to use the funds in the normal course of business in full compliance of Shari'ah.

3. ACCOUNT HOLDERS INSTRUCTIONS

3.1 The Bank may at its own discretion act, on Your Instructions and communications including and in particular, those communicated to the Bank via telephone, e-mail, short message service or through social media provided the Bank have received such documents and indemnities as it may require for the instructions to be given in such a manner. This shall be subject to mandates held and such instructions should not cause the account to be overdrawn.

3.2 The Account Holder undertakes to bear liability that may arise as a result of the Bank honouring such instructions.

4. CUSTOMER INFORMATION

4.1 The Bank may make any enquiries it may deem necessary in respect of the Account Holder.

4.2 By applying to open an Account(s) with the Bank, You undertake to complete the Account Opening Form and any documentation that the Bank may require in a manner approved by the Bank and consistent with applicable regulatory and Central Bank of Kenya (hereinafter "CBK") requirements.

4.3 You agree to provide the Bank with any supplementary documentation and information which may be requested from time to time, including that of the Authorized Person, in order to undertake its due diligence obligations as required under relevant laws and regulations.

5. ACCOUNT MANDATES

5.1 The Account Holder will give the Bank detailed mandates of every person authorised to operate the account and to update the Bank with any changes that may arise.

5.2 Unless otherwise agreed all signatories are in a position to withdraw all or any of the Account Holder's property or securities held by the Bank, to open any further account in the Account Holder's name, and to withdraw any of the Account Holder's accounts.

5.3 To operate or use any Account(s) or Product(s) and Service(s), You will give the Bank, in an acceptable form, such information, documentation or such other details as the Bank may require from time to time including biometric information and Your specimen signature(s). You understand and agree that the Bank shall only be bound to act on instructions given as per the Mandate held with the Bank.

5.4 You must give the Bank instructions in writing when You want to change or cancel the operating Mandate or when You or any Authorized Person wants to change or update their signature. You understand and agree that the Bank is entitled to a reasonable period of time to process the change or cancellation after accepting your instructions.

5.5 If You at any time instruct us to change the Authorized Person(s) required to operate the Account(s), the Bank shall require that such instructions be effected on all your Account(s) access and operation channels, including but not limited to mobile, internet and any other electronic banking unless You instruct otherwise in writing.

5.6 If conflicting instructions are issued by any of the signatories and/or where the Bank believes in good



faith that there exists a dispute between the signatories (either directly or indirectly), the Bank shall be entitled forthwith to stop the operation of the relevant Account(s) until such time as the dispute is resolved to the satisfaction of the Bank and the Bank would thereafter act only on the mandate of all signatories to the Account. However, if instruction of one signatory had already been implemented / applied, the Bank will not be responsible for any counter / contradictory instruction(s). The Account Holder shall be both jointly and severally liable for all the liabilities incurred on the Account including but not limited to the payment of any financing together with profit thereon at a rate determined from time to time and legal fees if any incurred by the Bank in relationship thereto as determined by the Bank from time to time.

6. ALTERNATIVE CONTACT PERSON

6.1 The Bank may contact the persons nominated by You in the Account Opening Form as Your alternative contact person(s), where efforts to contact You are unsuccessful.

6.1.1 You make the following undertakings with respect to your Alternative Contact Person(s):

6.1.1.1 The nominated contact person(s) is/are above the age of 18 years, have consented and are of legal capacity and sound mind;

6.1.1.2 The details on Your alternative contact person(s) given in this Account Opening Form are true, correct and complete;

6.1.1.3 You shall notify the Bank within reasonable time, but in no more than five (5) calendar days, of any changes to Your alternative contact person(s), consent, personal information or legal capacity;

6.1.1.4 You authorize the Bank to contact Your alternative contact person(s) in case of an emergency and whenever our efforts to contact You are unsuccessful.

6.1.1.5 You understand that Your alternative contact person(s) cannot give instructions to the Bank or require the Bank to give them information about Your Account unless duly authorized by Your Mandate.

6.1.1.6 You understand that Your alternative contact person(s) are not responsible for nor shall they discharge You from Your duties/obligations under these Terms;

6.2 You warrant that the alternative contact person(s) have authorized You to provide the Bank with their personal details. You indemnify and shall keep the Bank indemnified and defend it against all demands, claims, liabilities, losses, costs and all expenses whatsoever including legal fees, costs and charges that may be incurred whenever it is found that disclosure of the next of kin's/ contact person(s) personal details was not authorized properly or at all.

7. SET OFF

7.1 The Account Holder hereby consents that the Bank may combine/consolidate any of the Account Holders accounts and set off against any account or indebtedness of the Account Holder:-whether current, savings, financing facility or any other type.

7.2 If set-off is for debt recovery, a detailed breakdown of costs and expenses incurred and justification of the same shall be provided to the Account Holder.

7.3 The Account Holder also consents that the Bank may set off an account against any other account or indebtedness in respect of which the Account Holder is liable, notwithstanding that some other person may also be liable in respect thereof. In such circumstances, upon receipt of an indemnity acceptable to the Bank (against costs) and at the Account Holder's expense, the Bank will give the Account Holder any assistance necessary in obtaining a refund.

8. SIMULTANEOUS ORDER IN EXCESS OF FUNDS

Where the Bank received several orders at approximately the same time the total amount of which exceeds the available assets of or the facility granted to the Account Holder, the Bank may honour the orders on a first come first served basis.

