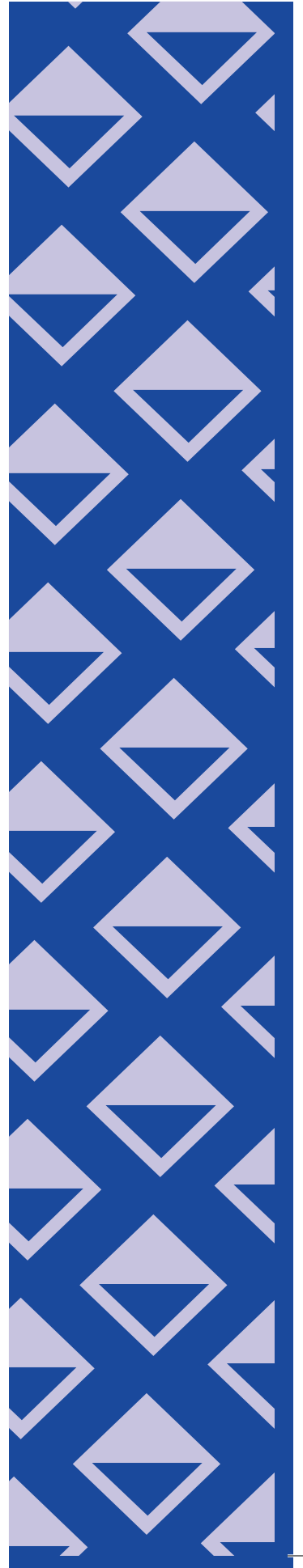


African Banking Corporation Ltd.



Amazingly Better Choice

Business Banking Account Opening Application Form



SECTION A: ACCOUNT INFORMATION

I/We apply to open an account with AFRICAN BANKING CORPORATION LTD as specified hereunder. I/We agree to provide any documents requested by the Bank according to the type of Account(s) requested and to abide by the current rules of the Bank for the conduct of such accounts. I/We confirm having read Current Account rules given and hereby agree to be bound by them. (as ammended from time to time)

ACCOUNT TITLE

Indicate type of account required:

Account type: ☐ Hazina ☐ Lea ☐ Zalisha ☐ Collection ☐ Corporate Current ☐ Other (specify) _____

Currency: ☐ KES ☐ USD ☐ GBP ☐ EUR ☐ Other (specify) _____

Corporate Details

Company Type ☐ Company ☐ Sole Proprietorship ☐ Partnership ☐ Public Sector ☐ Clubs / Societies / NGOs/ Diplomatic Missions
☐ Other (specify) _____

Organization Name _____ PIN Certificate Number _____

Business Registration Number _____ Date of Registration / Incorporation _____

Nature / Description of Business _____

Postal Address

P.O Box _____ Postal Code _____ Town/City _____ Country _____

Physical Address

Building _____ Street _____ Town/City _____ Country _____

Contacts

Preferred Tel No: _____ Mobile No: _____

Preferred Email Address: _____ Website _____

Account Turnover

Expected Account turnover Monthly _____ Annually _____

COMMON REPORTING STANDARD (CRS)

Is the entity a tax resident in a jurisdiction outside Kenya? ☐ Yes ☐ No

If you have answered YES to the above question, please fill in the CRS form

SECTION B: STAKEHOLDERS INFORMATION

To be completed by stake holders

1st Director/Partner/Shareholder/Signatory

Stakeholder Type: ☐ Shareholder ☐ Partner ☐ Sole proprietor ☐ Director ☐ Signatory ☐ Other _____

Mr/Mrs/Ms	First Name		Middle Name	Last Name

Nationality		Identification Document Type	Identification Document Number	
Date of Birth		<input type="checkbox"/> National ID <input type="checkbox"/> Passport	KRA PIN	

Physical (Residential) Address

Country of Residence ☐ Kenya ☐ Other (Specify) _____

Postal Address		Postal Code		Town		Country	
----------------	--	-------------	--	------	--	---------	--

Contact Details (Required)	Email Address			
	Mobile Number		Other Number	

Position in the Company/ Organization		Occupation	
--	--	------------	--

COMMON REPORTING STANDARD (CRS)

Are you tax resident in a jurisdiction outside Kenya? ☐ Yes ☐ No

If you have answered YES to the above question, please fill in the CRS form

To be completed by stake holders

2nd Director/Partner/Shareholder/Signatory

Stakeholder Type: ☐ Shareholder ☐ Partner ☐ Sole proprietor ☐ Director ☐ Signatory ☐ Other _____

Mr/Mrs/Ms	First Name		Middle Name		Last Name	
Nationality		Identification Document Type	Identification Document Number			
Date of Birth		<input type="checkbox"/> National ID <input type="checkbox"/> Passport	KRA PIN			
Physical (Residential) Address						
Country of Residence		<input type="checkbox"/> Kenya <input type="checkbox"/> Other (Specify) _____				
Postal Address		Postal Code		Town		Country
Contact Details (Required)	Email Address					
	Mobile Number			Other Number		
Position in the Company/ Organization				Occupation		

COMMON REPORTING STANDARD (CRS)

Are you tax resident in a jurisdiction outside Kenya? ☐ Yes ☐ No

If you have answered YES to the above question, please fill in the CRS form

To be completed by stake holders

3rd Director/Partner/Shareholder/Signatory

Stakeholder Type: ☐ Shareholder ☐ Partner ☐ Sole proprietor ☐ Director ☐ Signatory ☐ Other _____

Mr/Mrs/Ms	First Name		Middle Name		Last Name	
Nationality		Identification Document Type	Identification Document Number			
Date of Birth		<input type="checkbox"/> National ID <input type="checkbox"/> Passport	KRA PIN			
Physical (Residential) Address						
Country of Residence		<input type="checkbox"/> Kenya <input type="checkbox"/> Other (Specify) _____				
Postal Address		Postal Code		Town		Country
Contact Details (Required)	Email Address					
	Mobile Number			Other Number		
Position in the Company/ Organization				Occupation		

COMMON REPORTING STANDARD (CRS)

Are you tax resident in a jurisdiction outside Kenya? ☐ Yes ☐ No

If you have answered YES to the above question, please fill in the CRS form

To be completed by stake holders

4th Director/Partner/Shareholder/Signatory

Stakeholder Type: ☐ Shareholder ☐ Partner ☐ Sole proprietor ☐ Director ☐ Signatory ☐ Other _____

Mr/Mrs/Ms	First Name		Middle Name		Last Name	

Nationality		Identification Document Type	Identification Document Number		
Date of Birth		<input type="checkbox"/> National ID <input type="checkbox"/> Passport	KRA PIN		

Physical (Residential) Address

Country of Residence ☐ Kenya ☐ Other (Specify) _____

Postal Address		Postal Code		Town		Country	
----------------	--	-------------	--	------	--	---------	--

Contact Details (Required)	Email Address				
	Mobile Number		Other Number		

Position in the Company/ Organization		Occupation	
---------------------------------------	--	------------	--

COMMON REPORTING STANDARD (CRS)

Are you tax resident in a jurisdiction outside Kenya? ☐ Yes ☐ No

If you have answered YES to the above question, please fill in the CRS form

Government official/Senior Management/Influential Person Declaration

Are you or any of the applicants or immediate family member/close associate currently holding or may have held any position such as Member of Parliament, Senior executive of state owned corporations, important political party official, Senior military official and other members of the discipline forces, Member of the Judiciary, Senior State Officer, Senior Public Officer, Senior Official of an international organisation?

☐ Yes ☐ No (If Yes, give details below)

Name		Prominent Position Held		Relation to the Company	
Name		Prominent Position Held		Relation to the Company	

Declaration of Ultimate Beneficial Ownership

The following natural person(s) (listed in table below) exercise control or ultimately have a controlling ownership interest or controlling through voting rights, agreement, arrangement etc.

