

## Internet Banking Service Application Form for Companies

PLEASE FILL IN DETAILS IN CAPITAL LETTERS

### ACCOUNT DETAILS

Branch: \_\_\_\_\_ Date:.....(DD).....(MM).....(YY)

Customer's Name \_\_\_\_\_

### CONTACT DETAILS

Physical Address	
Postal Address & Code	
Town/City	
Land line Numbers	
Mobile Numbers	
Email Address.	

### ACCOUNTS TO BE LINKED

Account Name	Account Number
1	
2	
3	
4	
5	
6	

### AUTHORIZED USERS

System user details	Account No.	ROLE		Approver	Transaction Limit
Name:		View Only	Input		
Mobile No:					
Email:					
<input type="checkbox"/> Token <input type="checkbox"/> SMS					
ID No:					
Signature					

System user details	Account No.	Operator		Approver	Transaction Limit
Name:		View Only	Input		
Mobile No:					
Email:					
<input type="checkbox"/> Token <input type="checkbox"/> SMS					
ID No:					
Signature					

System user details	Account No.	Operator		Approver	Transaction Limit
Name:		View Only	Input		
Mobile No:					
Email:					
<input type="checkbox"/> Token <input type="checkbox"/> SMS					
ID No:					
Signature					

System user details	Account No.	Operator		Approver	Transaction Limit
Name:		View Only	Input		
Mobile No:					
Email:					
<input type="checkbox"/> Token <input type="checkbox"/> SMS					
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Signature					

System user details	Account No.	Operator		Approver	Transaction Limit
Name:		View Only	Input		
Mobile No:					
Email:					
<input type="checkbox"/> Token <input type="checkbox"/> SMS					
ID No:					
Signature					

System user details	Account No.	Operator		Approver	Transaction Limit
Name:		View Only	Input		
Mobile No:					
Email:					
<input type="checkbox"/> Token <input type="checkbox"/> SMS					
ID No:					
Signature					

Please Note:

\*View Only - The authorised user can only view but not initiate any transaction.

\*Input - The authorised user can view and initiate transactions.

\*Approver - The authorised user can view, initiate and approve a transaction.

## Second Level Authentication Form for Companies (Existing Internet Banking Users)

PLEASE FILL IN DETAILS IN CAPITAL LETTERS

ACCOUNT DETAILS	
Branch	Date:.....(DD).....(MM).....(YY)

Customer's Name	
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AUTHORIZED USERS	ROLE				
System user details	Account No.	Operator		Approver	Transaction Limit
Name:		View Only	Input		
Mobile No:					
Email:					
<input type="checkbox"/> Token <input type="checkbox"/> SMS					
ID No:					
Signature					

System user details	Account No.	Operator		Approver	Transaction Limit
Name:		View Only	Input		
Mobile No:					
Email:					
<input type="checkbox"/> Token <input type="checkbox"/> SMS					
ID No:					
Signature					

System user details	Account No.	Operator		Approver	Transaction Limit
Name:		View Only	Input		
Mobile No:					
Email:					
<input type="checkbox"/> Token <input type="checkbox"/> SMS					
ID No:					
Signature					

System user details	Account No.	Operator		Approver	Transaction Limit
Name:		View Only	Input		
Mobile No:					
Email:					
<input type="checkbox"/> Token <input type="checkbox"/> SMS					
ID No:					
Signature					

**DECLARATION**

I/We have read and agree to be bound by the terms and conditions governing ABC Bank Internet Banking facility. Further, I/We hereby irrevocably authorize the above-mentioned User(s), the holder/being one of the joint holders, to access and operate the accounts cited above through ABC Bank Internet Banking facility. I/We further agree that all the transactions executed by the said User through the ABC Bank Internet Banking facility will be binding on me/us. The Password Mailer for ABC Bank Internet Banking facility will be e-mailed to the users in the provided email addresses

Name	Designation	Signature

**FOR BANK USE ONLY**

Date	Nature of Activity	Processed By:		Remarks	Verified / Approved By:	
		Name	Signature		Name	Signature
	Account Mandate Confirmation					
	Customer Registration					
	User ID generation					
	Charges Maintenance					

