

TERMS AND CONDITIONS OF ACCOUNT OPENING

The relationship between you and the Bank is governed by the following Terms and Conditions and is subject to any further agreement in writing.

1. Interpretation

In this agreement "you" and "your" means any customer whether a person (s), firm (s) or corporate body (ies) operating an account and, where appropriate, any person you authorize to give instructions on your accounts. "We", "us" and "our" mean KCB.

2. You authorize us to make any enquiries we may deem necessary in respect of opening and operation of your account.

3. Your agreement with us is contained in:

3.1. The account application completed and signed by you;

3.2. Any mandates completed and signed by you;

3.3. These Terms and Conditions changed by us from time to time;

3.4. Any additional terms and conditions which include those relating to specific products, our charges, interest rates, notice periods, maximum and minimum balances and any other features for each type of account or service.

4. You undertake to update the information you provided in your Personal Account Application Form within 30 days from the date of any changes to the information provided therein.

5. Authorized Signatories

You will give us, in an acceptable form, the specimen signature (s) of every person authorized to operate the account. Unless otherwise agreed in writing, all signatories are in a position to withdraw all or any of your property or securities held by us from time to time, to open any further account in your name, and to withdraw or overdraft any of your accounts. If you at any time instruct us to change the persons authorized to operate the Account, we shall require that such instructions be effected on all your Account access and operation channels, including but not limited to KCB Mobi, KCB iBank and KCB Quick Pay unless you instruct us in writing to do otherwise.

6. Your Instructions

We will honour and debit your Account with the value of all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn, accepted or made out by you, and carry out any instructions you may give in connection with your account, notwithstanding that any such debiting or carrying out may cause your account to be overdrawn or an overdraft to be increased. Where no overdraft has been agreed or the limit or the overdraft agreed has been fully utilized, we may nevertheless refuse to carry out any instructions which would result in there being an overdraft or any overdraft limit greater than that agreed or sanctioned by us, as the case may be.

7. Acceptance of Electronic Instructions

We may act on any electronic instructions, E-mail/Facsimile, given by you from time to time. You voluntarily and with full knowledge take and assume any and all risks associated therewith and, in particular:

a) We shall take all reasonable measures to check or verify authenticity or accuracy of such electronic instructions purporting to have been sent by you.

b) We shall be deemed to have acted properly and to have fully performed all the obligations owed to you notwithstanding that instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and you shall be bound by any instructions on which we may act if we have in good faith acted in the belief that such instructions have been sent by you.

c) We may, in our absolute discretion, decline to act on or in accordance with the whole or any part of an instruction pending further enquiry or further confirmation (whether written or otherwise) from you, howsoever that we shall not be under any obligation to do decline in any case, and shall in no event or circumstance be liable for not so declining.

d) You shall release from and indemnify us against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to us 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 us.

e) You acknowledge that to the full extent permitted by law we shall not be liable for any unauthorized drawing, transfer, remittance, disclosure, any activity or any incident on your account by the fact of the knowledge and/or use or manipulation of your password, ID or any means whether or not occasioned by your negligence.

8. Simultaneous Order In Excess Of Funds

Where we receive several orders at approximately the same time the total amount of which exceeds the available assets of or the credit granted to you, we may honour the orders on a first come first served basis.

9. Set-Off

9.1. We may, upon notice, combine/consolidate any of your accounts, whether current, loan, savings, term deposit or any other type and set off against any of your other accounts or indebtedness to us.

9.2. We may, upon notice to you, set off an account against any other account or indebtedness in respect of which you are liable, notwithstanding that some other person may also be liable in respect thereof. In such circumstances, upon receipt of an indemnity acceptance to the Bank (against costs) and at your expense, we will give you any assistance necessary in obtaining a refund.

9.3. If the set-off is for debt recovery, we will provide you with a detailed breakdown of the costs and expenses recovered from you together with a justification for such costs and expenses.

10. Our Charges and Expense Interest

We may debit your account with bank fees, commissions, costs and other charges in respect of our products and services, including but not restricted to the following:

a) Unless otherwise agreed in writing, interest on overdrawn accounts, loan accounts or any other facility granted, at any rate or rates as we may

determine from time to time, but not exceeding the maximum allowed by law, which rate or rates may be different for different accounts. Such interest will be calculated on daily balances and debited monthly. We will notify you within reasonable time prior to effecting any change(s) as regards interest rates. Where a higher rate of interest has been agreed, we may charge such higher rate on any of your accounts. Such interest is payable notwithstanding the determination of your relationship with us and until you repay the full amount you owe us in full.

b) Legal Charges: Advocate and client charges, costs and expenses incurred in any legal, arbitration or other proceedings arising out of or connected with your account;

c) Commissions: Commissions at such rates as we may determine from time to time, with power to charge different rates for different accounts. We will give you seven (7) days' notice of our intention to effect a new commission by way of email, sms or letter.

d) Other charges and expenses: In addition to the debits authorised by sub-clauses (a) and (b) of this clause, all other proper expenses and charges including but not limited to ledger fees, disbursements for cheque books, postage, cables, telephone calls, taxes, duties and impositions. We may also debit your account with expenses incurred:

i. In complying with your requests;

ii. In complying with the requests of authorized and accredited Government or other agencies in relation to your account;

iii. In maintaining your Account;

iv. In collecting or attempting to collect any amount of money you owe us; and

v. Expenses incurred in realizing any security or protecting the subject matter of any security issued to us.

e) Such penalties as are provided in these terms and conditions at any rate or rates as we may determine from time to time. The penalties will be calculated on daily balances and debited monthly. Penalties shall be due and payable notwithstanding the determination of your relationship with us until settlement in full;

f) We will provide you with a detailed breakdown of the costs, charges and expenses incurred under sub-clauses (a), (b), (c), (d) and (e) of this clause in the account statements.

Please visit your nearest branch for a copy of the complete guide on our Bank Tariffs. The Tariffs are also available on our [website at ke.kcbbankgroup.com/media/rates_and_fees/Kenya_Tariff_Guide.pdf](http://www.kcbbankgroup.com/media/rates_and_fees/Kenya_Tariff_Guide.pdf).

11. Taxes

11.1. All payments to be made by you in connection with our banking agreement are calculated without regard to any taxes payable by you. If any taxes are payable in connection with the payment, you must pay us 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.

11.2. Amounts in your account may be subject to withholding tax in accordance with applicable law.

11.3. You consent and agree that we may withhold amounts in any account at any time, if any tax authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any tax authority to do so, or if we need to comply with internal policies or with any applicable order or sanction of a tax authority.

12. Accounting Periods

Accounts are made up at our sole discretion at the end of each monthly, quarterly, half-yearly or yearly period excluding Deposit and Loan Accounts which we will periodically be making the statements available.

13. Statements

13.1. You will be entitled to one free statement at a reasonable interval e.g. quarterly, semi-annually or annually, which will be delivered to you through your last known email address. We may also provide you with printed statements if you request for the same.

13.2. Your statement will show all amounts added or taken from your account since the previous statement. You must check your statement carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.

13.3. You will be deemed to have approved and accepted the correctness of the statement if you do not object to it within twenty-eight (28) days from its date.

13.4. You confirm that you will not challenge the contents of statements on any grounds whatsoever, including but not limited to lack of mandate, forged or inadequate signature of endorsement of cheques, forged alteration thereof or otherwise, after the said Twenty Eight (28) days.

13.5. We reserve the right to rectify discrepancies, add and/or alter the entries in your statements, without prior notice to you. We will however inform you of any rectification, additions and/or alterations effected on your statements within a reasonable time after the changes are effected.

13.6. We will correct any entries we make by mistake to your account as soon as possible after you tell us about them or we notice them.

13.7. We may put messages on your statement to tell you about changes to this agreement.

13.8. We will provide you with statements of your account at such intervals as we shall agree with you at the time of opening your account or after the opening of your account. In the absence of any agreement, we shall provide you with statements at least once a year.

13.9. We will give you the option of whether to receive your statements in paper form or in electronic form. If you choose to receive statements in electronic form, you will be required to adhere to the security arrangements we put in place to protect the confidentiality of your statements.

13.10. We will give you an option to subscribe to our transaction alert

service (SMS Alert Service) where you will receive notification on your mobile telephone of any transaction on your account. We may levy a charge for the service, which we shall advise you of at the time of your subscription.