Stakeholder(s) Name (Individual(s) or Registered Entity)	Stakeholder Type (Director, Shareholder, Sole Proprietor,etc.)	Ultimate Beneficial Owner's Name (This information is required if shareholder is a corporate body)	ID/PP No. for Individuals or Registration No. for Entities	Shareholding (%)	Nationality/ Country of Registration

FATCA Compliance Kindly complete the section below with a YES or NO where appropriate	Applicant 1		Applicant 2		Applicant 3		Applicant 4	
	Yes	No	Yes	No	Yes	No	Yes	No
Do you hold a US passport, green card or were you born in the US?								
Do you reside in the US or spend more than 183 days in the US annually?								
Do you have a US address (residential or correspondence)?								
Do you have a US telephone number?								
Do you receive/expect any payments to or from the US?								
Are you a shareholder or director of a US corporation, partnership, company, trust or estate?								

If you have answered YES to any of the above questions please fill in the relevant form (IRS Form W-9/IRS Form W-8BEN/IRS Form W-8BEN-E) available on www.irs.gov

SECTION C: ADDITIONAL INFORMATION

Other accounts held with ABC Bank

Bank Name _____ Branch _____ A/C Name _____ A/C No _____

Bank Name _____ Branch _____ A/C Name _____ A/C No _____

Do the current Directors/Partners/Shareholders hold similar positions in other companies maintaining accounts at ABC Bank?

☐ YES ☐ NO If yes, please state the company (ies) _____

SECTION D: ACCOUNT FACILITIES

Debit Card (subject to account mandate) <input type="checkbox"/> YES <input type="checkbox"/> NO	Daily cash withdrawal limit (MAX KES 100,000) _____
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Internet Banking ☐ YES ☐ NO (If yes, fill in the internet banking application form)

SMS/Email Alerts (Please tick at least one)

SMS Alerts ☐ YES ☐ NO | Email Alerts ☐ YES ☐ NO

(Alerts for account debits are mandatory for all accounts. Note: Preferred mobile/email address will be used)

E-statements: ☐ Daily ☐ Fortnightly ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Half yearly ☐ Yearly

Cheque book application ☐ 25 Leaves ☐ 50 Leaves ☐ 100 Leaves ☐ To be collected from branch

Specify Currency ☐ KSH ☐ USD ☐ EURO ☐ GBP Other (specify) _____

SECTION E: INDEMNITY FOR INSTRUCTIONS RECEIVED BY EMAIL

☐ YES ☐ NO If YES, please complete the indemnity for email instructions form below.

I/We, the undersigned, hereby request and authorize the Bank to accept and act upon my/our instructions transmitted through email to talk2us@abcthebank.com Such email instructions shall: a) Be sent only from my/our registered email address(es), b) Bear signature(s) in accordance with the account operating mandate. In consideration of the Bank agreeing to act on instructions from myself/us from time to time by email (“the Instructions”) for the operations of all my/our account/s held with the Bank.

1. I/We acknowledge that email is not a secure means of communication and confirm that I/We:

a) Accept all risks associated with sending instructions via email.

b) Agree that the Bank shall not be liable for acting upon such instructions.

2. The Bank is hereby authorized to act on the Instructions received in accordance with the Indemnity herein.

3. The Bank reserves the absolute right to: a) Decline or refuse to execute any instruction without providing reason, b) Seek additional verification before executing any instruction, c) Suspend the email instruction service at any time

4. Any transaction executed pursuant to Instructions received in accordance with the Indemnity herein shall be binding upon me/us, irrespective of whether such instructions were issued with or without my/our authority, knowledge, or consent.

5. I/We hereby covenant and undertake to comply with any and all procedures, protocols, and restrictions implemented by the Bank, whether existing or subsequently imposed, pertaining to the issuance and transmission of email instructions to the Bank.

6. I/We hereby jointly and severally covenant and undertake to, at all times hereafter, fully and effectually indemnify, defend, and hold harmless the Bank against any and all actions, causes of action, suits, proceedings, claims, demands, costs, charges, damages, expenses, losses, and liabilities whatsoever which may be brought, commenced, made, enforced, or prosecuted against the Bank, or which the Bank may pay, incur, sustain, or be put to, by reason of or in connection with, or arising from the Bank's action or omission to act pursuant to the aforementioned Instructions.

.....
Signatory 1

.....
Signatory 2

.....
Signatory 3

.....
Signatory 4

SECTION F: ACCOUNT MANDATES AND SIGNATURES

☐

Solely

☐

Either

☐

All to sign

☐

Both

☐

Both or survivor

☐

Either or survivor

Other signing instructions _____

Please note where the mandate is in conflict/differs with the mandate specified on the resolution, mandate specified on the resolution will be adopted

Stakeholder(s) to sign below.

Name of 1 st Signatory		Date	
1 st Signatory passport photograph	Signature	FOR BANK USE ONLY	
Name of 2 nd Signatory		Date	
2 nd Signatory passport photograph	Signature	FOR BANK USE ONLY	
Name of 3 rd Signatory		Date	
3 rd Signatory passport photograph	Signature	FOR BANK USE ONLY	
Name of 4 th Signatory		Date	
4 th Signatory passport photograph	Signature	FOR BANK USE ONLY	

Witnessing Bank Official's Name _____ Signature _____ Date:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

GENERAL BANKS TERMS AND CONDITIONS

Subject to any other subsequent written agreement between the Bank and the customer the relationship between the Bank and the Customer shall be governed by the following general terms and conditions.

Governing Law

These General Terms and Conditions shall be governed by and construed in accordance with the law of the Republic of Kenya and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

1. Transactions

- Where the Bank receives several instructions at approximately the same time the total amount of which exceeds the available assets of or the credit granted to the Customer, the Bank has the discretion to honour the orders in whatever manner it thinks fit within the limit of the funds available.
- Where no overdraft has been agreed or the limit of the overdraft has been reached, the Bank may refuse to carry out any instructions which would result in there being an overdraft or cause the overdraft to be greater than that agreed, as the case may be.
- The Bank is entitled to demand the immediate repayment with interest and commission and other banking charges, cost and expenses including any legal cost incurred in connection with any account that is overdrawn and/or the subject of garnishee orders or where funds are erroneously paid into the account including any expenses whatsoever at ABC Bank's Base Interest Rate prevailing at the date the account/s is overdrawn plus a Credit Risk Premium Rate of 3%p.a. variable at the Bank's discretion.
- All amounts credited to an account while any overdraft or other banking facility is outstanding, shall first be applied to offset the interest accrued on the account and thereafter to reduce the principal amount outstanding.
- Any money credited to the Customer in error will be recovered from the customer and must be repaid together with interest at the interest rate determined under Clause 1(c) herein.
- The Bank reserves the right to immediately close or freeze any account, which in its reasonable opinion appears to have been opened with fraudulent documentation or where there is a dispute concerning the account.
- The Bank reserves the right to close any account not operated to its satisfaction and remit the balance (if any) to the Account Holder.

2. Unpaid Cheques.

- The Bank has the right to close an account without notice where three or more cheques have been dishonored for lack of funds.
- Any credit in the account may be reversed if any cheque/s or negotiable instrument/s is returned unpaid. Where the Account holder will have utilized such funds an overdraft will be created. The account holder accepts to pay such overdrawn amounts inclusive of interest and other charges at the rates determined under Clause 1(c) herein.
- The Bank reserves the right to dishonor Cheques against uncleared effects. Where the bank allows such payments the account holder agrees to pay the resulting overdraft at the interest rates determined under Clause 1(c) herein

3. Drawing of Cash

- The customer indemnifies the bank in respect of all payments made by agents introduced to the Bank to transact on its behalf,

4. Cheque Books

- The Bank will issue the Cheque book to the Customer at the Bank's sole discretion, subject to the Cheque book Terms and Conditions which are set out in this paragraph and on the inside cover of the Cheque book
- The Bank is authorized to debit the Account Holder to recover applicable fees and taxes for the issuance of the Cheque books
- The Bank shall not be responsible if a payment is made against a stolen Cheque due to negligence on the part of the Account Holder.
- Withdrawal can only be made through the Cheque book issued to the Account Holder.
- Any alteration to the cheque must be counter-signed by an Authorised Signatory as per the terms of the mandate
- On receipt of a written notice from the Customer to stop payment of a cheque, the Bank will record the notice and stop the payment provided that such notice is received before the transaction sought to be stopped has occurred. The customer hereby indemnifies the Bank against any loss damages, costs (including legal costs) or demands incurred by it as a result of a stop notice on which the bank has acted and may charge for stopping a cheque.
- Upon closure of the account, all unused Cheque leaves shall be surrendered to the Bank immediately failure to which the account shall remain open.