**TOKEN USER DETAILS**

	Name of User	Token Serial No	Signature
1			
2			
3			
4			
5			
6			
7			

**SMS USER DETAILS**

	Name of User	Mobile No.	Signature
1			
2			
3			
4			
5			
6			
7			

**CENTRAL BACK OFFICE(Sign).....DATE: .....**

## TERMS AND CONDITIONS GOVERNING THE USE OF INTERNET & MOBILE BANKING

### 1. Definitions and interpretation

#### 1.1 In these Terms and Conditions unless the context otherwise requires:

- a) **"Application"** means application for the Internet Banking Service by a Customer;
- b) **"Bank"** means ABC Bank Limited, incorporated in Kenya as a limited liability company under the Companies Act (Cap 486 of the Laws of Kenya) and includes such Branch or Subsidiaries of the Bank as may from time to time be specified by the Bank to the Customer; ;
- c) **"Banking Day"** means a day on which the counters of the Branch and/or the Bank Subsidiary (as applicable) are open for the transaction of ordinary business;
- d) **"Bank Subsidiary"** means the subsidiary or subsidiaries of the Bank which may from time to time be specified by the Bank to the Customer; ;
- e) **"Branch"** means a branch or branches of the Bank which may from time to time be specified by the Bank to the Customer;
- f) **"Bank Account"** means the Customer's personal and business transaction account(s), current overdraft facility account(s) and term and call deposit accounts (as the case may be) with the Bank;
- g) **"Customer"** means the Bank's Customer who is operating an active Bank Account
- h) **"Customer Group"** means the Customer and where the Customer is a company, its holding company (if any) and their respective subsidiaries from time to time;
- i) **"Corporate ID"** means a unique identifier of the Corporate in the Internet Banking system and typically, it is the corporate customer's Customer Identification File (CIF) as recorded in the Bank's core banking system;
- j) **"Corporate user/Maker"** Internet Banking operator with system rights to create or initiate new instructions (payments and other requests) on internet banking system, as created by a corporate administrator.
- k) **"Corporate Dual user"** Internet Banking operator with rights to both create and authorize instructions (payments and requests) on Internet Banking system, as created by a Corporate administrator.
- l) **"Corporate Authorizer /Checker"** Internet Banking user with rights for authorizing instructions created by Corporate Maker, as created by a Corporate Administrator.
- m) **"Deposit Account"** means a Bank Account with an available credit balance;
- n) **"General Terms and Conditions"** means the Bank's General Terms and Conditions signed by the Customer at the time the Customer opens a Bank Account;
- o) **"Nominated User/s"** means the representative or representatives of the Customer authorized by the Customer to hold and change the Password and hence to access the System and Service on behalf of the Customer;
- p) **"Password"** means the secret password known only to the Customer or Customer's Nominated User for access to the System. The Customer or Nominated User may change the password at will;
- q) **"Request"** means a request or instruction received by the Bank from the Customer or purportedly from the Customer through the System and upon which the Bank is authorized to act on;
- r) **"Service"** means internet/mobile banking services, offered by the Bank which may be collectively branded by a product name, as the Customer may from time to time subscribe for;
- s) **"System"** means the electronic banking, mobile banking and communications software enabling the Customer to communicate with the Bank for the purposes of the Service. The System and Service will for the purpose of the Subscription be accessed through the internet via the Bank's website, www.abcthebank.com
- t) **"User ID"** means a unique identifier of the customer in the Internet Banking system and typically, it is the retail customer's Customer Identification File (CIF) as recorded in the Bank's core banking system;

#### 1.2 In these Terms and Conditions

- a. where **"the Customer"** is more than one person, references to "the Customer" shall include all and/or persons and the obligations of the Customer shall be joint and several;
- b. words in the singular shall include the plural and vice versa and words importing any gender shall include all other genders;
- c. The customer agrees that the Terms and Conditions set out hereunder shall apply to the use of the Service, as provided by the Bank to the customer.
- d. The customer further agrees to accept and abide by such Terms and Conditions and instructions from time to time in force.

### 2. Application by Customer

- 2.1. 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 and mobile banking services subject to and in accordance with these terms and conditions.
- 2.2. The Customer will apply for the Bank's internet or mobile 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 or mobile platform. The Application shall be subject to the Bank's approval.
- 2.3. The bank will from time to time specify at its discretion the scope and features of MBS products and are entitled to modify, expand or reduce the same at any time upon notice to the customer
- 2.4. A customer's application shall be accepted only after authentication of the customer through any mode of verification as may be stipulated by the bank from time to time upon notice to the customer
- 2.5. 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 provide the Customer with a User ID for retail Customers or Corporate ID for corporate Customers. The Customer shall create their preferred Password known only to them, and this Password along with their User ID or Corporate ID will allow them access for use of the Service..
- 2.6. Further additional internet or mobile 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, 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.
- 2.7. 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.

### 3. Joint accounts

- 3.1. 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
- 3.2. 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.