14. Customer Complaints

14.1. Complaints may be made in person, in writing, by post, fax, email or by telephone. We will take all measures within our means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with our complaints handling procedures, which are available on request from any branch or our Contact Centre. Where a notification regarding your complaint or any other matter is expected from us but not received, the complaint must be made within a reasonable time after non-receipt of such notification.

14.2. Applicable tariffs will be charged by your telephone and internet service provider (s) when communicating with our contact centre

15. Payment by Third Parties

15.1. We may credit your account with amounts paid by third parties.

15.2. All instruments such as cheques, drafts, bills of exchange and other negotiable instruments or commercial documents, tendered for collection and credit to your account are accepted by us subject to the following express terms and conditions:-

i. Instruments not payable at the Bank are accepted by us only for transmission on your behalf at your entire risk and responsibility.

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

iii. We will not accept any responsibility, and shall not be held liable, for any delay, mutilation or loss of any of your instruments, arising from or occasioned by transmission by post or through courier, nor shall we 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 you or by any other party as a result thereof.

16. Deposit of Cheques etc.

16.1. All cheques or other orders for payment of whatsoever nature are accepted for deposit for collection at your risk notwithstanding that we send such instruments for collection through a courier of our choice or other means as we deem necessary. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss) other than our negligence, we may debit you with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of that cheque or order together with interest since the date of crediting if the account is thereby overdrawn.

16.2. Before making any withdrawal, you must allow sufficient time to elapse after making any deposit (even of cash) in order to enable us to carry out necessary operations to credit the account.

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

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

We reserve the right to debit your account or in any other way recover the amount in case such cheques are returned unpaid.

16.5. Notwithstanding the provisions of Clause 7 herein any money credited to you in error must be repaid on demand.

17. Cheque Books

Cheque books are issued subject to the following conditions:-

a) You agree to look after and use any cheque book and any cheque form with utmost care.

b) You further agree to ensure:-

i. That all uncompleted cheque forms are kept in safe custody at all times.

ii. That we are informed immediately upon your discovery that any cheque book or any cheque form or registration slip in the cheque book has been stolen, lost or mislaid;

iii. That any person preparing a cheque is authorised to do so,

iv. That any cheque is prepared and signed in ink or other indelible writing materials,

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

vi. That any cheque and any alteration is signed by an authorised signatory,

vii. That no uncompleted cheque is given to any stranger or other person when you do not have reasonable grounds for believing him to be trustworthy, and

c) You are advised that:-

i. Where possible any completed cheque should be crossed with two distinct lines in order to make the cheques negotiable only through a Bank, and

ii. If it is known with which Bank the beneficiary of a cheque keeps his account then the name of the Bank should be added to the crossing in order to make the cheque negotiable only through that particular Bank.

d) We will stop payment of any cheque upon receipt of your written notice to that effect in a form acceptable to us. We will record your notice upon

Regulated by the Central Bank of Kenya



receipt but will not be responsible if the notice is not acted on otherwise than through negligence. If by reason of negligence a cheque is in fact paid after receipt of your notice, we will repay you upon proof to our satisfaction that the payment has not discharged or partially discharged your liability to any party to the cheque and, further, upon receipt of an assignment of your rights against all such parties but not otherwise. You will give us all assistance necessary to the enforcement of the assigned rights. If reasonable assistance is not forthcoming or it is proved that the payment has discharged your obligation, we may re-debit your account with the value of the cheque and the costs of the action. Any notice given to us to countermand payment of a cheque must clearly indicate the cheque number, amount, payee's name and the account number. You must advise us if a lost cheque which has been stopped is found and a replacement issued.

e) Upon closure of any account you will return to us any remaining uncompleted cheque forms relating to that account and we will return to you the value of any Revenue Stamps reimbursement for them which is obtained by us.

18. **Cheques not Drawn on Bank's Forms in Manner specified by the Bank** We may refuse payment of any cheque not drawn on our cheque form in the manner specified by us in accordance with these Terms and Conditions.

19. Drawing of Cash using a cheque

19.1 We will pay you cash where the cheque is signed in the presence of the Teller by an authorized signatory or by authorized signatories.

19.2 Where a cash cheque is presented not by you but a third party, we will require confirmation by telephone from you or from your representative known to us before we make payment.

19.3 Where cash cheques are presented by your employees or other known agents the following steps will be taken:

i. The employee or agent will be identified beforehand in a manner accepted to us; and

ii. A limit on such drawings will be agreed in writing with us, and until such limit is agreed, no drawings will be allowed under this paragraph.

19.4 Where you request that payments be made under paragraph (c) you indemnify us in respect of all payments made to such employee or known agent, whether or not the money was received by you and whether or not the order for payment presented was in fact your order.

19.5 Where either the employee or agent is not known to us or if the cheque exceeds the agreed limit, the provisions of sub-paragraph (b) of this paragraph shall apply.

20. Forgery

We will not be liable to you or any other person for having honoured even negligently any cheque the signature or content of which has been forged if:

a) You have facilitated such forgery either by failure to comply with any of the conditions contained in paragraph (a) or paragraph (b) of condition 13 hereof or by your negligence in any other way, or

b) There has been a previous forgery of the cheque and you fail to object to the first statement of accounts which debited such cheque as provided in by condition 9 hereof, or

c) The forgery has been perpetrated by your employee, servant, agent, contractor or sub-contractor.

21. No Duty on Bank to Protest

The relationship between you and the Bank is governed by the following Terms and Conditions and is subject to any further agreement in writing. We shall not be liable for any loss or damage suffered by any party if any dishonoured bill is not noted or protested or both. We will nevertheless endeavor to cause dishonoured bills to be noted or protested or both, provided that we receive instructions to do so within 24 hours of dishonour thereof.

22. Repayment of Overdrawn Account

We are entitled to demand repayment of any money overdrawn from your account together with interest and penalties. You confirm that it is your responsibility to ensure that your account is not overdrawn.

23. Lien

Where you are indebted to us, we have a general lien over all your property/assets in our 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 movable or immovable property charged to secure repayment of any money, whether or not that money has been repaid, and also over all property in respect of which, by the general law, we have a lien.

a) Where you are indebted to us in circumstances giving us a right of set off, all securities as set out in paragraph (a) hereof shall be deemed to be held as security for the debt.

b) We may at any time give you notice in writing that if an accrued debt is not paid within a period being not less than 14 days from the date of receipt by you of the notice then we may, without further notice, realize sufficient of your assets to discharge the debt. Any part payment made will be accepted strictly on account and without prejudice to our rights.

c) If the debt is not discharged within the time allowed, we may realize sufficient of your assets to discharge the debt. You hereby constitute us as your attorney for the purposes of any transaction will be held on your behalf in relation to your assets for purposes of discharging the debt.

d) Funds in foreign currency which are subject to our lien may be set off against debts or realized at the rate of exchange prevailing at the date of the set off or realization. We accept no liability for any loss caused by exchange fluctuations.

24. Current and Transactional Accounts

24.1 You can only cancel instructions given by telephone or computer if they are revocable and have not been acted on. If we are able to cancel your instruction we may make a charge.

24.2 If you hold a current account you will, on application and upon payment of the requisite charges, be issued with a cheque book.

24.3 We may refuse to make a payment if you do not have enough money

in the account at the start of the business day in which the payment is due to be made.

In deciding whether you have enough money we take account of any authorised card transactions, any overdraft limit, any cheques we are treating as cleared, any instructions to make payments and regular payments which have not yet been paid from your account. We will tell you if you can make payments from your account against cheques which are not cleared. We do not have to take account of regular credits or any amounts received after we have decided not to make the payment.

24.4 We will debit each business day the amount of all card transactions processed since the previous business day.

25. Savings Accounts

25.1 Interest shall accrue to the balance on the account, if the account has a credit balance. Interest shall be calculated on the end-of-day balance and shall accrue and be paid into your account on a yearly basis.

25.2 We reserve the right to vary interest rates from time to time and will reasonably endeavour to give prior notice of the changes in the interest rates. If you do not receive such prior notice we will not be prevented from changing the interest rate.

25.3 You shall not be entitled to overdraw your account.

25.4 In the event that your account does become overdrawn, debit interest shall accrue to the account on the debit balance. The debit interest shall be equal to the maximum unauthorised overdraft rate levied on current account.