5. Payment and Deposit of Cheques

- All cheques paid in for credit of account should be crossed. All Particulars of the Cheques (name of Drawee Bank and branch; Cheque Number etc) should be correctly written, both on payslip and the relative counterfoil. The Bank shall not be liable for any loss where the above requirements are not complied with. The payees should endorse all Cheques payable to order.
- Cheques, Interest and Dividend Warrants, etc payable to the account holder may be accepted for collection and credited to savings account.
- Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the Bank may debit the Customer 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 of the account hereby is overdrawn.

6. Payment of Interest on an Account

- The rate of interest payable on any account may be provided by the Bank at its various branches in Kenya. Interest (where applicable) on any account will accrue from day to day, or as otherwise determined by the Bank in its absolute discretion and will be credited by the Bank to the relevant account(s) at such a time as determined by the Bank.
- The bank will deduct withholding tax and other applicable charges on interest before payment is made to the customer unless the law otherwise provides.

7. Fixed Deposit Accounts

- The Fixed Deposit is payable only upon maturity and at the branch of issue. The Bank may however at its sole discretion allow premature withdrawal of fixed deposits. The customer accepts that all such premature withdrawals will be subject to levy of charges and or breaking penalties, as the Bank may determine, and that these maybe subject to change without notice to the customer.
- If the amount of the Term Deposit is paid in by banker's cheque, the receipt shall be issued only after clearance of subject cheque and the interest shall apply from the date the cheque is cleared. The deposit slip does not suffice for the purpose of this clause.
- In the event that no specific instructions are given for renewal, the Bank shall be deemed to have implied instructions to re-invest at its discretion the deposit inclusive of the interest accrued at call rate, or such other rate as may be determined by the Bank in its sole discretion and all other conditions above shall apply.
- The depositor is requested to take good care of the deposit receipt issued to him and keep it secure. The Bank shall not be responsible in any way for any unauthorized use resulting from any disregard of these instructions.
- In the event of loss or misplacement of the deposit receipt, the customer shall be required to immediately Report the loss to the police and obtain a police abstract; and Inform the bank and to sign indemnity forms indemnifying the bank to be circulated among other banks before replacement certificate is issued.
- Interest payable on the fixed deposit is subject to deduction of withholding tax.

8. Joint Accounts

- where a Joint Account is operated by a Mandate designated as 'Either/or Survivor', each Customer to the Joint Account is authorised to operate the Joint Account individually and it shall be deemed that the instructions given by one Customer to the Joint Account regarding the Joint Account are authorised by the other Customer(s) to the Joint Account;
- Where a Joint Account is operated on a Mandate designated as 'Jointly', each Customer to the Joint Account is only authorised to operate the Joint Account together with all other Customers to the Joint

Account (or as specified in the Mandate). The Bank shall not be held liable for refusing to act or for any delay in accepting the instructions which are not issued by all Customers to the Joint Account; c. if any Customer to the Joint Account gives instructions that conflict or appear to conflict with instructions given by another Customer(s) to the Joint Account, the Bank may refuse to act on any such instructions until the conflict is resolved to the Bank's sole satisfaction; and d. Any overdraft or other obligations incurred on the account or otherwise shall be the joint and several liability of each and every Individual constituting the customer.

9. Minor Accounts

In respect of account (s) opened in the name of a minor/s (whether or not jointly with an individual who is not a minor. The Bank shall be entitled to act on the instructions received from the guardian named on the account opening form, irrespective of whether the minor account holder ceases to be a minor, until the Bank receives written notice to cease to act on the guardian (s) instructions.

10. Accounts in Foreign Currency

The deposits and their payments are governed by the laws from time to time in Kenya and are payable only at the branch of African Banking Corporation Limited The deposits and their payments are governed by the laws in effect from time to time in Kenya and are payable only at the branch of Africa Banking Corporation Limited where the deposits were made. Africa Banking Corporation Limited has the sole discretion to allow withdrawal at other branches in Kenya. Subject to all laws and government regulations applicable:

- The Bank will credit the counter-value of the Customer's holdings in foreign currencies to accounts with its correspondents in various countries of origin.
- Such accounts are in the Bank's name but are at the Customer's risk, and the Customer accepts responsibility for ensuing consequences, including but not limited to consequences of legal, fiscal or other measures affecting the accounts.
- Except in the case of an assignment by the Customer to the Bank, the Customer may dispose of such funds only by means of requests for cheques or transfers in the original currencies at the Bank's option. Notice periods for all withdrawals may vary according to the currency.
- The bank shall have no responsibility to the customer for:
 - Any diminution due to taxes or imposts or depreciation in the value of the funds credited to the Account, which funds, in Bank's sole discretion may be deposited by the Bank in the Bank's name and subject to the Bank's control with such depository (ies) as the bank may selectOR
 - The unavailability of such funds, if, as a result of any threatened requisition, involuntary, distraint of any character, exercise of military or usurped powers or other cause(s) beyond the Bank's control, the Bank should decide, in the Bank's sole discretion, acting in good faith, to close, or to suspend or terminate operations in Kenya.

e. The bank will convert foreign cheques and other items on terms available upon request. Cheques payable abroad which may be received for payment into the Customer's account may be negotiated or collected at the Customer's expense. If Cheques are returned unpaid for any reason, the Bank will debit the Customer's account even if the return takes place after the Bank has advised the Customer of payment of the cheque. Negotiation and collection of Cheques shall be subject to the current international Chamber of Commerce Uniform Rules for Collections.

11. Payment of Bank and Other Charges

- The Bank is entitled without notice to the Customer to levy or impose all customary banking and other charges and expenses in respect of any banking facilities provided to the Customer by the Bank, and to debit the relevant Accounts in accordance with the Bank's normal procedures. Such charges are not facilities.
- The Customer Further agrees that the Bank may recover from the Customer any costs, fees, interest, commissions, or taxes and stamp duties paid or incurred by the Bank on the Customer's behalf, or levied as a consequence of any dealings between the Bank and the Customer. In particular, the Customer shall pay to the Bank and the Bank shall be entitled to debit the Customer's account(s) with:-
 - All legal charges, including but not limited to advocate and client costs, incurred by the Bank in obtaining legal advice in connection with the Customer's dealings with the Bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of any dealings with the Customer and/or any other fees or costs incurred by the Bank in obtaining any other professional advice relating thereto; all other charges and professional fees including valuer's fees, debt collection fees, auctioneers fees and all other incidental costs incurred by the bank in collection of a debt owed by the customer and/ or in relation to the Bank's dealings with the customer; all other proper expenses and charges including but not limited to commitment fees, ledger fees, disbursements for cheque books, search fees, postages, taxes, duties, impositions and expenses incurred in complying with the Customer's requests or in maintaining the account or in respect of any dealings between the Bank and the Customer.
 - All costs relating to changes in operation of an account or a product as a result of changes in regulations or laws.
 - All charges, fees and tariffs applicable to the Customer's Account (the "Tariffs") as outlined in the Bank's standard tariff guide, a copy of which is available to the Customer at the time of opening the Account as well as on request.

The Customer hereby authorizes the Bank to debit his account with any and / all the above mentioned charges, fees, tariffs, interest, commission, disbursements, taxes, duties, costs and expenses whatsoever without further reference to the Customer.

12. Validity of Documents

- The Bank is not responsible for authenticity, validity, regularity or value of documents including but not limited to bills of lading, delivery orders, consignment document, receipts, warrants and insurance policies.
- A receipt for money, cheques, securities, etc. on behalf of the Bank is valid only if signed by duly authorized officers or system generated documents that state that no signature us required.

13. Errors of Transmissions and Inadequate Execution of Orders

All payment orders, exchange operations and sales or purchases of stocks bonds or shares in Kenya or elsewhere, undertaken by the Bank for the account of the Customer shall be at the Customer's own expense. Neither the Bank nor any of its agents or correspondents nor any employees shall be liable for any mutilation, interruption, error or transmission, omission or delay occurring in an transmission medium (including without limitation, cables, airlines, courier services and telex and facsimile system) however occurring.