9. BANK CHARGES AND FEES

The Bank is entitled to be paid by the Account Holder and may debit the Account Holder with;

9.1 Legal Charges: Advocate and client charges incurred by the Bank in any legal, arbitration or other proceedings arising out of or connected with

such dealings as may be awarded by the Court of law; 9.2 Commission: Commissions at such rates and at such time or times as the Bank decides, with power to charge different rates for different accounts. The Bank shall give seven (7) days' notice to the Account Holder prior to effecting the new Commission.

9.3 Other Changes and expenses: In addition to the debits authorized by sub-clauses (9.1) and (9.2) of this clause, all other proper expenses and charges including but not limited to ledger fees, disbursements for cheque books, postage, cables, telephone calls, duties and impositions. The Bank may also debit the Account Holder with expenses and taxes incurred:

9.3.1 In complying with the Account Holder's requests;

9.3.2 In complying with requests of authorized and accredited Government or other agencies in relation to the Account Holder;

9.3.3 In maintaining the Account;

9.3.4 In collecting or attempting to collect any amount of money due to the Bank from the Customer; and

9.3.5 Expenses incurred in realizing any security or protecting the subject matter of any security issued to the Bank by the Account Holder.

9.4 Such penalties as are provided in these terms and conditions at any rate or rates as determined by the Bank from time to time. The penalties shall be calculated on daily balances and debited monthly. Penalties shall be due and payable notwithstanding the determination of the relationship of banker and Account Holder until all sums due to the Bank from the Account Holder shall have been paid or repaid in full, as well as before any judgement;

9.5 Default damages shall be payable on any amount debited to the Account Holder's Account where the amounts debited under sub-clauses (9.1), (9.2), (9.3) and or (9.4) of this clause remain outstanding for a period longer than seven (7) working days. Such default damages will be charged on monthly basis to the outstanding amount from the date of the debit until the money is actually repaid in full.

9.6 The Bank undertakes to pay the "Default Damages" collected under clause (9.5) above, to an account managed by the Shariah Advisory Council and maintained by the Bank specifically for charitable purposes as authorized by the Shari'ah Advisory Council of the Bank.

9.7 The Bank shall provide the Account Holder with a detailed breakdown of the costs, charges and expenses incurred under sub-clauses (a), (b), (c) and (d) of this clause in the account statements.

10. OVERDRAFTS

No overdrafts will be allowed in the Account. It shall be the Account Holder's responsibility to ensure that the Account is not overdrawn.

11. PROFITS

The Credit balance in respect of a Current Account is a profit-free loan from the Account Holder to the Bank. The Bank promises to pay the credit balance to the Account Holder as and when demanded by the Account Holder. No return / profit shall however be payable on a Current/ Savings account based on Wadi'ah (custody, safekeeping, trust, deposit) basis.

12. INVESTMENT OF DEPOSITS

The Customer deposits held by the Bank will be invested in Shari'ah compliant modes of financing in any manner the Bank considers appropriate after approval by the Shariah Advisory Council.

13. ACCOUNTING PERIODS

Accounts are made up at the Bank's sole discretion at the end of each monthly, quarterly, half-yearly or yearly period, excluding investment and Financing accounts which the Bank will periodically be making the statements available in accordance with the Account Holder's instructions.

14. STATEMENTS DEEMED APPROVED IF NOT OBJECTED TO WITHIN 28 DAYS

The contents of any statements of account or statements of any other nature which has been sent by the Bank to the Account Holder and to which the Account Holder has not objected within Twenty Eight (28) days of the date of the statement, shall be deemed approved by the Account Holder and shall not thereafter be challenged by the Account Holder on any ground whatsoever including but not limited to the lack of

mandate, forged or inadequate of endorsement of cheques, forged alteration thereof or signature otherwise.

15. DELAY BY ACCOUNT HOLDER IN LODGING COMPLAINTS

Customer complaints may be made in person, in writing, by post, email or by telephone. Details of the complaints handling procedures are available on request from any branch or our Contact Centre address provided in these terms and conditions.

The Bank will take all reasonable measures within its means to resolve all complaints within reasonable time after receipt of a customer complaint. Where any notification from the Bank is expected but not received, the complaint must be made within reasonable time after non-receipt.

16. PAYMENT BY THIRD PARTIES

The Bank may credit the Account Holder with amounts paid by third parties. All instruments such as cheques, drafts, bills of exchange and other negotiable instruments or commercial documents, tendered for collection and credit to the Account Holder's account are accepted by the Bank subject to the following express terms and conditions:-

16.1 Instruments not payable at the Bank are accepted by the Bank only for transmission on behalf of the Account Holder at the Account Holders entire risk and responsibility.

16.2 Where the instruments are forwarded by the Bank by post or through courier services, to other Banks or to any correspondent, agent or sub-agent of the Bank, the Post Office and the courier, as also the Bank or correspondent, agent or sub-agent will be deemed to be the Account Holder's own "agent for collection" even though couriers, Bank, correspondents, agent or sub-agent of the Bank's choice.

16.3 The Bank will not accept responsibility, and shall not be held liable, for any delay, mutilation or loss of the Account Holder's instruments, arising from or occasioned by transmission by post or through a courier, nor shall the Bank be responsible or held liable for any act, neglect, default, failure or insolvency of any Bank, correspondent, agent or sub-agent aforesaid and or their employees and for any loss or damage suffered by the Account Holder or by any other party thereof provided the Bank is not wilfully negligent.