26. Term and Call Deposits

In this Clause, "Account" means a Term or Call Deposit Account opened by us in your name at your request.

26.1. Term Deposits

26.1.1 Term Deposits are available for different durations (for instance 3 months or 1 year), some of which may only be available for you to invest in for a limited time (Limited Issue Term Deposits)

26.1.2 Depositing additional funds during the term of the Term Deposit is not allowed, but you may open additional Term Deposit Accounts.

26.1.3 Your Term Deposit will mature on the relevant anniversary of the date the deposit was opened, or if this is a non-business day, the next business day. If we do not hear from you up to 5 business days prior to the date of maturity, the monies will be rolled over in your name(s) as per your latest instruction held with us or, in the absence of any disposal at maturity instructions, into a new Term Deposit of the same term as the maturing Term Deposit and at the then prevailing interest rates.

26.1.4. The rate of interest will be fixed at the time of issue of the Term Deposit. Interest on the Term Deposit is calculated on the principal investment amount and will not be compounded (unless you are advised otherwise in writing). Interest will only be paid on the maturity date of those Term Deposits of a period of one (1) year or less. Where the Term Deposits run for a period of above one (1) year interest will be paid at agreed intervals within the term of the Term Deposit. However you have the option to have the interest paid on the maturity date upon notifying us of such request.

26.1.5 Early withdrawals from Term Deposits will be permitted on condition that the entire interest accrued will be forfeited. You must however give us one (1) month written notice of your intended withdrawal. We will effect your withdrawal instructions upon the lapse of your notice. Please note that you must withdraw the entire Principal amount as partial withdrawals are not allowed.

26.1.6 All payments, whether of interest or principal will be made by an automated credit into a KCB account in Kenya nominated by you. There may be a charge for any other means of transfer requested by you.

26.1.7 We reserve the right either to decline or open a Term Deposit. For Limited Issue Term Deposits, no applications will be accepted after the closing date, once announced.

26.1.8 You must provide us with any information requested, which we consider pertinent to this, or any other, banking service at any time.

26.2. Call Deposits

26.2.1 Call Deposits are available for at least one day duration and they have no fixed or maximum term. The bank will require at least one day notice in order to make any withdrawal.

26.2.2 You may uplift a Call Deposit after giving the bank a one day notice.

26.2.3 Your Call Deposit shall be subject to rate revision at a short notice of one day during its tenor. We may therefore vary the rate of interest from time to time.

26.2.4 We may impose a minimum amount for a Call Deposit to qualify for interest and shall advise you of this minimum amount at the time of opening the Account.

26.2.5 We shall advise you of the rate of interest that will accrue on your Call Deposit. Interest will be calculated on the principal investment amount and will not be compounded (unless you are advised otherwise). Interest will be calculated daily and paid into your current account or, if we agree, reinvested into the Call Deposit Account.

26.2.6 The interest earned by your Call Deposit will only be paid to you when the Call Deposit is uplifted.

26.2.7 You may on giving the bank a written short notice of one day withdraw the amount in your Call Deposit Account. No withdrawal charges will be levied for such withdrawals.

26.2.8 All payments, whether of interest or principal will be made by an automated credit into a KCB account in Kenya nominated by you. There may be a charge for any other means of transfer requested by you.

26.2.9 We reserve the right to either decline or open a Call Deposit.

26.2.10 You must provide us with any information we request, which we consider pertinent to this, or any other, banking service at any time.

27. Partnership Accounts

The following additional provisions shall apply to partnership accounts:

a) You hereby authorize us 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 whether or not that person has signed the original payment instruction.

b) You authorize us to make advances with or without security by way of overdraft, loan or in any other manner on the requests of the partners at the time being, and to discount bills and promissory notes on the request of the partners for the time being made in accordance with the mandate.

c) You authorize us to accept by way of pledge or deposit 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.

d) All liability of the partners to us is joint and several

e) Upon any change in the constitution of the partnership, the partners will sign a new mandate.

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

28. Joint Accounts

The following additional provisions shall apply to joint accounts:

a) The holders of a joint account authorize us 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.

b) All liability on a joint account is joint and several.

29. Inoperative and Dormant Accounts

a) Your account will automatically be classified as inactive if you do not initiate any transactions on the account for a continuous period of 12 months. We shall make reasonable endeavors to inform you of the intended classification of the account as inactive at least one (1) month before such classification. We shall, no later than seven (7) days from the date of such classification, inform you of such classification by way of short - message text alerts addressed to your last known mobile telephone number.

b) Your 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 your account to a central account for security reasons.

c) You will not be allowed to transact on an inactive or dormant account but we shall, upon your written (e.g letter/email) request, inform you of the procedure to be followed to activate your inactive/dormant accounts.

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

i. confirm the validity and authenticity of the first transaction reactivating the Account;

ii. suspend the payment of interest (if applicable);

iii. suspend the issuance of Account Statements; and

iv. charge a maintenance fee as we may determine from time to time.

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

30. Freezing of Account

We may at any time freeze your account(s) if and so long as there is any dispute or we have doubt for any reason as to the person or persons entitled to operate the same. In this regard, we shall have no obligation to institute interpleader proceedings or to take any step of our own initiative for the determination of such dispute or doubt.

31. Debit Cards

31.1. You may be issued with a Debit Card and a PIN (Personal Identification Number) for accessing your account. You will be responsible for safety of the Debit Card and any transactions carried out using the Debit Card.

31.2. Debit Cards not utilized for a period of 9 consecutive months will be automatically deactivated. Request for Activation of the same will be made in writing..

32. Rights and obligations of Customer and

32.1. You shall bear full responsibility for all PIN-based transactions. Responsibility for Signature - based transactions will be determined by the date of receipt of report of loss and the date of transaction.

32.2. You confirm that you have been informed and understand:-

i. The bank's undertaking to customer account confidentiality;

ii. Account and product features and benefits;

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

iv. Conduct and/or rules and regulations of operating the account;

v. Query/complaint resolution process;

vi. Communication on account status;

vii. Right to a reasonable period to think over the products, services, terms and conditions herein before accepting the same

32.3 As the Account Holder it is your duty to:-

i. Keep abreast of account status and make appropriate enquiries within a reasonable time;

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

iii. Take due care to ensure that your account shall not be used to abet or facilitate illegal or otherwise fraudulent activities

32.4. You have a duty to ensure that all your loans and overdrafts and any overdraft positions are repaid in accordance with your agreement with us or these terms and conditions so as to avoid disputes on the amount owing from you and, further, to avoid us sharing negative information with Credit Reference Bureaus (CRB) concerning your non-performing loans.

33. Securities

At your/authorized representative's request, a detailed list of the securities deposited on your behalf with us on your account, or deposited in your name with our correspondents, will be prepared and supplied to you once a year (or more frequently subject to a fee to be charged at our discretion.



34. Safe Custody Deposits

We shall receive your article(s) for storage or safe keeping on the following terms:-