14. Statements

The contents of any statements of account or statement of any other nature which has been sent by the Bank to the customer, and to which the customer has not objected within thirty days of receipt thereof, shall be deemed approved by the Customer, and shall not thereafter be challenged by the Customer on any ground whatsoever.

15. Communications

- All notices, statements, letters and other communication from the Bank may be sent to the last address given by the customer, and any change thereof should be notified to the Bank without delay and the Customer hereby agrees that where the mode of sending statements elected is by way of email, the bank shall not be liable where the same is accessed by any persons for which the same were not intended. The customer hereby agrees to fully indemnify the bank against all damages incurred due to information received by the wrong recipient because of incorrect addresses given by the account holder.
- The Bank may give information about the customer and how the customer manages accounts to the following:
 - Credit reference agencies duly authorized by the relevant regulators to carry on business as such in Kenya, who may use and give out information for credit assessments or to prevent or detect fraud.
 - People who provide a service to the Bank's agents, on the understanding that these individuals will keep this information confidential.
 - Anyone that the Bank transfers or may transfer rights to or duties under this agreement.
 - Any person designated to be given such information pursuant to a valid court order.
 - Other members of its group.

16. Right of lien

a. The Bank has the right of lien on all properties of whatever nature (whether stocks, shares, bills, precious metal or otherwise) deposited with or held by the Bank in the name of the Customer and may hold the same as security for the payment of the indebtedness due from the Customer to the Bank (Whether by way of principal, interest, commission charges or otherwise whatsoever and whether such indebtedness will be fluctuating balance or otherwise) without prejudice to and the same shall not be affected by any other security held by the Bank for such indebtedness.

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

c. Deposits including those held in foreign currencies and for a given period of time may be set off against debts notwithstanding that the time period of the deposit has not expired.

17. Variation and Termination of Business Relations.

a. The Bank may be at any time, upon notice to the Customer, terminate or vary its business relationship with the customer without assigning any reason to it in particular, but without prejudice to the generality of the foregoing, the Bank may cancel credits which it has granted and require repayment of outstanding debts resulting there from within such time as the Bank may determine.

b. The Bank may at any time freeze any account of the Customer.

i. At its own instance, if and so long as there is dispute or the Bank has doubt for any reason (whether or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute interpleader proceedings or to take any steps of its initiative for the determination of such dispute or doubt: or

ii. At the instance of any court or administrative order, or otherwise in circumstances where the Bank is bound to, close, freeze or suspend dealings on any of the above accounts without prior written notice to the Customer, or, without being liable for any breach of any duty it may owe the Customer.

c. In relation to any dealings in respect to any of the customer's account(s), the Bank shall not be liable for any loss resulting from transaction carried out following the customer's death, incapacity or bankruptcy (or any other analogous event or proceeding) unless and until the Bank has received a written notice of any such event together with such documentary evidences the Bank may require. Further, the Bank shall not be liable to the customer for any loss, damage or delay attributable in whole or part to the action of any government or government agency or any other event outside the Bank's control including, without limitation, strikes, industrial action, equipment failure, interruption of powers supply.

18. Freezing the account

The Bank in its sole discretion may at any time, refuse to accept any instructions in regard to the Account, if and for so long as:

(a) there is any dispute between the Customer and the Bank; or

(b) where conflicting instructions as a result of an apparent dispute between two or more signatories to an account that the Bank has been made aware of;

(c) the Bank has any reason to suspect that a fraud has been or is likely to be committed; or

(d) the Account is being or is likely to be operated by the Customer for any illegal and/or unlawful transaction; or

(e) the Bank has any doubt for any reason that either the Customer is not the person entitled to operate the Account or that there is any dispute in respect of the Mandate; or

(f) the Account is being operated by the Customer for purposes other than then one declared in the account opening documents.

(g) Customer shall ensure fair use of products and services they subscribe to. The Bank reserves the right to discontinue the services if the fair use is violated.

(h) the Bank is under a legal obligation to do so.

19. Waiver

No forbearance neglect or failure by the Bank in enforcement of any of these terms shall operate as a waiver of the Bank's rights to enforce them.

20. Dormant Accounts, Closure and Unclaimed Financial Assets

(a) An Account without any Customer initiated transaction for a continuous period of 12 months shall be deemed by the Bank to be inoperative and shall be classified as "dormant".

(b) Customer Initiated transactions will not be permitted on a dormant Account.

(c) The Bank shall endeavour to notify Customer at least one (1) month before classification of account to 'dormant' status and shall inform the Customer of the eventual classification upon change of status.

(d) Upon the Customer's written request, the bank shall inform the Customer of the procedure to be followed to activate a dormant Account.

(e) Where there is no Customer initiated activity for a newly opened account number for a period of six (6) months, the account shall be closed automatically and will not be available for customer use.

(f) Where no customer-initiated activity has occurred for a continuous period of two (2) years for an operative account or "within two (2) years after the maturity date in the case of a fixed deposit account. The Bank shall make reasonable efforts to locate the owner through available contact information and send a notice to the last known address of the customer at least sixty (60) days prior to reporting the asset as unclaimed. Upon expiry of such notice the Bank shall have the right to transfer the assets together with any interest accrued to the Unclaimed Financial Assets Authority of Kenya and shall immediately upon such transfer, be discharged from all liability in respect of the assets transferred.

21. Ledger Fees

Ledger fees are levied at the end of each month depending on the number of transactions in the account subject to a minimum charge which may change from time to time at the discretion of the Bank.

22. Withdrawals

Withdrawals shall be made by means of the payment debit authority forms or counter cheques supplied by the Bank (in case of Savings A/C without Cheque book), subject to any changes that may be determined by the Bank from time to time. It will be within the right of the Bank to refuse if the payment debit authority forms or counter cheques used are other than those supplied to the account holder.

23. Right of Set-off

All operations between the Bank and the Customer of whatsoever nature shall be considered and treated for all purposes as a single integral and indivisible account, and the Bank shall (without prejudice to the generality of the foregoing) have the right (but not the obligation) to close and set off any account in the name of the Customer against any other such account nor in that of any establishment of which the Customer is sole proprietor or vice versa.

24. Indemnity

The customer hereby agrees to full indemnity the Bank against all costs and expenses (including legal fees) incurred by the Bank in enforcing these terms and conditions and the recovery of any amounts due to the Bank or incurred by the Bank in any legal proceedings or whatever nature.

25. Terms Subject to Change

The Bank reserves the right to amend, modify, review, repeal or add the above terms and conditions in its sole discretion from time to time. The changes shall be communicated to the customer in writing, by Email, and other appropriate means including notices put at the Bank's principal place of business or Official Website, or any other appropriate means. Any addition variation or alteration of these General Terms and Conditions made from time to time by the Bank of which notice has been given to the Customer in the manner aforesaid shall be binding upon the Customer as if the same were set out and contained in these General Terms and Conditions.

26. Data Protection

a. All data/information shall be handled in conformance with the Data Protection Act, No. 24 of 2019, Laws of Kenya or any amendment thereafter, in respect to storing, processing, security and destruction of data.

b. The customer shall notify the Bank without undue delay and, in any case, within twenty-four (24) hours upon becoming aware of or reasonably suspecting a Personal Data Breach to allow the Bank rectify such breach in accordance with the Data Protection Laws.

27. Compliance with the Proceeds of Crime and Anti-Money Laundering Act

The Customer agrees to comply with all requirements under the Proceeds of Crime and Anti-Money Laundering Act (POCAMLA) of Kenya, and undertakes to provide accurate information and documentation

as requested by the Bank for customer due diligence purposes, declare the source and legitimacy of funds when required, promptly update any changes in personal or business information, and acknowledges that any transaction may be delayed, blocked, or refused if it appears to violate POCAMLA requirements. The Customer understands that providing false information or engaging in suspicious transactions may result in account closure and reporting to relevant authorities.