17. DEPOSIT OF CHEQUES ETC.

17.1 All cheques or other orders for payment of whatever nature are accepted through deposit for collection at the risk of the Account Holder notwithstanding that the Bank sends such instruments for collection through a courier of its choice or means as it deems necessary. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss) other than the Bank's negligence, the Bank may debit the Account Holder with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of that cheque or order, together with charges without further notice to the Account Holder.

17.2 Before making any withdrawal, the Account Holder must allow a sufficient time to elapse after making any deposit (even of cash) in order to enable the Bank to carry out necessary operations to credit the account.

17.3 Where cheques, other negotiable instruments or commercial documents are deposited for the credit of the account, whether or not payable at or by the Bank, the amount of such deposits shall be available for withdrawal only when actually collected by the Bank.

17.4 Although immediate credit may have been given for cheques received or collected through clearing, they are not available for drawing against until the relative cheques are realised. In case such credits are allowed to be drawn against, it is not to be construed that the relative cheques have been honoured.

17.5 The Bank reserves the right to debit the Account Holder's account or in any other way recover the amount in case such cheques are returned unpaid.

17.6 Notwithstanding the provisions of Clause 7 herein any money credited to the Account Holder in error must be repaid on demand.

18. NO DUTY ON BANK TO PROTEST

The Bank is not liable for any loss or damage suffered



by any party if any dishonoured bill is not noted or protested or both, provided that it receives instructions to do so within 24 hours of dishonour thereof. The Bank will nevertheless endeavour to cause dishonoured bills to be noted or protested or both.

19. LIEN

19.1 The Account Holder hereby consents that in the event of indebtedness to the Bank, the Bank shall have a general lien over all property/assets of the Account Holder in the Bank's possession, including but not limited to cash, goods, securities or valuables deposited for safe custody as security, cheques presented for repayment, bills and any other property movable or immovable charged to secure repayment of any money whether or not that money has been repaid and also over all property which by the general law the Bank has in lien.

19.2 Where the Account Holder is indebted in circumstances giving the Bank the right to set off, all securities as set out in paragraph (19.1) hereof are held as security for the debt.

19.3 The Bank may at any time give the Account Holder notice in writing that if an accrued debt is not paid within a period of not less than 14 days of the receipt by the Account Holder of the notice then the Bank may without further notice realise sufficient of the Account Holder's assets to discharge the debt. Any part payment made will be accepted strictly on account and without prejudice to the Bank's rights.

19.4 If the debt is not discharged within the time allowed, the Bank may realise sufficient of the Account Holder's assets to discharge the debt and the Account Holder constitutes the Bank his attorney for the purpose of conducting the sale, giving title to the assets sold and all other necessary matters. Any sum remaining after such a transaction will be held for the Account Holder subject to these Terms and Conditions.

19.5 The Bank is not under any obligation in respect of any sale under sub-clause (19.4) other than for bad faith.

19.6 Funds in foreign currencies which are subject to the Bank's lien may be set off against debts or realised at the Bank's rate of exchange current at the date of the set off or realisation. The Bank accepts no liability for any loss caused by exchange fluctuations.

20. VARIATION AND TERMINATION OF RELATIONSHIP

20.1 You understand and agree that we may in our absolute discretion terminate any or more of your Accounts and /or Services without cause if:-

20.1.1 you have materially or persistently breached this Agreement;

20.1.2 you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally or fraudulently;

20.1.3 your behavior is improper, threatening or violent manner towards staff;

20.1.4 you have provided us with any false information;

20.1.5 you are involved, or we reasonably believe that you're involved, in criminal activity of any kind whether or not linked to your account or your relationship with us;

20.1.6 if you stop holding or using an Account, Product or Service in respect of which the Service may be used;

20.1.7 you have not satisfied any anti-money laundering requirement;

20.1.8 we reasonably consider that you have placed us in a position where we might break a law, regulation, code, court order or other duty, requirement or obligation or we may be exposed to action or censure from any government, regulator or law enforcement agency.

20.2 We may close an Account or withdrawal a Service, without prejudice to the continuance of any other Account and /or Services which we shall continue to be governed by the Agreement and/ or these Terms, provided that not less than fourteen (14) days' prior written notice of such intent has been given to you. In particular, but without prejudice to the generality of the foregoing, we may cancel credits which we have granted and require the repayment of outstanding debts resulting there from within such time as we may determine. Our decision in this connection will be final and binding on you and we reserve the right to protect our interests, which may include summarily closing

any account if we are compelled by law or by the order of any authority or if we have reasons to believe that the account is being used for unlawful or fraudulent activities.

20.3 Notwithstanding anything herein contained, we shall have an absolute right to terminate or suspend any one or more of the Accounts and/or Services at any time without prior notice to you, if your Account has been associated with any unlawful conduct. We shall close the Account immediately and notify you afterwards.

20.4 For the avoidance of doubt where we provide you with a fixed rate of return on your Account and we provide you with fourteen (14) days' written notice that we are going to close your Account we will not close your Account until the expiry of that fixed rate of return period.

20.5 If we discontinue a Service, we may close your Account by giving you fourteen (14) days' notice. If we do this we will offer you a suitable alternative account if there is one and, if you do not give us instructions to the contrary, we will transfer the funds to that account when we close your Account.

20.6 Upon reasonable notice, we may give you a new account number and/or transfer your Account to another branch if we close or combine branches.

20.7 The Account Holder(s) may terminate its business relationship with the Bank by written instructions in original only and such termination will only become effective on the 7th calendar day following the receipt of such original written instructions. Any instructions given by the Account Holder prior to receipt of such notice shall continue to be valid and irrevocable unless prohibited by law or the order of a lawful authority.