- i. You shall not assign, sublet or underlet a Safe Deposit Box.
- ii. We shall receive the package for your Account, as Depositor.
- iii. The package is received by us at your sole risk of the Depositor as regards any damage to or loss of the article through any cause whatsoever including but not limited to moth, vermin, heat or leakage, and we shall not accept responsibility for any such damages or loss except in so far as this Clause expressly provides to the contrary.
- iv. We shall not accept safe deposit of currency other than souvenirs.
- v. The Contents of the package shall be inspected by a Bank official before signing and sealing.
- vi. You hereby assure us that the package does not contain anything explosive, inflammable, harmful, illegal in nature or anything that might suffer deterioration in storage.
- vii. You shall indemnify us against claims arising from injury in our premises and/or damage to our property caused by the contents of the package.
- viii. We undertake to exercise reasonable care in safekeeping the package and in ensuring that no unauthorized person has access thereto but will not be liable for any loss of or damage to property stored in a Safe Custody facility where;
 - a) We did not breach our duty; or
 - b) Loss is not a foreseeable consequence of such a breach.
- ix. We will not be liable for any loss resulting from your breach of these Terms and Conditions.
- x. You confirm that we shall be deemed not to have knowledge of the value of the package.
- xi. Where the lodgment is done jointly the package may be accessed or withdrawn, temporarily or permanently, in accordance with your mandates.
- xii. Where the lodgment is done jointly, all obligations and warranties under this agreement shall be joint and several.
- xiii. In the event of death of one party, the survivor(s) shall be deemed to be the sole or surviving parties upon evidence of death being produced.
- xiv. In the event of death of a sole customer we may permit access to any person(s) claiming to be the legal Personal Representative of the deceased upon production of the letters of Administration.
- xv. Lodged items can only be accessed during Banking hours at 24 hour notice and on production of the Safe Custody receipt on day of withdrawal. We shall require production of identification documents by yourself or any person authorized by you, upon any application to access the package.
- xvi. You must provide us with specimen signature(s) of any other person(s) who will be authorized to have access to the package.
- xvii. We may refuse to grant access to the package in any of the following events:
 - a) If we have any doubt as to the genuineness of the withdrawal instructions.
 - b) When there are outstanding Bank charges.
 - c) If there are any other reasonable grounds to refuse access.
- xviii. Fees are payable in advance and in accordance with our Tariffs currently in force. You hereby confirm that you have been informed of current Bank tariffs and have accepted the same. We shall publish any changes to the tariffs and communicate the same to you within reasonable time.
- xix. We may terminate this safe deposit agreement on one month's written notice or, in the event of any breach of this or any other agreement with us, with immediate effect. Upon termination, you must collect the package within one month failing which we may retain the package without any obligation to its safe custody. It shall be your responsibility to reimburse any charges incurred by us, which charges shall be recovered from any of your accounts held with us.
- xx. Upon termination, you will not be entitled to any refund in respect of the remainder of the current period.
- xxi. Without prejudice to the generality of the foregoing, upon termination of this safe deposit agreement, the we will have the right to dispose the contents of the package or any part thereof, without any further notice to you, either by public auction or by private treaty and apply the proceeds thereof in payment of any costs to be incurred by us and debts you owe us, it being understood that you shall make good the deficiency, if any, when called upon to do so.
- xxii. We may vary the Terms and Conditions from time to time which variation shall become effective upon one month's notice through any means we may deem fit.
- xxiii. Safe Custody Deposits remaining unclaimed for more than two years after the lease or rental period on the box or other repository has expired will be presumed abandoned and surrendered to the Unclaimed Financial Assets Authority.

35. Validity of documents

We are not responsible for authenticity, validity, regularity or value of lodged documents including but not limited to bills of lading, delivery orders, consignment documents, receipts warrants and insurance policies.

36. Holdings and credit in Foreign Currency

Subject to all laws and Governmental Regulations applicable:-

- a) We will credit the counter-value of your holdings in foreign currencies to accounts with our correspondents in various countries of origin.
- b) While such accounts are in our name, they shall be held at your risk. You accordingly accept responsibility for any ensuing consequences, including but not limited to consequences of legal, fiscal or other measures affecting the accounts.
- c) Except in the case of an assignment by you to us, you may dispose of such funds only by means of requests for cheques or transfers in the original currencies at our option.
- d) All credits granted in foreign currencies are also subject to this Clause.

37. Accounts in Foreign Currency

Subject to all laws and Governmental Regulations, where an account is in foreign currency and demand on us for payment from such 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.

38. Communications

- 38.1. All notices, statements, letters and other communications from us may be sent to your last known , and the date appearing on our copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.
- 38.2. Any written communication from us to you including but not limited to any notice given pursuant to these Terms and Conditions shall be deemed to have been received by you;
 - i. If delivered in person, at the date and time of delivery,
 - ii. If sent by post, five business days after posting,
 - iii. If sent to a Kenyan address, seven business days after posting if sent to an address outside Kenya (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.)
- 38.3. You have no claim on us for damage resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from you, we or any third party, by delivery, post, telegraph, telephone, telex, e-mail, SMS (short message service) or any other means of communication.

39. Variations and Termination of Relationship

- 39.1. We may terminate or vary our banking relationship with you upon giving you fourteen (14) days of such intent. 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.
- 39.2. You can close your account by telling us in writing. (In the case of joint accounts, all account holders must sign the written communication.)
- 39.3. 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.
- 39.4. Upon termination of our banking relationship, you will return any cards we have given you, any unused cheques and any computer banking software we have provided. You must repay any money you owe us, including, where applicable, the amount of any cheques, card transactions or any other payment instructions you have made, which have not been taken out of your account.
40. Procedure upon death
- 40.1. In the event of death, your estate administrator will be granted access to your account upon production of the letters of administration or grant of probate for the purposes specified in the letters of administration or grant of probate and thereafter the account proceeds will be dealt with in accordance with the confirmed grant of letters of administration or confirmed grant of probate.
- 40.2. If one account holder on a joint account dies, the survivor(s) may withdraw any account balance and or continue our banking relationship without any reference to the deceased joint account holder's family or estate. We will however require the surviving joint account holders to provide us with an original and copy of the deceased joint account holder's Death Certificate and/or Notification of Death before dealing with the account as required by this clause.

41. Disclosure

You hereby authorize us to disclose any information relating to your account (s) to any Regulator, Tax Authority, Credit Reference Agency or any other institution or third party as required by the laws of any country and as we deem necessary.

42. 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.

43. Amendments

Any addition or alteration of these Terms and Conditions in respect of which notice has been given to you shall be binding upon you fully as if the same were contained in these Terms and Conditions.



KCB I-Bank TERMS & CONDITIONS

1. Introduction

These Internet Banking Terms and Conditions (these "Terms and Conditions") govern your use of the KCB Bank Kenya Ltd Internet Banking Services. Use of the Internet Banking Services is expressly conditioned upon your acceptance of these Terms and Conditions. Please read and review these Terms and Conditions carefully. By enrolling in, or using our Internet Banking Services, you acknowledge and agree to abide by these Terms and Conditions. These Terms and Conditions supplement our applicable disclosure statements and agreements, including, without limitation, Your Account Opening Application Form, the Terms and Conditions for account Opening, Depositor's Agreement, Bank Tariffs, Funds Availability Disclosure, Electronic Banking Terms and Conditions Disclosure Statement and Agreement and Privacy Policy, in effect from time to time. In the event that any provision of these Terms and Conditions conflict with the terms contained in any such disclosure statements and agreements, these Terms and Conditions shall prevail, to the extent necessary. Any matters not provided for in these Terms and

Conditions will be governed by the Terms and Conditions for Personal and Business Banking.

2. Definitions

As used herein, the terms the "Bank", "we", "us" or "our" mean KCB Bank Kenya Ltd; "you" and "your" means an individual or entity that is the owner of an account or an individual authorized by an account owner to view account information and/or effect transactions with respect to an account"; "account" and "accounts" mean the current account, savings account, or other KCB Bank Kenya Ltd deposit account that you can access through the Services; "Business Account" means any account that is not a Personal Account. "Personal Account" means an account established by an individual primarily for personal, family or household purposes; "Site" or "Sites" mean the website(s) owned or operated by the Bank, including, without limitation, <http://www.kcbbankgroup.com> and <https://onlinebanking.kcbbankgroup.com>; "Service", "Services" and "Internet Banking Services" mean all products, services, materials, contents, features and methods of conducting transactions offered, obtained or otherwise made available on or through the Site including, but not limited to, the ability to transfer funds between certain accounts, obtain account balance information, view recent transaction activity details, make bill payments through our bill pay service, view statements and check images, reorder checks for your KCB Bank Kenya Ltd current accounts and update your contact information;

3. Eligibility for the Services

To be eligible to register and use the Services, you must maintain at least one account with us. If you have more than one account that is eligible for access through the Services, we will strive to link your accounts together, and such accounts will appear in your Internet banking profile, unless you request otherwise.

Please note however that certain features of the Services may not be available for all of your accounts. Accounts that you open with the Bank after your initial enrollment in the Services will be enabled in the Internet Banking Services. Certain features, information, transactions or other services available through the Services may not be available when accessing the Services through a mobile device.

4. Access Requirements

To access the Services, you must have access to a computer or mobile device with an internet connection. You will also need to have one of the following supported internet browsers, Internet Explorer (version 7 or higher) or Firefox (version 2.6 or higher) with 256-bit encryption and Secure Sockets Layer 3 (SSL3). To the extent that you are able to access the Services using any non-supported internet browser, such use shall be at your sole risk, and you, and not the Bank, shall be liable for any losses resulting from such use. You are responsible for obtaining, installing, maintaining and operating all software, hardware and other equipment necessary to access and use the Services including, without limitation, antivirus, anti-spyware and internet security software. You are also responsible for any and all fees imposed by any internet service provider or communications service provider.