28. Compliance with the Data Protection Laws

The Customer agrees to provide accurate and up-to-date personal information as required for banking services, promptly notify the Bank of any changes to provided information, respect the privacy rights of third parties when sharing their information with the Bank, use banking platforms and services in a manner that does not compromise data security, and acknowledges that their personal data may be processed in accordance with the Data Protection Act (2019) of Kenya. The Customer consents to the lawful processing of their personal data as outlined in the Bank's Privacy Policy and accepts that failure to provide required personal data may result in the Bank's inability to provide certain services.

TERMS AND CONDITIONS GOVERNING DEBIT CARDS

1.1 Cardholder Obligations

a. The Cardholder shall be deemed to have read, understood and agreed to be bound by these Conditions upon signing of the application form.

b. The cardholder must sign the debit card immediately upon receipt. Store and keep the card in a safe place always within sight. The card can only be used within the 'valid from' to 'valid thru' dates.

c. The Cardholder confirms in particular to have considered all charges levied by the Bank and found them to be fair, reasonable and necessary to enable the Bank to continue providing the Card facility to him/her and shall not dispute any claim by African Banking Corporation against him/her (or against the main Card Account holder in case of a body corporate) on grounds that the charges charged by the Bank are unfair or unreasonable under any circumstance.

d. The Personal Identification Number (PIN) issued to the cardholder for use with the debit card or any other numbers chosen by the cardholder as PIN is for the use by the cardholder, non-transferable and is strictly confidential. A written record of the PIN number MUST never be kept. On receipt of the PIN cardholder should memorize the number and destroy the PIN.

e. The debit card is valid up to the last day of the month/year indicated. Upon expiry, cut the card in half and take it to the nearest branch of ABC Bank located countrywide. The renewed card is usually prepared prior to the expiry of the existing card. Renewal of the card is however at the discretion of ABC Bank.

f. The account shall be debited with the amount of any withdrawal, transfer and/or any other transactions effected by use of the debit card. The cardholder shall maintain sufficient fund in the account to meet any transactions. The cardholder shall not be permitted to overdraw funds by use of the card in excess of the overdraft limit, if any, agreed with the bank.

1.2 International Usage

a. Use of the debit card must be in strict accordance with ABC Bank terms and Conditions and MasterCard Worldwide terms. In the event of any failure to comply with the same the account holder(s) will be liable jointly and severally for actions in breach of the said conditions and terms respectively and their cards may be revoked. The accountholders shall jointly and severally indemnify and hold harmless ABC Bank from and against any/all consequences arising from the accountholder not complying with terms and conditions provided.

b. The debit card is valid for transactions done in other currencies; however settlement will be done in local currency (Kenya Shilling) at a pre-determined exchange rate unless the card issued in another currency such as the dollar is provided.

c. ABC Bank shall be under no liability whatsoever in respect to any loss or damage arising directly or indirectly out of the decline of authorization for any transaction on the account of the cardholder having exceeded the foreign exchange entitlements for any merchant as prescribed from time to time.

d. The cardholder undertakes not to use the debit card to effect payment(s) for any illegal purchases of items/services not permitted by the bank or country or any applicable laws, rules or regulations.

e. In case of transactions effected in foreign currency using the debit card, the cardholder should promptly contact the bank and complete all necessary documentation as required.

1.3 Authority to Set Off

a. The bank may without notice, set-off against any indebtedness of the customer from any account held with the bank whether current, savings, loan or any other types of deposits.

b. The bank may upon notice to the customer, set-off his account against any other account or indebtedness in respect of which the customer is liable notwithstanding that some other person may also be liable in respect thereof. In such circumstances upon receipt of an indemnity satisfactory to the bank against costs and customers expenses, the bank will give the customer any assistance necessary in obtaining the refund.

1.4 Fees

a. The costs, charges and fees include withdrawal fee and currency conversion rate and could include further/additional costs/charges/fees as required by third parties.

b. The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the Card can be deducted automatically from the Cardholder's funds. The details of the costs, charges and fees are available from ABC Bank. Such costs, charges and fees are subject to change by ABC Bank from time to time and the most current applicable costs, charges and fees are available from any Bank Branch or ABC Bank customer service.

c. In a situation where the funds are not sufficient to deduct such costs, charges and fees, ABC Bank reserves the right to recover the same directly from the Cardholder and/or from any accounts including joint accounts maintained by the Cardholder.

d. Any statutory levy including taxes payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed on/recovered/sought to be recovered from ABC Bank, such statutory levy shall be deducted from the funds and/or deducted directly from the Cardholder and/or from any account maintained by the Cardholder.

e. Transaction fees for cash withdrawals will be debited to the account at the time of posting the cash withdrawal. Other debt card related charges will be debited to the account from time to time as per prevailing tariff.

1.5 Lost or Stolen Card

a. The Cardholder should immediately inform the Bank if they suspect their Card has been lost, stolen or compromised in any way. Telephone notification will be confirmed in writing within seven days quoting your Card account. Until and unless such notice is received, the Bank is authorized and shall remain authorized to debit your account for transactions made using your Card.

b. You shall be liable to the Bank for all losses or claims to the Bank arising from any Card transactions affected before receipt by the Bank of the written notice. You shall give the Bank and any such person acting on behalf of the Bank all necessary assistance in any investigations, avail information as to the circumstances of the loss, theft or possible misuse of the Cards. You shall take all reasonable steps to assist the Bank recover the Card and money.

c. If your Card is lost and reported to the Bank and you subsequently find it, you shall destroy the Card by cutting it in half and report the discovery to the Bank.

d. The Bank shall, as soon as practicable, replace any lost or stolen Card subject to payment of the applicable replacement charge. If there is a dispute on transactions as a result of loss of card or any other dispute the following documents must be submitted:-

i. Dispute claim form

ii. Dispute letter with a list of disputed transactions (Date, Name of Merchant, Amount etc)

iii. Copy of police abstract (where necessary)

iv. Copy of ID (if required by the bank)

e. After blocking of the Card, the same cannot be used by the Cardholder again even if the Card is later recovered.

1.6 Card closure, Replacement and Cancellation

a. The Cardholder may at any time cancel his/her Card by returning it to the Bank.

- b. The Bank may at any time cancel a Card without notice, assigning any reason and without incurring any liability to the Cardholder(s).
- c. The Cardholder must not use or attempt to use the Card after any notification of its cancellation or withdrawal has been given.
- d. If the Cardholder loses or changes his/her Card, the Bank may at its discretion issues a replacement Card as the Cardholder may require.
- e. The Bank shall automatically re-issue the Card upon expiry thereof and inform the client to collect the new Card from the Cardholder's respective branch within one month of such notification. The Bank shall be at its discretion to destroy such Card(s) that is not collected as aforesaid.
- f. All amounts you owe us will immediately become due and payable to us if:
 - i. You request us to close your account
 - ii. You request us to cancel your Card
 - iii. We revoke your Card or terminate this agreement
 - iv. We close your Card account
 - v. You breach any part of this agreement
 - vi. You are declared Bankrupt or your estate is provisionally or finally placed under a receiver or other administrator
 - vii. You die

1.7 Consent and Conduct of Account

- a. The Cardholder shall be fully liable in respect of each transaction instruction given by use of his/her Card. Transaction information should be given in such a way that the information displayed at a terminal is not disclosed to a third party. ABC Bank shall not be liable to any disclosure to any third party arising out of a transaction instruction.
- b. The Cardholder should not hold the Bank liable, responsible or accountable in any way whatsoever for any loss, injury or damage howsoever arising out of the use of the Debit Card.
- c. You consent to us:
 - Making inquiries as to the conduct of your account from any credit reference agencies
 - Listing your account with any credit reference agency should you default on your repayment obligation to us
 - Releasing information to third parties for recovery and/or debt collection purposes.

1.8 Liability

- a. ABC Bank shall not be liable in any way if a third party does not honor the Card.
- b. The Bank shall not be liable if it is unable to perform its obligations under this agreement due (directly or indirectly) to the failure of any machine, data processing system, transmission link, industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, fires, civil disturbances, government regulations and directions, fraudulent activity, terrorist action or anything outside its direct control.
- 1.9 Amendment of Condition of Use
ABC Bank reserves the right to vary, amend or replace all or any of these conditions at any time without prior notice. The Bank shall notify the Cardholder of any changes made to these conditions as soon as reasonably practicable but failure to make such notification shall not invalidate the changes.