21. PARTNERSHIP ACCOUNTS

In the event of the Account Holder being a partnership the following additional provisions apply:

21.1 The partners authorize the Bank to carry out instructions countermanding payment of cheques, bills of exchange, promissory notes, or other orders for payment when such instructions are given by any person whose name appears on the mandate and thereby authorized to sign whether or not that person has signed the original payment instruction.

21.2 The partners authorize the Bank to make advances with or without security by way of financing or in any other manner on the request of the partners at the time, and to discount invoices on the request of the partners for the time being made in accordance with the mandate.

21.3 The partners authorize the Bank to accept by way of pledge or deposits as security or for safe custody anything belonging to the partnership on the instructions of the partners for the time being made in accordance with the mandate, and to deliver upon the said instructions anything so accepted or held on account of the partnership.

21.4 All liability of the partners to the Bank is joint and several.

21.5 Upon any change in the consultation of the partnership, the partners will sign a new mandate.

21.6 A mandate remains in force and may be acted upon by the Bank until it has been revoked in writing by all or any of the signatories or until it has been replaced by a new mandate.

22. FREEZING OF ACCOUNTS

The Bank may at any time freeze any account of the Account Holder if and so long as there is any dispute or the Bank has doubt for any reason (whether or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute inter-pleaded proceedings or to take any step of its own initiative for the determination of such dispute or doubt. The Bank may freeze the account without any or prior notice to the Account Holder if required by law or if so directed by a lawful authority.

23. INOPERATIVE AND DORMANT ACCOUNTS

The Account will automatically be classified as inactive if the Account Holder fails to initiate any transactions on the account for a continuous period of 12 months. The Bank shall make reasonable endeavours to inform the Account Holder of the intended classification of the account as inactive at least one (1) month before such classification. The Bank shall, no later than seven (7) days from the date of such classification inform the Account Holder of such classification

by way of short-message text alerts addressed to the Account Holder(s) last known mobile telephonenumber. The Account will be re-classified as Dormant if it remains inactive for a further period of 12 months, in which case the Account balances shall be transferred from the Account to a central account for security reasons.

The Account Holder will not be allowed to transact on an inactive or dormant account but the Bank shall, upon the Account Holder's written (e.g. letter/email) request, inform the Account Holder of the procedure to be followed to activate the inactive/dormant accounts.

The Bank may (including without limitation) apply any one or more of the following conditions to an Account upon its classification as Dormant:

23.1 Confirm the validity and authenticity of the first transaction reactivating the Account;

23.2 Suspend the payment of profit (if applicable);

23.3 Suspend the issuance of Account Statements; and

23.4 Charge a maintenance fee as the Bank may determine from time to time.

Accounts that will not have any transactions initiated by the Account Holder and in respect of which the Account Holder should not have communicated with the Bank for a continuous period of five (5) years will be presumed abandoned and transferred to the Unclaimed Financial Assets Authority as such.

24. JOINT ACCOUNTS

In the event of two or more Account Holder's holding a joint account the following additional provisions apply:

24.1 The Holders of a joint account authorize the Bank to pay or deliver to or to the order of the survivors or survivor or the executors or administrators of such survivor any monies standing to the credit of their joint account.

24.2 All liability on a joint account is joint and several.

25. CHEQUE BOOKS

Cheque books are issued on the following conditions:-

25.1 The Account Holder agrees to look after and use any cheque book and any cheque form with the utmost care.

25.2 The Account Holder further agrees to ensure:-

25.2.1 That all uncompleted cheque forms are kept in safe custody at all times;

25.2.2 That the Bank is informed immediately upon discovery by the Account Holder that any cheque book or any cheque form or registration slip in the cheque book has been stolen, lost or mislaid;

25.2.3 That any person preparing the cheque is authorized to do so;

25.2.4 That any cheque prepared and signed in ink or other indelible writing materials;

25.2.5 That the amount of cheque is written in such a manner as to prevent any unauthorized addition alteration or deletion of letters or figures;

25.2.6 That any cheque and any alteration is signed by an authorized signatory;

25.2.7 That no uncompleted cheque is given to any stranger or other person when the Account Holder does not have reasonable grounds for believing him to be trustworthy;

25.3 On receipt, in a form accepted by the Bank, of notice from the Account Holder to stop payment of a cheque, the Bank will record the notice. The Bank is not responsible if such notice is not acted on otherwise than through negligence. If by reason of negligence a cheque is in fact paid after receipt of such notice, the Bank will repay the Account Holder upon proof to its satisfaction the payment had not discharged or partially discharged any liability of the Account Holder to any party to the Cheque and receipt of any assignment of the Account Holder's rights against all such parties but not otherwise. The Account Holder will give the Bank all assistance necessary to the enforcement of the assigned rights. If reasonable assistance is not forthcoming or if it is proved that the payment has discharged an obligation of the Account Holder, the Bank may re-debit the Account Holder together with the costs of the action and is entitled to be paid this amount. Any notice given to the Bank to countermand payment of a cheque must clearly indicate the Cheque number, amount, payee's name and the account number. The Account Holder must advise the Bank if a lost cheque which has been



stopped is found and a replacement issued.

25.4 Upon closure of any account by the Bank or Account Holder, the Account Holder will return to the Bank any remaining uncompleted cheque forms relating to that account and the Bank will return to the Account Holder the value of any Revenue Stamps reimbursement for them which is obtained by the Bank.