You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and hereby expressly assume such risks. You further acknowledge that you are responsible for the data security of the systems used by you to access the Services, and for the transmission and receipt of information using such systems.

You agree that the Bank is not responsible for any errors or problems that may arise from the malfunction or failure of your computer, internet service provider or other systems, any virus, worm, or other problem that may enter your computer by downloading information or materials from, or otherwise related to your use of the Services. You further agree that the Bank is not responsible for notifying you of any upgrades, fixes or enhancements to, or for providing technical support or other support for your systems. You are hereby granted a non-exclusive, non-transferable limited and revocable right to access and use the Services as well as any technology in object code. You agree that the Bank and our suppliers or servicers retain all intellectual property rights in any hardware, software, documentation, systems or other technology or intellectual property ("Technology") that may be made available to you in connection with the Services.

You further agree (i) to read and comply with any license terms with respect to any Technology made available to you, (ii) to use the Technology solely for purposes of accessing the Services, (iii) to maintain the confidentiality of the Technology and not copy, transfer or disclose the Technology, (iv) not to attempt to circumvent any use or access limitations contained in the Technology, (v) not to translate, reverse engineer, disassemble or decompile any Technology, (vi) to use the Technology in accordance with its documentation and all relevant security policies and procedures, and (vii) to return any and all copies of the Technology to us upon request. All Technology is provided to you on an "AS IS" and "AS AVAILABLE" basis.

5. Passwords and Additional Security Measures

You will be provided with the USER ID and your initial password. On your first login, you will be required to choose a memorable word and password which you will use to obtain access to your accounts through the Services. In addition, we may ask you to create and provide responses to authentication questions that only you and the Bank will know that may be used to verify your identity (together with your user ID and password, collectively referred to herein as "Access Information"). We may, at our option, change the parameters for the Access Information used to access the Services without prior notice to you. If we do so, you will be required to change your Access Information the next time you access the Services. You are solely responsible for keeping your Access Information confidential and agree not to give or make it available to any person who is not authorized to access your accounts. The Bank is authorized to provide

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information to any party and act upon all instructions received using your Access Information.

You further agree that use of your Access Information will have the same legal effect as your written signature authorizing the transaction. If someone to whom you have granted authority to use your Access Information exceeds such authority, you, and not the Bank, shall be fully liable for all transactions initiated by such individual.

If you believe the security of your Access Information has been compromised in any way, you must alert us immediately. We reserve the right, under certain circumstances, to deny you access to any one or more account(s), the Services or any part thereof, or to deny the processing of transactions if we reasonably believe your Access Information has been compromised in any way or is being used, or might be used by any unauthorized person(s).

For Business Customers, you agree to immediately notify us if a person with Access Information leaves your employment.

6. Hyperlinks

In connection with the Services, the Bank may provide you with a link ("Hyperlink") to a third party site. Such Hyperlinks are used at your own risk. We are not responsible for, nor do we control the content, products or services provided through these sites. We do not endorse or guarantee the products, information or recommendations provided by any such linked sites, and are not liable for any failure of products or services advertised on such sites. We do not make any representations or warranties of any kind, express or implied, as to the operations conducted at such other third party sites, or the accuracy or completeness of any information, content, materials or products included thereat including, but not limited to, the warranties of non-infringement of third party rights, title, merchantability and fitness for a particular purpose.

7. Account Access

After you have successfully registered, you can use the Services seven (7) days a week, twenty-four (24) hours a day, although some or all of the Services may not be available during regularly scheduled maintenance periods, or during system/network interruptions.

8. Electronic Messages and Other Communications

By enrolling in and using the Services, you agree that all notices and other communications directly related to your use of the Services or to your accounts may be sent electronically to any e-mail address we have on record for you or, at our option, any other manner permitted by applicable law. As e-mail is not a secure method of communication over the internet, we recommend that you do not send confidential information, such as account numbers and financial information, to us by e-mail. If you want to contact us electronically, we recommend using the Messaging function on the Internet Banking site. Please be advised that we will not immediately receive an electronic message you send, and no action will be taken on any electronic message until we actually receive your message and have had a reasonable opportunity to act on it. If you need to contact us immediately, please call our Contact Centre on 0732187000 or 0711 087000 or email contactcenter@kcb.co.ke. If you provide us with a telephone number, including a mobile telephone number, as a contact for any of the products or services offered through the Site, you agree that we may call that number with service messages including, without limitation, prerecorded calls, notwithstanding any law, rule or regulation that would otherwise.

9. Alerts

Your enrollment in the Services may include access to mobile text messaging related services and alerts ("alerts.") By using the Services, you agree that we may send messages through your communication service provider for delivery to you and that your communication service provider is acting as your agent in this capacity. We may use a telephone number or e-mail address we have in our records for you or such other contact information as you may provide to us, for sending these Alerts. These Alerts are provided for your convenience and do not replace your monthly account statements, which are the official record of your account. You understand and agree that the information sent through an Alert may not be encrypted and may include personal or confidential information about you such as your account activity or account status, and anyone with access to your e-mail or mobile device may be able to access the Alert. Additionally, Alerts sent via telephone may be delivered to voice mail or answering machines if no one answers the telephone. It is your responsibility to secure your mobile device, protect your Access Information and provide timely information about changes to your telephone number. We endeavor to provide Alerts to you in a timely manner, however we do not guarantee the delivery or accuracy of any information sent through an Alert. Messages may be delayed or impacted by factors pertaining to your communication service provider, internet service provider or other third parties. We will not be liable for any losses or damages arising from the disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of or inaccurate content in information sent through an Alert.

10. Transfers

You may use the Services to transfer funds to and from your account(s). You authorize us to charge your account(s) for all funds transfers that you initiate through the Services. You agree to maintain sufficient available funds in your account(s) for each such transfer you schedule. We may, but are not obligated to, make any transfer you may request unless there are sufficient available funds in your account(s) to cover the transfer. If there are insufficient funds in your account(s) and we honor your payment request, you agree that you will reimburse the Bank for the amount of the payment plus any applicable fees, charges and penalties. We will not notify you whether or not your transfer request was completed. You accept and agree to confirm from your account statement whether or not a transfer was successful.

11. Transfer Limitations

We reserve the right to place limits on the frequency and amounts of any transfer(s) or refuse to make transfer(s) between certain accounts.

We will notify you if we determine that we cannot carry out your transfer instructions; provided, however, notification is not required if your transfer instructions are prohibited by these Terms and Conditions or applicable law.

12. Payments

Payments that can be made through the Services include, without limitation, payments that you schedule through our Internet Banking Bill Pay services, payments to certain KCB Bank Kenya Ltd. accounts and payments made in the form of funds transfers to eligible loan or line of credit accounts. Payments will be debited from the account you designate, and you authorize us to debit and remit payment as instructed. You agree to maintain sufficient funds in your account for each payment you schedule. We may, but are not obligated to, make any payments you request unless there are sufficient funds in your account to cover the request. If there are insufficient funds in your account and we honor your payment request, you agree that you shall reimburse the Bank for the amount of the payment plus any applicable fees, charges and penalties. We will not notify you whether or not your payment request was completed. You accept and agree to confirm from your account statement whether or not a transfer was successful. We reserve the right to place limits on the frequency and amounts of any transfers or refuse to make transfers between certain accounts. We will notify you if we determine that we cannot carry out your transfer instructions; provided, however, notification is not required if your transfer instructions are prohibited by these Terms and Conditions or applicable law.

13. Account Information

Your account statement will remain the official record of your account. You agree to review your statement promptly after you receive it whether through the Internet Banking Service or normal routine statements provided by your branch. If your statement reflects transactions that you did not authorize, you must notify us immediately.

14. New Features

We may, from time to time, in our sole discretion, introduce new products, services and features to the Services or modify or delete existing features. We shall notify you of any of these changes if we are legally required to do so. By using any new or modified products, services or features when they become available, you agree to be bound by these Terms and Conditions, as well as any additional terms and conditions specifically applicable to these new offerings.