1.11 MasterCard Worldwide Regulations

- a. The use of the Card is regulated by the terms of MasterCard Worldwide and you agree to abide by those terms as they shall be communicated to you by the Bank from time to time.
- b. Any charges made by MasterCard on foreign currency transactions shall be debited to your Card account. The amount of the Card transactions and charges rendered involving foreign currency shall be converted into the original currency in which the Card was ordered using the exchange rate quoted by the Bank on the date payment is received and any exchange gain or loss is credited/debited to your account.

1.12 General Use of the Card and PIN

- a. The Cardholder warrants the complete accuracy of the information given upon the application for application for establishing the Card account and any subsequent communication with the Bank.
- b. The cardholder will promptly notify the bank in writing of any change in address and telephone numbers
- c. The bank reserves the right to add, delete and/or vary any of these terms and conditions from time to time with no reference to the cardholder however the same will be made available on request.
- d. Any statement sent through post will be deemed to have been received by the cardholder within seven (7) days from the posting to the address last given to the bank in writing.
- e. Any favor or concession we may give you will not affect any of our rights against you.
- f. ABC Bank can close your account, reduce your limit, restrict activity and suspend access to your Card account if we in any way know or suspect that your Card is being used fraudulently, negligently or for illegal activities or if we must do so to comply with the law, without notice to you.
- g. If we close or suspend access to your account for any reason, we will not be liable to you for any direct, indirect consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in statute or contract.
- l. Transactions done on the card act as authority from the cardholder to the bank to pay merchants in respect to card transactions. This authority cannot be withdrawn for as long as a card is active.
- n. Merchant establishments may have maximum limits on amounts spent and the velocity of transactions. These limitations vary for every merchant. ABC bank will not be responsible for ascertaining or notifying the cardholder of such restrictions and shall not be liable for any loss suffered by the cardholders due to these limitations/restrictions.
- o. The card can be used to access and transact over other delivery channels such as Internet Banking, Agent Banking and as such rules of those channel apply as well as the card existing rules.
- p. It is the cardholder's responsibility to ensure that the card will not be used for unlawful/illegal transactions.
- q. The cardholder remains liable for any amounts owing until the card account is paid in full. Transactions still pending from merchants will be processed ad per regulations from MasterCard Worldwide as well as MasterCard Asia/Pacific Pte Ltd.
- r. Where there is a dispute, please make a formal complaint to the bank in writing and the bank will endeavor to resolve the dispute as per MasterCard rules and regulations.
- s. These rules cannot be varied or amended by the cardholder.

TERMS AND CONDITIONS GOVERNING THE USE OF INTERNET BANKING

1. Application by Customer

- 1.1. In consideration of the customer paying to the bank the fees and charges set out in the tariff, the bank shall provide the Customer certain internet banking services subject to and in accordance with these terms and conditions.
- 1.2. The Customer will apply for the Bank's internet banking services by completing an application form provided by the Bank or by accepting these Terms and Conditions online through the Bank's website www.abcthebank.com but in any case the terms and conditions herein remain binding on the customer. The Application shall be subject to the Bank's approval.
- 1.3. Once the Bank has approved the Application and the Customer has been maintained in the Bank's records as an authorized user of the Service, the Bank will share password creation link with the customer via email The Customer shall create their preferred Password known only to them, and this Password along with their User ID will allow them access for use of the Service.
- 1.4. Further additional internet banking services may be provided to the customer by the bank, provided the customer completes an application form in respect of such additional services, or accepts the additional terms and conditions online but in any case the terms and conditions herein remain binding on the customer, and the Bank reserves the right to modify, replace or withdraw any Service at any time, for any reason whatsoever, without prior notice to the Customer.
- 1.5. The Customer's application for and use of the Service shall be subject to these terms and conditions and any personal or business transaction, term, call and overdraft accounts agreements between the Bank and Customer and shall be additional to and read together with the Bank's General Terms and Conditions signed

by the Customer. Where there is any conflict between these Terms and Conditions and the Bank's General Terms and Conditions, these Terms and Conditions shall apply.

2. Joint accounts

- 2.1. Holders of joint accounts are jointly and severally liable under these Terms and Conditions. Application for the Service made by any of the joint account holders acting alone as per paragraph 2 above will be deemed to be binding on all the holders of the joint accounts. Each joint account holder acting alone, under an assigned User ID and Password may use the Service. The Bank shall not be required to obtain the consent of or notify any other joint account holder of the Requests. However each joint account holder may access the Service for the accounts for which they are an owner, joint owner or Nominated User using the assigned User ID and Password
- 2.2. Each joint account holder releases the Bank from any and all liability and agrees not to make any claim or bring any action against the Bank for honouring or allowing any actions or requests whether the person performing the transaction is one of the joint account holders or is otherwise authorized to use the Service.

3. Corporate Customers

- 3.1. For corporate customers internet banking users shall be created by the bank as per the account operating mandates and granted either full access or approver rights, the account signatories may nominate an agent to be granted input or view only rights.
- 3.2. The bank will assign internet banking users bank default limits or as per approved authorization matrix by the account signatories
- 3.3 Any instructions coming through internet banking through maker checker mandate as set-up as per subparagraph 4.1 above will be considered to have come through the account signatories as per operating mandate of the account.

4. Customer's Facilities and Customer's Responsibilities

- 4.1 The Customer shall at their own expense provide and maintain in safe and efficient operating order such hardware, software and other facilities (including access to any public telecommunications systems) and any communications network (collectively "the Facilities") necessary for the purpose of accessing the System and the Service.
- 4.2 The Customer shall be responsible for ensuring proper performance of the Facilities including any losses or delays that may be caused by the Facilities. The Bank shall neither be responsible nor liable for any errors or failures caused by any malfunction of the Facilities nor shall the Bank be responsible or liable for any computer virus or related problems that may be associated with the use of the System, the Service and the Facilities. The Customer shall be responsible for charges due to any service provider providing the Customer with connection to the internet and the Bank shall not be responsible or liable for losses or delays caused by any such services provider.
- 4.3 The Customer shall obtain all licenses and consents necessary to have access to and use of the System and shall ensure that all persons it allows to have access to the System shall comply with all laws and regulations applicable to the use of the System and shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the Bank concerning the use of the System and Service.
- 4.4 The Customer shall prevent any unauthorized access to or use of the System and Service by keeping their User ID and Password secret at all times. The Customers shall ensure that their User ID and Password do not become known or come into possession of any unauthorized person.
- 4.5 The Customer shall take all reasonable and necessary precautions to detect any unauthorized use of the System and Service. To that end, the Customer shall ensure that all communications from the Bank are examined and checked by or on behalf of the Customer as soon as practicable after receipt by the Customer in such a way that any unauthorized use of and access to the System will be detected.
- 4.6 The Customer shall immediately inform the Bank by telephone with a written confirmation sent the same day in the event that:
 - (a) The Customer has reason to believe that any Password used by the Customer to gain access to the Service and to communicate with the Bank is or may be known to any person not authorized to know the same and/or has been compromised; and/or
 - (b) The Customer has reason to believe that unauthorized use of the Service has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- 4.7 The Customer shall not send or attempt to send any Request to the Bank through the System if the Customer has reason to believe that for any reason such Request may not be received by the Bank or may not be received accurately and intelligibly.
- 4.8 The Customer shall at all times follow the security procedures notified to the Customer by the Bank from time to time or such other procedures as may be applicable to the Service from time to time and specifically those that may be contained on the Bank's internet website. The Customer acknowledges that any failure on the part of the Customer to follow the recommended security procedures may result in a breach of the Customer's profile confidentiality and may lead to unauthorized transactions in account(s) linked to the Customer's Service subscription with the Bank. In particular, the Customer shall ensure that the Service is not used or Requests are not issued or the Relevant functions are not performed by anyone other than a person authorized to do so.
- 4.9 The Customer shall not at any time operate or use the Service in any manner that may be prejudicial to the Bank.
- 4.10 The Bank shall be entitled and authorized to debit the Customer's Bank Account with the amounts of the transactions effected via the Service as well as debit the Customer's Bank Account with the amount of any fees applicable to the Service from time to time.