26. CHEQUES NOT DRAWN ON BANK'S FORMS IN MANNER SPECIFIED BY THE BANK

The Bank may refuse payment of any cheque not drawn on the Bank's cheque form in the manner specified by the Bank in accordance with these Terms and Conditions.

27. DRAWING OF CASH USING A CHEQUE

Third party cheques are not payable across the counter except:

27.1.1 Personal- Joint Account: The Bank will honour and pay cash to the named payee on condition that the cheque is properly drawn and drawing mandates observed.

27.1.2 Impersonal Accounts (accounts for institutions) Cheques presented for payment by known agents will be confirmed through call back before payment subject to agreed limits.

27.1.3 The Account Holder indemnifies the Bank against loss arising from such payments.

28. LIABILITY

The Bank will not be liable for loss arising from the Account Holder's negligence or failure to comply with the terms and conditions of operating the account.

29. DEBIT CARDS

29.1 Issuance of a Debit Card

29.1.1 The Holder may be issued with the debit card and a PIN (Personal Identification Number) to access the account and will be responsible for its safety and any transactions made using this card.

29.1.2 You are responsible for the safekeeping and proper use of this Card and PIN, and shall exercise the utmost care to prevent their loss or their use by unauthorised persons. You indemnify the Bank in case the Bank suffers any damage, loss or prejudice caused by your failure to fulfil this obligation.

29.1.3 In your interest, therefore, you shall keep your PIN secret and destroy the PIN notification. If the PIN has become known to any unauthorised person, you shall notify the Card Centre immediately. You shall nevertheless be liable to the Bank for any transaction effected by the use of the Card by any other person who acquired possession of it with or without your consent before such notice is received, as if you had used it personally.

29.1.4 Debit card not utilized for a continuous period of 9 months will automatically be deactivated. Request for Activation of the same will be made in writing by the Account Holder.

29.2 Use of the Debit Card

29.2.1 You shall comply with the following terms:

29.2.1.1 Sign the Card upon receipt with a black or blue ballpoint pen

29.2.1.2 Keep the Card secure at all times.

29.2.1.3 Do not use the card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal is given to you whether by the Bank or any person acting on the Bank's behalf

29.2.1.4 Destroy the slip advising you of the PIN immediately upon receipt and always keep any record of it separate from the Card.

29.2.1.5 Do not discard carelessly used carbon copies containing the card details as that information could be used to perpetrate fraud.

29.2.1.6 When making a purchase, ensure that the merchant destroys any spoilt vouchers or receipts in your presence.

29.2.1.7 Cut the Card in two upon expiry.

29.2.2 You shall be held liable for all charges incurred by the holder of the card or levied by the Bank in connection with the Card.

29.2.3 The Card is not transferable and is valid for use only by the person whose name is embossed on it during the validity period embossed thereon.

29.2.4 A card should not, under any circumstances, be used for any unlawful purposes including the purchase of goods and/or services prohibited under Kenyan law and Shari'ah.

29.2.5 The use of the Card is subject to the Bank's absolute discretion to withdraw the right to use the card or to refuse any request for Authorization of any Card transaction at any time and without prior notice.

29.3 Visa International/ Mastercard/UnionPay International Regulations

29.3.1 The use of the Card is regulated by the terms of VisaInternational/MasterCard/UnionPay International and you agree to abide by those terms as they shall be communicated to you by the bank from time to time.

29.3.2 Any charges made by Visa International/MasterCard/UnionPay International on foreign currency transactions shall be debited to your Card Account. The amount of Card transactions and charge rendered involving foreign currency shall be converted into Kenya shillings at the exchange rate quoted by the Bank on the date payment is received and exchange risk is debited to your Card Account

29.4 Contactless Card Payments

29.4.1 A Contactless Card Payment allows for a transaction to be processed without requiring the Card to be swiped and/or inserted at a reader/terminal and/or requiring the Cardholder's PIN to authorise a transaction, subject to the transaction threshold set by the Bank which may be amended from time to time.

29.4.2 Contactless Card payment method via Visa International/MasterCard/UnionPay International network can be performed at any Point of Sales terminal which displays Visa International/MasterCard/UnionPay International contactless logo.

29.4.3 Contactless Card Payments are also subject to such Transaction Value Limits which shall be revised by the Bank from time to time.

29.4.4 Where you have exceeded the Transaction Value Limit, you may be required to enter your PIN to complete a Transaction.

29.4.5 Contactless Transactions may also be subject to Terminal Limits which shall be set by the acquiring bank and notified to you at the time of use.

29.4.6 If a Contactless Transaction exceeds one or more of the limits, you can still make purchases by swiping or inserting the Card into the reader/terminal and inputting the PIN.

29.4.7 You agree, accept and acknowledge that use of this Contactless Card Payment feature shall be voluntary by you and Contactless Card Payment is not mandated by the Bank. The Bank shall not be liable for any conditions that the merchant or the acquiring bank may impose on the acceptance / nonacceptance of contactless/contact mode of payment.

29.4.8 You shall be liable for all contactless transactions that have been effected with your Card unless you have reported that your card has been stolen or lost.

29.4.9 The Bank, its group entities or affiliates, their respective directors, officers, employees, agents, vendors, shall not be responsible for or liable for any actions, claims, demands, losses, damages, costs, charges and expenses which you claim to have suffered, sustained or incurred or claim to suffer, sustain or incur, by way of and/or on account of this feature including but not limited to any delays, loss of business, profit, revenue or goodwill, anticipated savings, damages, fees costs, expense, etc. or for any indirect or consequential, special or exemplary damages or loss arising in connection with the Contactless Card Payment feature or due to unavailability/usage of the Contactless Card Payment feature.