15. Internet Service Fees

There may be a charge in connection with your use of some of the features available through the Services. Please refer to the Schedule of Fees applicable to your accounts for more information. We reserve the right at any time to change, add or modify any fees and charges subject to thirty days prior notice to you.

You agree to pay such fees and authorize us to deduct such fees from any accounts you maintain with us. If there are insufficient funds in your accounts to pay these fees, you agree to promptly remit payment to the Bank upon demand. You hereby acknowledge having read and understood the Schedule of Fees and to be bound by it.

16. Liability For Unauthorized Transfers Or Payments

a. For Personal Accounts Only Each time you use the Services to process a transfer or payment transaction, you warrant that you are an owner or authorized signatory on the account from which the funds are being drawn to make such transfer or payment. The Bank is entitled to act on instructions received using your Access Information and you agree that the use of your Access Information will have the same effect as your signature authorizing the transaction. If we do not complete a transfer or payment from your account on time or in the correct amount in accordance with our agreement with you, we will be liable only for your actual losses. We shall not be liable for any indirect loss, damage, consequential loss, or loss of profit or income. We will further not be liable in any way for any failure or delay in completing any such transaction if:

- Through no fault of ours, your account does not contain sufficient funds to make the transfer or payment, or the transfer or payment would exceed any applicable overdraft protection for such account;
- The Services, your computer, mobile device or software was 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;
- Circumstances beyond our control prevent us from making the transfer or payment such as acts of God, natural disasters, fires, floods, acts of government authority, terrorist acts, acts of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power outages or interruptions, telecommunications failure, severe adverse weather conditions, postal strikes, or other causes beyond our reasonable control;
- You do not provide us with complete and correct payment or transfer information, or you do not follow the instructions in these Terms and Conditions or any other agreement with us for requesting a transfer or payment;
- The funds in your account are subject to legal process or other encumbrance restricting the transfer or payment;
- A timely payment or transfer was made but the payee fails to timely credit your account after receipt.

This list is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

17. Unauthorized Transactions

a. FOR PERSONAL ACCOUNTS ONLY

You must alert us AT ONCE if you believe your Access Information has been stolen or used without your permission, or if you believe that an unauthorized Internet transaction or payment has been made from any of your accounts. Contacting us via telephone is the best and fastest way of keeping your possible losses to a minimum. Kindly ensure that all telephone requests should be followed by written and duly signed Customer advice within three days. Also, if your statement shows transactions that you did not authorize, alert us AT ONCE.

b. FOR BUSINESS ACCOUNTS ONLY

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 Services except where we fail to exercise ordinary care in processing any transaction.

18. In Case Of Errors And Questions On Your Accounts

a. FOR PERSONAL ACCOUNTS ONLY

In case of errors or questions about transfers or payments made through the Services, you should contact us, as soon as possible, by using the following address contactcenter@kcb.co.ke If you think your statement is incorrect or you need more information about a transaction performed through the Services that is listed on the statement, You must:-

- Tell us your name and account number;
- Describe the error or the transaction in question, and explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the currency and amount of the suspected error and if you tell us orally, we shall require that you send your complaint in writing within three days. If we determine that there was no error, we will send you a written explanation.

You may ask for copies of documents that we used in our investigation.

b. FOR BUSINESS ACCOUNTS ONLY

In case of errors or questions about transfers or payments made through the Services, you should contact us, at once by calling us at (+254) 0732 187000 or (+254) 0711 087000 or email using the following address contactcenter@kcb.co.ke.

If you think that your statement is wrong or you need more information about a transfer or payment listed on the statement, we must hear from you at once. Failure to so notify us will preclude you from being able to assert a claim based on such problem or error. Any errors reported to us will be investigated by us and we will advise you of the results of our investigation.

19. Representations and Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. WE FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO COMPUTER VIRUS OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY OR RELIABILITY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICES. WE MAY PERIODICALLY AMEND, ADD, DELETE, UPDATE OR ALTER THE SERVICES INCLUDING, WITHOUT LIMITATION, THESE TERMS AND CONDITIONS. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SITE AND WE SPECIFICALLY DISCLAIM ANY DUTY TO UPDATE THE INFORMATION ON THE SITE. YOU AGREE THAT NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF YOUR ACCESS TO OR USE OF THE SERVICES ACCESS OR USE THE SERVICES. THIS SECTION SHALL SURVIVE TERMINATION OF YOUR USE OF THE SERVICES.

20. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Services and agree to indemnify and hold us and our officers, directors, employees, shareholders, parents, subsidiaries, affiliates, agents and third party service providers harmless from and against any losses, damages, liabilities, costs or expenses of any kind including, without limitation, reasonable attorney's fees, court costs and related litigation costs and expenses, that we may incur in connection with any third party claim or otherwise, arising out of or concerning your use of the Services or the use of the Services by anyone using your Access Information, or your violation of these Terms and Conditions. Your obligations under this section shall survive termination of these Terms and Conditions.

21. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the case;

- where it is necessary for completing transactions;
- where it is necessary for activating additional services;
- in order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant;

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- d) to a consumer reporting agency for research purposes only;
- e) in order to comply with a governmental agency or court order;
- f) if you give us your written permission; and
- g) in accordance with our Privacy Policy

22. Unlawful Transactions

You agree not to use the Services for any illegal or unlawful purpose. You acknowledge and agree that we have no obligation to monitor or review your transactions for legality and that we may presume that all of your transactions are legal in all applicable jurisdictions. We reserve the right; however, to decline any transaction that we believe is an illegal transaction or a high-risk transaction in any applicable jurisdiction. We are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any authorized transaction that is determined to be illegal. You further agree not to use your account or any of the Services to engage in any internet or Internet gambling transaction. We reserve the right to decline any transaction that we believe is an internet or Internet gambling transaction.

23. Termination

We may terminate your use of the Services, in whole or in part, at any time and for any reason without prior notice including, without limitation, your failure to access the Services for a period of three consecutive months or longer. You may terminate your rights to use the Services by notifying us in writing. You authorize us to continue making transfers, payments and other transactions you have previously authorized through the Services until such time as we have had a reasonable opportunity to act upon your instructions. It is your responsibility to cancel any recurring or future dated transfers prior to cancelling the Services as these transfers will not be terminated unless you do so. Notwithstanding the foregoing, all recurring transfers and payments must be cancelled prior to terminating the Services. Upon any termination you shall immediately discontinue use of the Services. Any termination shall not affect your liabilities or obligations under these Terms and Conditions for any transactions initiated prior.

24. Address Changes

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, your name, address, telephone numbers and email addresses. Changes can be made through the Site or by contacting our Contact Centre. The Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate contact or account information.

25. Intermediaries

You acknowledge that the Bank may engage third parties to provide some or all of the Services. The Bank shall have no obligation to disclose any such arrangements with third parties to you or obtain your consent thereto.

26. Amendment

We may amend, revise or modify these Terms and Conditions at any time and from time to time have sole discretion subject to thirty days prior notice to you. We shall also post the amended terms and conditions on the Site, together with a notice that these Terms and Conditions that have been amended. Any use of the Services following such thirty day notice will constitute your agreement to such changes. Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate these Terms and Conditions as to all such prior versions of the applications, services, and/or related material and limit access to only the most recent revisions and updates however subject to thirty days prior notice to you.

27. Assignment

You may not assign any of your rights and obligations under these Terms and Conditions. We may assign our rights and obligations under these Terms and Conditions with no further liability.

28. Waiver

Our failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms and Conditions. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. 29. Copyright and Trademarks Kenya Commercial Bank Ltd. and Kenya Commercial Bank Ltd. Internet Banking are service marks of Kenya Commercial Bank Ltd. Certain other trademarks and service marks owned by us, our subsidiaries and affiliates may be contained in the Site; all other marks contained herein are the property of their respective owner(s).

30. Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with all applicable laws, rules and regulations. Any action or proceeding arising out of or concerning these Terms and Conditions shall be heard exclusively in the Kenyan courts. These terms and conditions and / or the operations in the accounts of the Customer maintained by the Bank and/ or the use of the services provided through Internet banking shall be governed by the laws of Kenya and no other nation. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than Kenya. The mere fact that the Internet Banking service can be accessed through Internet by a Customer in a country other than Kenya shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/ or the operations in the Internet accounts of the Customer and / or the use of Internet Banking.