5. Irrevocable Authority of the Bank

- 5.1. The Bank is irrevocably authorized by the Customer to act on all Requests received by the Bank from the Customer (or purportedly from the Customer) through the System and to hold the Customer liable thereof, notwithstanding that any such requests are not authorized by the Customer or are not in accordance with any existing mandates given by the Customer. If the Customer requests the Bank to cancel any transaction or instruction after a Request has been received by the Bank from the Customer, the Bank may in its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.
- 5.2. The Bank shall be entitled to accept and to act upon any request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Bank believes that it can correct the incomplete or ambiguous information in the Request without reference to the Customer being necessary.
- 5.3. The Bank shall not be obliged to accept or to act upon any Request if to do so would require access to, action by, or information from the Branch, or any Bank Subsidiary located in any jurisdiction where it is not a Banking Day at the relevant time when such access, action or information is required or would cause a breach of any existing mandate facility limit or agreement between the Bank, the Branch and/or Bank Subsidiary (as applicable) and the Customer. In the event that the Bank does accept or act upon any such Request, the Customer shall remain liable thereof.
- 5.4. In the event of any conflict between any terms of any Request from the Customer and the terms of these Terms and Conditions, the terms of these Terms and Conditions shall prevail. These Terms and Conditions and all authorizations and other procedures agreed under these Terms and Conditions supplement any General Terms and Conditions and any mandates, which apply to the Customer's Bank Accounts with the Bank.
- 6. Limits of Internet Banking Transactions
- 6.1. The Customer may transfer or effect a payment for any amount as long as the transaction does not cause the balance in the Deposit Account to be less than zero unless the Customer has either an approved overdraft facility for the affected Deposit Account or a term Deposit Account pledged with the Bank to cover excesses that may arise in the affected Deposit Account from time to time in which case the two accounts are linked in the System for that purpose.
- 6.2. If the Customer has an approved overdraft facility or term Deposit Account linked to the payment Deposit Account, the transfers and/or electronic bill payments using the Service should not exceed the approved overdraft facility or the pledged term Deposit Account.
- 7. Records of Transactions and Customer Rights to This Information
- 7.1. All activities performed by the Customer once allowed access into the System will be logged until the Customer ends a session. The Bank shall maintain copies of all Requests received from the customer in electronic form. In addition, any hard copies of documentation prepared by the Bank in the process of effecting a transaction as per the Customer's Requests will be maintained. As between the Customer and

the Bank, the Bank's copy records shall be conclusive evidence of the fact of receipt or non-receipt of a Request and of the contents of such Request.

7.2. The Account statement (hereinafter "the Account Statement") that the customer receives at the determined product frequency will reflect all the Service transactions.

7.3. The Customer shall be deemed to have accepted and shall not subsequently challenge or object to any of the transactions contained in the Account Statement if the Customer fails to object to the Account Statement in writing within 30 days from the date the Account Statement was sent or deemed to have been sent to the Customer by the Bank.

8. Charges

8.1. The Customer shall pay to the Bank transaction charges applicable to various transaction types as advised by the Bank from time to time. The Bank may in its sole discretion revise these charges and fees.

8.2. The Customer shall pay any tax chargeable upon any sums payable by the Customer to the Bank and also any other charges or duties levied on the Customer or the Bank by any governmental or statutory body relating to the provision of the Service.

8.3. The Bank is hereby irrevocably authorized from time to time to debit any amounts payable by the Customer under the provisions of subparagraphs 9.1 and/or 9.2 to any account in any currency maintained by the Bank, the Branch and/or the Bank subsidiaries (as applicable) in the name of the Customer. In addition to the fees payable under these Terms and Conditions, the charges and fees applicable to the Customer's Bank Accounts will apply.

9. Exclusion of Liability

9.1. Circumstances not within the Bank's control

The Bank shall not be responsible or liable for any loss suffered by the Customer should the Service be interfered with or be unavailable by reason of (a) any industrial action, (b) the failure of any of the Customer's Facilities, or (c) any other circumstances whatsoever not reasonably within the Bank's control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.

9.2. Electronic Bill Payments and Transfer of Funds

(a) The Bank will not be liable for any losses or damage suffered by the Customer as a result of delay, failure and/or refusal by the Bank to act on a Request in time or at all in any one or more of the following circumstances (as the case may be):-

(i) If the Customer does not have enough funds in the Deposit Account;

(ii) If the payment or transfer would result in the Customer's approved overdraft facility limit being exceeded;

(iii) If the Customer does not authorize a bill payment in good enough time for the payment to be made and properly credited by the payee (the Customer's counter-party) by the time it is due;

(iv) If the System or the Customer's Facilities were not working properly;

(v) If circumstances beyond the Bank's control including those specified in sub paragraph 10.1 above prevent the Bank from making a payment or transfer;

(vi) If the money in the Customer's account is subject to legal process court order or other encumbrance restricting the payment or transfer;

(vii) If the Customer does not give proper or complete instructions for the payment or transfer or the Customer does not follow the procedures in this or other applicable agreement with the Bank for requesting a payment or a transfer;

(viii) If the Bank has reason to believe that the Customer or someone else is using the Service for fraudulent or illegal purposes;

(ix) If a payment or a transfer request would consist of money deposited in a form or by a method that has not yet made the money available for withdrawal;

(x) If the payment or transfer request is in contradiction or conflict with other existing account agreements with the customer;

(xi) If the payment or transfer request is received at a time when it is operationally not possible to effect the same within working hours of that day

(i) If the payment or transfer would result in the Customer's approved overdraft facility limit being exceeded;

(b) If the Bank makes a timely payment or transfer but the payee nevertheless fails to credit the Customer's payment promptly after receipt, the Bank shall not be liable for any loss or damage suffered by the Customer as a result of such failure on the part of the payee.

9.3 Indemnity

(a) The Customer shall indemnify and keep the Bank indemnified on a full and unqualified indemnity basis against all and any costs (including legal costs), claims, actions, proceedings, losses, damage, demands, liabilities, and expenses suffered or incurred by the Bank in connection with or arising from (a), (b) and/or (c) of subparagraph 10.1 or where the particular circumstances is within the Customer's control and against all and any costs (including legal costs), claims, actions, proceedings, losses, damage, demands, liabilities, and expenses suffered or incurred by the Bank as a consequence of any breach by the Customer of any term or condition hereof.

(b) The Customer shall indemnify and keep indemnified the Bank against any demands, claims, actions, losses, damages or costs relating to or in connection with the Service, whether directly or indirectly, unless such demands, claims, actions, losses, damages, or costs arose as a direct consequence of the gross negligence or willful misconduct of the Bank or any of its employees.

(c) The Customer shall indemnify and keep indemnified the Bank against 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 the Bank's reliance on any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Bank.

(ii) Any loss or damage that may arise from the Customer's 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 the Customer's accounts or any breach of security or any destruction or accessing of the Customer's data or any destruction or theft of or damage to any to the Customer's equipment.

(iv) Any loss or damage occasioned by the failure by the Customer to adhere to any terms and conditions applicable to the Service 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.

(v) Any loss or damage that may arise from the use of the Service by the Customer, any joint account holder, Corporate Administrator, Corporate User/Maker, Corporate Dual user and/or Corporate Authorizer/Checker.

9.4 If for any reason other than a reason mentioned in subparagraph 10.1 the Service is interfered with or unavailable, the Bank's sole liability in respect thereof shall be to re-establish the Service as soon as reasonably practicable or, at the Bank's option, to provide to the Customer alternative banking facilities which need not be electronic facilities.

9.5 Save as provided in subparagraph 10.4, the Bank shall not be liable to the Customer for any interference with or unavailability of the Service, howsoever caused.

10.6 Under no circumstances shall the Bank be liable to the Customer for any loss of profit or anticipated savings or for any indirect or consequential loss of whatever kind, howsoever caused, arising out of or in connection with the Service.