29.4.10 If the Contactless Card Payment feature and/or anything to be done by the Bank or any other entity in respect of the Contactless Card Payment feature is prevented or delayed by causes, circumstances or events beyond the control of the Bank or any other entity, including but not limited to computer viruses, tampering, unauthorized intervention, interception, fraud, technical failures, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government or other causes of like or similar or other character beyond the control of the Bank or the other entity/ies, then the Bank and/or the other entity/ies shall not be liable for the same to the extent so prevented or delayed and will not be liable for any consequences.

29.5 Suspension

29.5.1 The Bank may at any time, upon notice to you, cancel or suspend the right to use the Card entirely or in respect of specific facilities or refuse to re-issue,

renew, or replace any card without effecting your obligations under this agreement.

29.5.2 Without prejudice to any of the Banks rights, the Bank may at its sole discretion suspend or close your Card Account without notice to you:

29.5.2.1 If the Bank has reason to believe that the Card Account is being used 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;

29.5.2.2 if your Card Account or agreement with the bank is terminated for whatever reason;

29.5.2.3 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;

29.5.2.4 if the Bank reasonably suspects or believes that you are in breach of these Terms and Conditions (including non-payment of any amount due from you where applicable);

29.5.3 where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;

29.5.4 to facilitate update or upgrade the contents or functionality of the Services from time to time;

29.5.5 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.

29.6 Lost or Stolen Cards

29.6.1 If a Card is lost or stolen, or a Card is for any other reason liable to be misused or you have any reason to suspect that your PIN may have been discovered by an unauthorized person, you shall immediately notify the Customer Care, P.O. Box 48400-00100, Nairobi, SMS number 22522 and WhatsApp number +254711087087 or on contactcentre@kcbgroup.com, +254 711 087000, +254 732 187000, +254 20 2287000 or the nearest branch of the Bank by telephone and confirm such telephone call in writing within (7) days quoting your Card Account number.

29.6.2 Until and unless such notice is received the Bank is authorized and shall remain authorized to debit your Card Account for Card transactions made using the Card.

29.6.3 You shall be liable to the Bank for all losses or claims to the Bank arising from any Card transaction effected before such notice is received.

29.6.4 You shall give the Bank and any person acting on the bank's behalf all necessary assistance in any investigations, avail all information as to the circumstances of the loss, theft or possible misuse of the Card and take all reasonable steps to assist the Bank to recover the Card.

29.6.5 Your consent to the disclosure to third parties of such information as is relevant concerning your card account in connection with such loss, theft or possible misuse of your Card.

29.6.6 If your Card is lost and reported to the Bank and you subsequently find it, you shall cut it into two and return it to the Card Centre or the nearest branch of the Bank.

29.6.7 The Bank will as soon as practicable, replace any lost or stolen Card subject to payment of the applicable replacement charge.

29.6.8 Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Card Centre.

29.7 Contactless Mobile App Payments

29.7.1 Contactless Mobile App Payments uses the KCB App that allows for a transaction to be processed by tapping Your mobile phone to a POS machine, without requiring production of any Card and only input Your PIN to authorise a transaction to be completed.

29.7.2 You can use the KCB App to make online payments directly from your Payment Account(s) and to obtain financial information from your Payment Accounts.

29.7.3 If you want to use the Contactless Mobile App feature under the KCB App, You must have a smartphone mobile phone device (hereinafter "mobile phone"). The user of KCB App shall be required to download, accept related terms and conditions and activate the KCB App on their mobile phone or if one already has installed the KCB App they shall be required to update the KCB App prior to initiating a transaction.

29.7.4 The payments of transactions via KCB App shall be subject to the transaction threshold and the



Transaction Value Limit set by the Bank as may be amended from time to time.

29.7.5 The KCB App can use any of the Cards advanced to a cardholder as recorded in the KCB App and as shall be selected by the Cardholder to make payments subject to available balances on the card at the time of initiating the transaction.

29.7.6 The KCB App will allow You to link your selected Payment Account(s) with the KCB App so that you can view the balance of each Payment Account within the KCB App.

29.7.7 You agree, accept and acknowledge that use of this KCB App payment feature shall be voluntary by you and is not mandated by the Bank. The Bank shall not be liable for any conditions that the merchant or the acquiring bank may impose on the acceptance / nonacceptance of this mode of payment.

29.7.8 You shall be liable for all KCB App transactions that have been effected with your mobile phone unless you have reported that your mobile phone has been stolen or lost.

29.7.9 Your confirmation of a payment order by tapping your phone, will be taken as your consent for the KCB App to send the payment order to your bank for execution and to receive information from the Bank regarding whether the payment order has been accepted and (where relevant) to pass this information on to the recipient.

29.7.10 KCB App may, at its discretion, apply verification measures to verify your identity before sending the payment order to the Bank.

29.7.11 You are responsible for ensuring that your mobile phone is capable of operating the KCB App (which may be updated from time to time). We cannot guarantee that the KCB App will support the operating system used by your device.

29.7.12 You must take all reasonable steps to keep your security details and the mobile phone on which the KCB App is installed safe and you undertake that you will not disclose them or allow them to be used by anyone else. You must not leave the mobile phone You are using unattended while you are logged on to the KCB App and you must make sure that any information stored or displayed on your device is kept secure.