31. Risk of Loss

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you were in the process of Completing or completed shortly before a system failure or interruption should be verified by you through means other than the Services to ensure the accuracy

and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

32. Force Majeure

You agree that we shall have no responsibility or liability to you or any third party for failure or delay in our performance under these Terms and Conditions or for any losses due to causes or conditions beyond our control including, without limitation, delays and/or interruptions of business due to any act of God, natural disaster, fire, flood, terrorist act, act of government authority, act of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power outage or interruption, telecommunications failure, postal strike severe adverse weather condition or other causes beyond our reasonable control. The time, if any, required for our performance under these Terms and Conditions shall be automatically extended during the period of such delay or interruption.

33. Other Agreements

In addition to these Terms and Conditions, you agree to be bound by and comply with the terms of such other agreements we may provide to you in connection with the Services or any products which may be accessed through the Services including, but not limited to, Internet Banking Terms and Conditions, Funds Availability Disclosure, and our Electronic Banking Terms and Conditions Disclosure Statement and Agreement. You further agree to be bound by and comply with any and all applicable laws, rules and regulations, including but not limited to, the rules and regulations of any networks, clearinghouses or funds transfer system to which the Bank belongs, in connection with your use of the Services. Additionally, if there is a conflict between what an employee of ours says and these Terms and Conditions, these Terms and Conditions will prevail.

34. Severability

If any provision of these Terms and Conditions is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms and Conditions will not be affected thereby, and each of those provisions will be valid and enforceable to the fullest extent permitted by law.

35. Caption Headings and Interpretation

The caption headings are for convenience or reference purposes only and are not to be construed as a summary of each provision of this Agreement. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular.



KCB MOBILE BANKING SERVICE TERMS AND CONDITIONS

1. Introduction

These terms and conditions apply if you have an account with KCB and wish to subscribe to the KCB Mobi mobile banking service ("the Service) and they explain our obligations to you and your obligations to us. In the event that any provision of these Terms and Conditions conflict with the terms contained in any such disclosure statements and agreements, these Terms and Conditions shall prevail, to the extent necessary. Any matters not provided for in these Terms and Conditions will be governed by the Terms and Conditions for Personal and Business Banking.

2. Definitions

As used herein, the terms the "Bank", "we", "us" or "our" mean KCB Bank Kenya Ltd.; "you" and "your" means an individual or entity that is the owner of an account or an individual authorized by an account owner to view account information and/or effect transactions with respect to an account"; "Bank Account" means a bank account held by a Customer with the Bank and which may be operated using the Service; "Contact Centre" means the Customer Care Centre or KCB Branch as may be notified to the Customer by the Bank from time to time; "Mobile Device" includes your Mobile Phone handset, SIM Card and/or other Mobile Device which when used together enables you to access the Network; "Mobile Phone" means your Mobile Phone handset and includes any other Mobile Device that you use to access the Network; "Mobile Service Provider" means Airtel Kenya Limited and/or its agents and sub-contractors whether jointly or severally; "Mobile Wallet" means the Mobile Wallet Application embedded on your Mobile Device by your Mobile Service Provider; "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; "Network" means your Mobile Service Provider's Network; "Services" shall include any form of banking Services or products that the Bank may offer you pursuant to this Agreement as shown in Appendix A and as you may from time to time subscribe to and "Service" shall be construed accordingly; "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 Airtel Mobile Wallet Service and Airtel Mobile Wallet Application; "SMS" means a short customized message service consisting of a text message transmitted from one Mobile Device to another; and "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 Airtel Mobile Wallet Application.

3. The Service

3.1. We will provide the Service to you through your mobile device. You

must be a subscriber of a mobile service provider with which we have an agreement for the provision of this service for you to access the Service. We currently have agreements with Safaricom and Airtel for provision of the Service.

3.2. The Service is only available to KCB account holders. We reserve the right to accept or decline your application for registration for the Service without further reference to you.

3.3. The processing of your application and your subsequent registration for the Service will be done within 5 business days of submitting your application.

3.4. It is your sole responsibility to familiarize yourself with the operating procedures for the Service as will be provided by us upon your registration to the Service. We will not be liable for any losses incurred as a result of your errors either of commission and/or omission.

3.5. You agree and undertake to be bound by and to comply with all of the Procedures as we may issue from time to time. We shall not be bound by or obliged to take any action on any instructions which do not properly comply with the procedures and we may reject such non-compliant Instructions.

3.6. We will provide you with a Personal Identification Number (PIN) for use with this Service. You must keep this PIN secret and not disclose it. You must take all reasonable care to prevent unauthorized or fraudulent use of the Service. We will not be held liable for any losses arising from the unauthorized use of your PIN.

3.7. You undertake to keep your SIM card and cell phone safely. You must not leave your Mobile Phone unattended or permit any person access to your Mobile Phone in such a manner that he may use it and/or the Mobile Banking-Service, whether with or without your consent.

3.8. You must notify us immediately of theft or loss of your mobile phone/SIM Card, any unauthorized access to the Service or upon your discontinuation of the telephony service with your mobile service provider, through our Contact Centre. We shall not be held liable for any losses resulting from the loss of the SIM card and/or cell phone howsoever caused.

3.9. The Provision of the Service is subject to the availability of the mobile telephony connectivity. We will not be held liable for non-delivery or delay in delivery or wrongful delivery of the Service, as a result of the failure of the mobile telephony connectivity.

3.10. You agree that we shall not be held liable for any disputes that may arise between you and your mobile service provider.

3.11. This service will be provided to you as long as you are the sole account holder of your account(s) or have the mandate to singularly operate the specified accounts.

3.12. We will ensure as far as possible that any information supplied to you through the Service is accurate. We shall not be liable for any error which results in the provision of inaccurate information.

3.13. The Service will only be available in geographical regions where the chosen mobile service provider(s) provide (s) mobile telephony connectivity.

3.14. We reserve the right to enhance the Services at anytime without notice to you. It is your responsibility to keep updated with these enhancements. We will make all reasonable efforts to notify you of any changes or updates.

3.15. We reserve the right to charge a fee for the provision of the Service and for the use of all or part of the Service. You will be notified of these fees from time to time. You will be liable to pay us for any fees levied for the use of the Service, unless we have waived such fees. By accepting these terms and conditions, you provide us with the authority to debit these fees from your current account on a monthly basis.

These charges will be reflected in your normal bank statement. We reserve the right to revise the fees chargeable for this Service from time to time. We reserve the right to terminate this Agreement in the event that you fail to pay any fees levied for the provision of the Service.

3.16. We shall not be held liable for the quality of service of the mobile service provider and give no warranty with respect to the quality of service by the mobile service provider.

3.17. You must notify us of any changes in your account number, mobile telephone number, address and any other information that may affect your ability to access the Service.

3.18. We will not be held liable for sending information to your mobile telephone number as contained in our records at any given time.

3.19. You agree to bear all risks and consequences of the inability to send comply with any instruction sent using the Service due to errors in transmission of your instructions.

4. Non-repudiation

4.1. Until and unless you notify us otherwise, all Instructions and Requests we receive which are associated with your Mobile Phone details shall be deemed to have come from you, and we shall be entitled to rely on such Instructions or Requests, whether they actually originated from you or not.

4.2. You acknowledge that we may not be able to reverse or annul any transaction executed based on Instructions or Requests received prior to your notice.

5. Disclosure of information

You hereby expressly consent and authorize the Bank to disclose receive record or utilize your personal information or information or data relating to your account and use of the Services:

- i. 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;
- ii. To and from the Bank's service providers, dealers, agents or any other company that maybe or become the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services;
- iii. 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;
- iv. To your Mobile Service Provider in relation to this Agreement;

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- v. For reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities;
- vi. To Credit Reference Bureau in accordance with the laws and regulations; and
- vii. In business practices including but not limited to quality control, training and ensuring effective systems operation.

6. Indemnity

6.1. In consideration of the Bank complying with your instructions or Requests in relation to the Service, 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.

6.2. The indemnity herein shall also cover the following:

- i. 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 instruction or Request or arising from the malfunction or failure or unavailability of any hardware, software, or Mobile Device or System or Network, 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 instruction or Request received by the Bank.
- ii. Any loss or damage that may arise from your use, misuse, abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software packages or programs.
- iii. Any unauthorized access to your Bank Account, Mobile Wallet, 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 Mobile Devices.
- iv. 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 third 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.
- v. 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.