9.7 Except in respect of death or personal injury caused by the negligence of the Bank, the Bank shall be under no liability for any claim whatsoever in respect of any terms and conditions contained herein or their performance thereof or any transactions effected by the Bank in response to any Request unless the Bank has received notice in writing of any such claim from the Customer:

(a) In the case of any claim relating to a transaction, within thirty (30) days from the date of the alleged transaction on which such claim is based; and

(b) In all other cases within ninety (90) days of the date of the alleged action or inaction by the Bank on which such claim is based.

9.8 To the extent permitted by law, the Bank:

(a) Disclaims all warranties with respect to the System and Service either express or implied, including but

not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a certain result.

(b) Makes no warranty that the System is error free or that its use will be uninterrupted and the Customer acknowledges and agrees that the existence of such errors shall not constitute a breach of these Terms and Conditions.

10. Amendments

The Bank may vary these Terms and Conditions at any time. Notification of any such variation may be given to the Customer either in writing or by publication thereof by such means as the Bank may decide but any variation whether notified or not shall be binding on the Customer.

11. Termination

11.1. Notwithstanding anything contained in these Terms and Conditions, the Subscription may be terminated at any time by either party.

11.2. Upon termination, if the Customer re-applies for a Subscription, a reconnection fee may be payable.

11.3. The Bank may unilaterally terminate the Subscription for any reason, including but not limited to in the event that the Customer's Bank Account does not have sufficient available balances for the Bank to debit the applicable charges for the Subscription.

11.4. If the Customer terminates the Subscription, the Bank may continue to make electronic bill payments, transfer of funds and other transactions that the Customer would have previously authorized until such time as the Bank will have had a reasonable opportunity to act on the Customer's notice of termination.

11.5. The termination of this Subscription shall not, in itself, terminate or affect the relationship of Banker and Customer between the Bank and the Customer.

11.6. Paragraphs 10, 14 and 17 shall survive termination of the Subscription.

12. General Provisions

12.1. The Customer shall not assign any benefit or any rights arising hereunder without the prior written consent or confirmation from the Bank.

12.2. No waiver by the Bank of any breach by the Customer of any of the terms and conditions hereof shall be effective unless it is an express waiver in writing of such breach. No waiver of any such breach shall waive any subsequent breach by the Customer.

12.3. The Customer acknowledges:

(a) that it has not relied upon any representation, warranty, promise, statement of opinion or other inducement made or given by or on behalf of or purportedly by or on behalf of the Bank in deciding to; and that

(b) no person has or has had authority on behalf of the Bank whether before, on or after the subscription to make or give any such representation, warranty, promise, statement of opinion or other inducement to the Customer or to enter into any collateral or side agreement of any kind with the Customer in connection with the Service.

12.4. For the avoidance of doubt, nothing herein shall vary, discharge or in any other way affect or prejudice any security granted by the Customer or any third party in favour of the Bank in relation to any obligations of the Customer which may rise if any Request from the Customer hereunder is acted upon by the Bank.

12.5. If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or enforceability shall not affect the legality, validity or enforceability of the remaining provisions of these terms and conditions.

12.6. Any notice required to be given in writing under these terms and conditions shall be sufficiently served if sent by registered post, stamped and properly addressed;

(a) to the manager of the Branch or of the Bank at the address of the Branch or the Bank, if to be served on the Bank; or

(b) To the Customer at the address of the Customer as per the Bank's records, if to be served on the Customer. And shall be deemed to have been served five banking days after posting.

13. Confidentiality and Disclosure

13.1. The Customer undertakes to maintain strict confidentiality of its User ID/Corporate ID and Password and any other information and materials of any nature supplied to it by the Bank in relation to the Service. The Customer agrees to notify its agents, employees and/or sub-contractors of the provisions of this paragraph and to impose this confidentiality requirement on its agents, employees and/or sub-contractors entering into separate agreements, if necessary. The Customer shall be fully liable to the Bank for any breach of the provisions of this paragraph by itself, its employees, agents and/or sub-contractors.

13.2. The Customer hereby agrees that, if necessary for the provision of the Service, the Bank may disclose information about the Customer to any member of the Bank Group or the Customer Group.

13.3. The Customer also hereby agrees that the Bank may disclose information about the Customer to third parties' in the following circumstances:-

(a) Where such disclosure is necessary in order for the Bank to act on a Request.

(b) In order to comply with any law regulation or court order. If the Bank has to obey an order for information from an authorized government body, the Bank may, to the extent required by law, notify the Customer before giving out the information.

(c) Disclosure to the Bank's agents, sub-contractors, auditors, attorneys and other professional service providers to the extent required in the normal course of their duties.

(d) Disclosure to a licensed credit reference agency the services of whom the Bank may have subscribed to.

(e) If it involves a claim by or against the Bank in respect of an item deposited or drawn against the Customer's account.

(f) If the Customer authorizes the disclosure

14. Intellectual Property Rights

14.1. The Customer acknowledges that the intellectual property rights in the System (and any amendments or enhancements thereto from time to time) and all associated documentation that the Bank provides to the Customer through the System or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sub-license the System and/or the said documentation. The Customer shall not infringe any such intellectual property rights.

14.2. The Customer shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Bank.

15. Protection from Third Parties

The customer shall indemnify the Bank against, and hold it harmless from, any and all liabilities, claims, costs, expenses and damages of any nature in any way arising out of or relating to disputes or legal actions by third parties concerning the use or Bank's provision of the Services.

Customer's obligations under this section shall survive termination of the Subscription.

16. Relationship

Nothing in these Terms and Conditions shall create any agency, fiduciary, joint venture or partnership relationship between customer and the Bank.

17. Severability

In the event that any provision of these Terms and Conditions or the application of any such provision to any person or set of circumstances shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of these Terms and Conditions and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

If there are two or more persons comprised in the expression "the customer" then the undertakings and liabilities of the Customer under these Terms and Conditions shall be joint and in solid undertakings and liabilities shall be construed accordingly and reference herein to the "customer" shall mean any or more of them.

If the customer is a corporate body, then these Terms and Conditions shall continue in full force and effect and continue to bind each of its assigns and successors.

We collect and process your information to provide Banking services that benefit you and to meet our legal obligations. This information includes details such as your name, address and contact details and other information collected in connection with the Banking services. This information may include special categories of personal data details such as your age, health, family and/or criminal convictions you may have."

"Where you provide us with third party details, you must provide them with this Privacy Notice. For More information about how we use your personal information see our full Privacy Notice available on our website <https://www.abcthebank.com> or upon request.

You have rights in relation to your information including the right to access your personal data and the right to withdraw your consent at any time. However such withdrawal may affect our ability to provide you with banking services. If you wish to exercise your rights please contact us by sending an e-mail to talk2us@abcthebank.com. or letter addressed to ABC Bank House Woodvale Grove Westlands P.O Box 38610-00800 Nairobi to the attention of the DPO."

I/We hereby acknowledge that I/We have read, understood and do consent to the terms and conditions of the African Banking Corporation Limited Privacy Notice.

I/We have read the General Terms and Conditions Document covering banking with African Banking Corporation Limited and confirm that I/we have understood the same. I/We also agree to be bound by the General Terms and Conditions Document in all my/our dealings with you. I/We also have read and fully understood the Terms and Conditions for ABC Bank's Internet Banking and Debit Card as set out above and I/We hereby accept them and will abide by them. I/WE also accept that any instruction coming through internet banking or the use of the Debit Card will be deemed to be coming from authorized account signatories as per account operating mandate. I/We also have read and understood the terms and conditions for Common Reporting Standards (CRS) and will abide by them.

Terms and Conditions	Privacy Notice	Name	Signature
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		

Above signatures were witnessed by: _____

Branch: _____

Name: _____ Signature _____ Date _____

CSO/ Operations Officer

Name: _____ Signature _____ Date _____

Head of Department / Branch Manager

CUSTOMERS ID. No (System generated) _____ Branch _____

Account No.												Date Opened	D	D	M	M	Y	Y	Opening Balance:	
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Customer Referred by Name: _____ Staff / Customer ID No: _____ Sales Code: _____

Maker
Name: _____ Signature: _____

Checker _____

Name: _____ Signature: _____