29.7.13 If Your mobile phone with the installed KCB App is lost or stolen, or You have any reason to suspect that your PIN may have been discovered by an unauthorized person, you shall immediately notify the Customer Care Centre, as per the contact details provided for in clause 12 below

29.7.14 If you have a complaint about the KCB App, please report to the bank using the contact details set out at clause 12.

29.8 Online Card Portal Application

29.8.1 The Bank shall provide and maintain the Online Card Portal Application System (the "Card Portal"), which shall provide you with information about our Card services and products, facilitate communication with the Bank regarding the Cards and wherein You can carry such online Card Services that the Bank may permit.

29.8.2 To access the Card Portal you must first register on the Website at By first indicating the card details that need to be captured. The Bank shall thereafter provide a One Time Password to aid in completion of the registration. Once the Bank approves your application for registration as a user of the Card Portal, you will be required to provide the PIN and /or User Name and identification details and a secret password, known only to you and/or your Authorised Person/ user for you to access/use the Card Portal.

29.8.3 The activities performed via the Card Portal shall be as set out in the KCB Website. We reserve the right to modify, replace or withdraw any Card Portal services and /or profile at any time, for reason whatsoever, with or without prior notice to you.

29.8.4 If you want to use the Card Portal you must have:-

29.8.4.1 A computer with access to the internet and have installed any relevant updates as notified to you;

29.8.4.2 A browser that supports bit encryption; or

29.8.4.3 A smartphone mobile phone/device and have installed any relevant updates as notified to you

29.8.5 You undertake to prevent any unauthorized access to or use of the phone, computer and or mobile device/ System and Service by way of keeping your User ID and Password a secret at all times.

29.8.6 You are responsible for all transfers and payments that are made using your Access

Information. We shall have no liability to you for any errors or losses you sustain in using the service except where we fail to exercise ordinary care in processing any instruction.

29.8.7 The Card Portal shall allow you to link your selected Card Account so that you can:

29.8.7.1 View the balance of your card.

29.8.7.2 Check your Card account statement.

29.8.7.3 Reduce or increase your card limit subject to approval by the Bank.

29.8.8 You shall have one Card Portal for all Your prepaid and credit Card accounts and You will be required to select the Card Account you want to link with and to provide your explicit consent to the Card Portal to access your Card Account(s) balance.

29.8.9 The Card Portal shall also allow You to obtain information for use with other third parties. If You select this option and provide Your explicit consent to the Card Portal, the information shall be provided to the relevant third party in accordance with your instructions.

29.8.10 You may withdraw or vary your consent on the Card Portal on the services You may require.

29.8.11 There may be times when the Card Portal is unavailable for You to use due to maintenance, repairs or upgrades to the Bank systems or the systems of any third party involved in delivering the Card Portal services. We will aim to notify you in advance of any maintenance work but may not always be able to do so.

30. RIGHTS AND OBLIGATIONS OF THE ACCOUNT HOLDER

30.1 The Account Holder has been informed of:-

30.1.1 The Bank's undertaking to customer account confidentiality

30.1.2 Account and product features and benefits

30.1.3 Applicable financial obligations including Bank Charges, fees, commissions, penalties and taxes related to establishment, operation and termination of the account, products and services herein.

30.1.4 Conduct and/or rules and regulations of operating the account

30.1.5 Query resolution process

30.1.6 Communication on account status

30.1.7 Right to a reasonable period to think over the products, services, terms and conditions before acceptance.

30.2 The Account Holder has duty to:-

30.2.1 Keep abreast of account status and make appropriate enquiries within a reasonable time

30.2.2 Consent to the Bank sharing account information as per legal and regulatory requirements.

31. SECURITIES

At the request of the Account Holder and/or a known agent a detailed list of securities and other documents deposited with the Bank will be prepared and supplied to the Account Holder subject to a fee charged at the Bank's discretion.

32. SAFE CUSTODY DEPOSITS

Any article received by the Bank for storage or safe keeping is received on the following terms:-

32.1 It is for the account of depositor and at the sole risk of the depositor as regards any damage to or loss of the articles through any cause whatsoever including but not limited to moth, vermin, heat or leakage, and the Bank accepts no responsibility for such damage or loss except in so far as this Clause expressly provides to the contrary.

32.2 The Bank undertakes to exercise reasonable care in looking after the article and in ensuring that no unauthorized person has access thereto.

32.3 The Bank is not responsible for authenticity, validity or value of lodged documents.

33. HOLDINGS AND CREDIT IN FOREIGN CURRENCY

Subject to all laws and Government regulations applicable:-

33.1 The Bank will credit the counter-value of the Account Holder's holdings in foreign currencies to accounts with its correspondents in various countries of origin;

33.2 Such accounts are in the Bank's name but are at the Account Holder's risk, and the Account Holder accepts responsibility for any ensuring consequences, including but not limited to consequences of legal, fiscal or other measures affecting the accounts.

33.3 Except in the case of an assignment by the

Account Holder to the Bank, the Account Holder may dispose of such funds only in the original currencies at the Bank's option;

33.4 All credits granted in foreign currencies are also subject to this Clause.

34. ACCOUNTS IN FOREIGN CURRENCY

Subject to all laws and Governmental Regulations, where an account is in foreign currency and demand on the Bank for payment from such an account is properly met by the Bank issuing a draft or effecting a transfer or making payment in any other manner in foreign currency, the mode of remittance is at the discretion of the Bank.