### 4. Corporate Customers

- 4.1. For corporate customers, the account signatories shall nominate a Corporate administrator thus granting him the rights to create other Internet banking operators i.e. the makers and checkers
- 4.2. The Corporate administrator will be responsible for creating other Internet Banking operators (Corporate users/Maker, Dual User, Authorizer/Checker) and assigning them limits, as per approved authorization matrix by account signatories.
- 4.3. Any instructions coming through internet banking through maker checker mandate as set-up by Corporate administrator as per subparagraph 4.2 above will be considered to have come through the account signatories as per operating mandate of the account.

### 5. Customer's Facilities and Customer's Responsibilities

- 5.1. 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.
- 5.2. The customer, by making a request for transaction from his mobile phone in the format prescribed by the bank, irrevocably and unconditionally authorizes the Bank's access to all its accounts linked to MBS for effecting

the transaction and to share the information regarding his accounts with service provider or a third party as may be required to effect the transaction.

5.3. 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 service providers.

5.4. 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.

5.5. The Customer shall prevent any unauthorized access to or use of the System and Service by keeping their User ID/Corporate ID and Password secret at all times. The Customers shall ensure that their User ID/Corporate ID and Password do not become known or come into possession of any unauthorized person.

5.6. 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.

5.7. 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.

5.8. 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.

5.9. 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.

5.10. The Customer shall not at any time operate or use the Service in any manner that may be prejudicial to the bank or to perform any actions or transactions contrary to the applicable laws.

5.11. 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.

#### **6. Irrevocable Authority of the Bank**

6.1. 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, may be erroneous 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.

6.2. 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.

6.3. Customer should know that request for transactions once made through the system may be non-retractable if processed instantaneously and on real time basis.

6.4. Customer shall be solely responsible for accuracy and authenticity of the request made by him/her for information. The bank shall not be liable for consequences arising out of erroneous information provided by customer.

6.5. 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.

6.6. In the event of any conflict between any terms of any Request from the Customer and these Terms and Conditions, these Terms and Conditions shall prevail. These Terms and Conditions and all authorization 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.

#### **7. Limits of Internet Banking Transactions**

7.1. 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 or minimum balance applicable 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.

7.2. 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 pledged term Deposit amount.

#### **8. Records of Transactions and Customer Rights to This Information.**

8.1. 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.

8.2. The Account statement (hereinafter "the Account Statement") that the customer receives or accesses through various electronic platforms at the determined product frequency will reflect all the Service transactions.

8.3. 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.

#### **9. Charges**

9.1. 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.

9.2. 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.

9.3. 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.

#### **10. Exclusion of Liability**

10.1. 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.

#### 10.2. 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
- (ii) 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.

#### 10.3 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.

10.4 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.

10.5 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.

10.7 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.

10.8 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.

## 11. 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.

## 12. Termination

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

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

12.3. 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.

12.4. 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.

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

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

## 13. General Provisions

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

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

#### **14. Confidentiality and Disclosure**

14.1. 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.

14.2. 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.

14.3. 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.

#### **15. Intellectual Property Rights**

15.1. 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.

15.2. 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.

#### **16. 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.

#### **17. Relationship**

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

#### **18. Headings**

The headings contained in these Terms and Conditions are for convenience of reference only, and shall not be deemed to be a part of these Terms and Conditions neither be referred to in connection with the interpretation of these Terms and Conditions.

#### **19. 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.

#### **20. Governing Law**

These 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.



### Data Protection Privacy Notice

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

We shall need your consent to process certain categories of information about you including special categories. Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to [talk2us@abcthebank.com](mailto:talk2us@abcthebank.com). (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if you choose not to give your consent or you otherwise withdraw your consent, this may affect our ability to provide you with banking services.

Your information may be shared and used by a number of third parties (both inside and outside Kenya) including but not limited to card centres, credit reference bureaus, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law. We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

### Other people's details you provide to us

Where you provide us with details about other people, you must ensure that this short form privacy notice is provided to them. For more information about how we use your personal information please see our full Privacy Notice, which is available in our website or upon request.

### Your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us at ABC Bank House, Woodvale Grove, Westlands, P. O. Box 38610 – 00800, Nairobi addressed 'for the attention of the DPO'.

### ACCEPTANCE

**I/We have read and fully understood the Terms and Conditions for ABC Bank's Internet and mobile Banking 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 and banking will be deemed to be coming from authorized account signatories as per account operating mandate.**

1. Name: \_\_\_\_\_

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

2. Name: \_\_\_\_\_

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

Above signatures were witnessed by: \_\_\_\_\_

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