7. Exclusion of Liability

7.1. The Bank shall not be responsible for any loss suffered by you or any other person should the Services be interfered with or be unavailable by reason of (a) the failure of any of your Mobile Device, or (b) any other circumstances whatsoever not within the Bank's control including, without limitation, force majeure or error, interruption, delay or non-availability of the System or Network, terrorist or any enemy action, equipment failure, loss of power, adverse weather or atmospheric conditions, failure of any public or private telecommunications system and any law or the order of the Government, Regulator or other law enforcement agency.

7.2. The Bank will not be liable for any losses or damage suffered by you or any other person as a result of or in connection with:-

- i. Unavailability of sufficient funds in your Bank Account and/or Mobile Wallet;
- ii. Failure, malfunction, interruption or unavailability of the System, your Mobile Device, the Network or the Service;
- iii. The money in your Bank Account or Mobile Wallet being subject to legal process or other encumbrance restricting payments or transfers thereof;
- iv. Your failure to give proper or complete instructions for payments or transfers relating to your Bank Account or Mobile Wallet;
- v. Any fraudulent or illegal use of the Services, the System and/or your Mobile Device; or
- vi. 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.

7.3. If for any reason other than a reason mentioned in these Terms and Conditions the Services 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 practicable.

7.4. Save as provided herein the Bank shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.

7.5. 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.

7.6. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

8. Suspension of the Service

8.1. The Bank may stop or suspend your use of the Service for the following reasons:

- i. Breakdown, maintenance, modification, expansion and/or enhancement

work caused or initiated by your Mobile Service Provider in relation to their Network or any service provider in respect of the Service.

- ii. If you seriously or repeatedly break this agreement or the terms and conditions of your account;
- iii. Where the Bank has good reason to suspect there may be fraudulent activity on your account;
- iv. If you have entered incorrect log on details on three successive occasions;
- v. Any other lawful reasons.

8.2. Where possible the Bank will give you prior notice, by telephone, SMS, email or post, unless the Bank has a good reason for not doing so, e.g. where we are prohibited by law from notifying you. If the Bank is unable to contact you beforehand, where possible and permissible, the Bank will notify you and give reasons afterwards.

8.3. If the Service is suspended due to your entry of incorrect logging details, you can reset your log on details at your nearest KCB branch or by calling the Contact Centre, provided you can identify yourself and answer the security questions.

8.4. The Bank may change the terms of this agreement with you by notifying you by way of SMS not less than 30 days before the change comes into effect. Changes will be effected in a reasonable and proportionate manner. You agree that you will not require the Bank to provide you with copies of the changes, and that you will visit our website www.kcbbankgroup.com to acquaint yourself with the same.

9. Termination of the Service by Us

9.1. On any termination of the Service, all rights granted to you in respect of the Mobile Wallet Application shall immediately cease.

9.2. We may, upon notice of not less than fourteen (14) days, terminate this agreement and, in particular but without prejudice to the generality of the foregoing, we may cancel credits which we have granted and require repayment of outstanding debts resulting there from within such time as we may determine.

Our decision in this connection will be final and binding. We may also summarily close your account without notice if we are compelled by law or any lawful authority or have reasons to believe that the account is being used for fraudulent activities.

9.3. We may terminate the Service immediately and without prior notice or liability in the following situations:

- i. Breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by your Mobile Service Provider in relation to their Network or any service provider.
- ii. If you have seriously or persistently broken any of the terms herein;
- iii. You are, or the Bank reasonably suspects you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
- iv. Your Bank Account is, or we reasonably suspect your Bank Account is, being used for an illegal purpose;
- v. You are, or the Bank reasonably suspects that you may be, acting fraudulently;
- vi. There has been or the Bank suspects there has been fraud involving any of your Bank Accounts or any transactions on any of your Bank Accounts;
- vii. The Bank has reasonable grounds to suspect unauthorized or fraudulent use of your security details;
- viii. You act in an unacceptable way, for example you act in a threatening or violent manner towards the Bank's staff;
- ix. The Bank has demanded that you repay an overdrawn balance on your Bank Account and you fail to do so;
- x. You have not satisfied any anti-money laundering requirement.
- xi. If there has been or the Bank suspects that there has been suspicious activity on or relating to your Bank Account or Mobile Wallet;
- xii. If the Bank stops supporting the Mobile Wallet Application on your Mobile Phone or the operating system it runs;
- xiii. If you stop holding or using any account, product or service in respect of which the Service may be used;
- xiv. If the Bank reasonably considers that by continuing the contract:
 - the Bank may violate any law, regulation, code, court order or other duty; or
 - the Bank, or another KCB Group company, may be exposed to action or censure from any Government, Regulator or law enforcement agency in any jurisdiction.

9.4. The Bank will notify you personally, after termination of your Mobile Wallet Service. This may be done through SMS, a message when you log onto the Mobile Wallet Application, by post, by email, by a message on your statement, or in any other way that will be sent to you individually.

9.5. The Bank may end the Service for any other reason by giving you at least one (1) month's personal notice.

9.6. You will remain liable for any mobile service provider charges that may arise from the use of this Service, as per the mobile service provider's terms and conditions.

9.7. Upon termination of the Service for any reason, all rights you have in respect of the Mobile Wallet Application will immediately cease.

9.8. If the Bank receives notice of your demise, the Bank will not be obliged to allow any operation or withdrawal from your Bank Account by

any person except upon production of Grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

10. Termination of the Service at your Request/Instruction

10.1. You may terminate the use of this Service through an application form available at our branches. Such requests will be effected within 5 business days of receipt of the termination notice by us. Any fees that may be outstanding at the time of such termination will remain payable and we reserve the right to debit such fees from your account.

10.2. You will remain liable for any mobile service provider charges that may arise from the use of this Service, as per the mobile service provider's terms and conditions.

11. Force Majeure

Notwithstanding any provision contained in these Terms and Conditions, we shall not be liable to you to the extent that fulfillment or performance of any terms or provisions hereunder is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than us; labour disputes; electrical equipment or mobile network failure; fires; floods; acts of God; government or regulator action; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence we are unable to prevent, whether of the class of causes hereinbefore enumerated or not. If any force majeure event occurs, we will give prompt written notice to you and will use commercially reasonable efforts to minimize the impact of such event.

12. Address Changes

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, your name, address, Mobile Phone numbers and email addresses. Changes can be made by contacting our Contact Center or your nearest KCB branch. The Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate contact or account information.

13. Intermediaries

You acknowledge that the we may engage third parties to provide some or all of the Services. We shall have no obligation to disclose any such arrangements with third parties to you or obtain your consent thereto.

14. Amendment

We may amend, revise or modify these Terms and Conditions at any time and from time to time have sole discretion subject to thirty days prior notice to you. We shall also will post the amended terms and conditions on our website, together with a notice that these Terms and Conditions that have been amended. Any use of the Services following such thirty day notice will constitute your agreement to such changes.

15. Assignment

You may not assign any of your rights and obligations under these Terms and Conditions. We may assign our rights and obligations under these Terms and Conditions with no further liability.

16. Waiver

Our failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms and Conditions. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

17. Copyright and Trademarks

KCB Bank Kenya Ltd, KCB Mobi, KCB Mobi Plus and KCB M-Banki are service marks of KCB Bank Kenya Ltd. Certain other trademarks and service marks owned by us.

18. Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Kenya. Any action or proceeding arising out of or concerning these Terms and Conditions shall be heard exclusively in Kenyan courts. These terms and conditions and / or the operations in the accounts of the Customer maintained by the Bank and/ or the use of the services provided through Internet banking shall be governed by the laws of Kenya and no other nation. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than Kenya.

19. Severability

If any provision of these Terms and Conditions is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms and Conditions will not be affected thereby, and each of those provisions will be valid and enforceable to the fullest extent permitted by law.

20. Caption Headings and Interpretation

The caption headings are for convenience or reference purposes only and are not to be construed as a summary of each provision of this Agreement. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular.

I We have read, understood and undertake to comply, observe and be bound by the Terms & Conditions and Tariffs in force, copy of which has been availed to me/us which may be amended from time to time.

Name: _____ ID/Passport no.: _____

Signature: _____ Date: _____

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