35. COMMUNICATIONS

35.1 All notices, statements, letters and other communications from the Bank may be sent to the last address given by the Account Holder, and the date on the Bank copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.

35.2 Any written communication from the Bank to the Account Holder including but not limited to any notice given pursuant to these Terms and Conditions shall be deemed to have been received by the Account Holder, if delivered then at the date and time of delivery, and if sent by post then five business days after posting if sent to a Kenyan address and seven business days after posting if sent to an address outside Kenya; and in proving such dispatch by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed and put into the Post Office/Courier.

35.3 The Account Holder has no claim on the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the Account Holder, the Bank or any third party, by delivery, post, telegraph, telephone, telex, e-mail, SMS (short message service) or any other means of communication.

36. HEADINGS

Marginal notes contained in these Terms and Conditions are for information purposes only and are not conclusive as to the contents of the Clauses they relate to.

37. AMENDMENTS

Any addition or alteration of these Terms and Conditions made from time to time by the Bank of which notice has been given to the Account Holder shall be binding upon the Account Holder as fully as if the same were contained in these Terms and Conditions.

38. DISCLOSURE

38.1 The Account Holder(s) hereby authorize(s) the Bank to disclose any information relating to the Account Holder's Account(s) to any Credit Reference Agency or other like institution. The Bank shall not disclose information concerning the Account(s) to third parties unless:

38.1.1 The Bank is legally compelled by the Laws of Kenya or any other country;

38.1.2 The Account Holder instructs the Bank to do so in writing; or

38.1.3 It is in the Bank's interest to do so.

38.2 The Account Holder(s) promise to take due care to ensure that his/their account shall not be used to abet or facilitate illegal or otherwise fraudulent activities.

39. ACCEPTANCE OF ELECTRONIC INSTRUCTIONS

39.1 The Bank may act on any electronic instructions, e-mail, facsimile, given by an Account Holder from time to time. The account holder voluntarily and with full knowledge takes and assumes any and all risks associated therewith.

39.2 The Bank shall take all reasonable measures to check or verify authenticity or accuracy of such electronic instructions purporting to have been sent by the Account Holder.

39.3 The Bank shall be deemed to have acted properly and to have fully performed all the obligations owed to the Account Holder notwithstanding that instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and the



Account Holder shall be bound by any instructions on which the Bank may act if the Bank has in good faith acted in the belief that such instructions have been sent by the Account Holder.

39.4 The Bank may, in its absolute discretion, decline to act on or in accordance of the whole or any part of an instruction pending further inquiry or further confirmation (whether written or otherwise) from the Account Holder, howsoever that the Bank shall not be under any obligation to so decline in any case, and shall in no event or circumstance be liable for not so declining.

39.5 The Account Holder shall release from and indemnify the Bank against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to the Bank having acted in accordance with the whole or any part of any of the instructions having exercised (or failed to exercise) the discretion conferred upon by the Bank.

39.6 The Account Holder acknowledges that to the full extent permitted by the law the Bank shall not be liable for any unauthorized drawing, transfer, remittance, disclosure, any activity or any incident on the Account Holder's account by the fact of the knowledge and/or use or manipulation of the Account Holder's password, ID or any means whether or not occasioned by the Account Holder's negligence.

40. PRIVACY AND DATA PROTECTION

40.1 The Bank is required by law to collect certain Personal Data and are legally obligated to deny you the service if such information is not availed. Apart from the legal obligation mentioned above, the Bank 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.

40.2 You hereby explicitly and unambiguously consent to the collection, use and transfer of personal data, between the Bank and affiliates for the purpose of effecting/implementing, administering and securing

your Bank Account.

40.3 The Bank is committed to respecting and protecting the privacy of the Personal Data collected from you. 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 our website, www.kcbgroup.com

40.4 You hereby expressly consent and authorize the Bank to disclose, respond, advise, exchange and communicate your personal information, information pertaining to your Card Account and any details of your use of the Services:

40.4.1 to and from any local or international law enforcement or competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud where demand for any personal information is within the law;

40.4.2 to and from the Bank's service providers, dealers, agents or any other company that maybe or become the Bank's subsidiaries or holding company for reasonable commercial purposes relating to the Services;

40.4.3 to licensed Credit Reference Bureau;

40.4.4 to the Bank's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;

40.4.5 to debt collection agencies;

40.4.6 to software developers;

40.4.7 to insurance agencies for underwriting of insurance policies

40.4.8 for reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities;

40.4.9 in business practices including but not limited to quality control, training and ensuring effective systems operation;

40.4.10 if the Bank has a right or duty to disclose or is permitted or compelled to do so by law; and

40.4.11 for purposes of exercising any power, remedy, right, authority or discretion relevant to these Terms and Conditions.

40.5 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.

41. CUSTOMER COMPLAINTS

41.1 Complaints may be made in person, in writing, by post, fax, email or by telephone. For purpose of reporting a complaint, the following may be used: SMS number 22522 and WhatsApp number +254711087087 or you can contact us by via our Customer Care contacts on contactcentre@kcbgroup.com, +254 711 087000, +254 732 187000, +254 20 2287000.

41.2 The Bank will take all measures within its means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with the Bank's complaints handling procedures, which are available on request from any Bank Branch or the Customer Care 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.

41.3 Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Customer Care Centre.

42. GOVERNING LAW AND JURISDICTION

This Agreement is governed by Shari'ah and the Laws of Kenya. Where there is a dispute, the parties shall submit to the jurisdiction of the Kenyan courts.

