

E-STATEMENT APPLICATION FORM

(The E -statement shall contain all statements of accounts in respect to all accounts held by the bank, all prepaid/debit/credit card statements and loan statements.)

statements and loan

DATE:

ACCOUNT NUMBER:

BRANCH:

ADDRESS: PO.BOX..... POSTAL CODE

ACCOUNT NAME:

POSTAL TOWN:.....

THIS SECTION TO BE COMPLETED BY INDIVIDUAL/PERSONAL ACCOUNT HOLDERS:

(All signatories of joint accounts must approve the nominated person(s) and email address (es) by signing the E-Statement Terms & Conditions)

The following Person(s) is/are authorized to receive the Statements of account

Name of the nominated individual(s)	Mobile Number	Email address	Signature

THIS SECTION TO BE COMPLETED BY SOLE PROPRIETORS, PARTNERSHIPS AND OTHER UNINCORPORATED BODIES:

The following Person(s) is/are authorized to receive the Statements of account

Name	Mobile Number	Email address	Signature

THIS SECTION TO BE COMPLETED BY COMPANIES:

The following Person(s) is/are authorized by the Company to receive the Statements of account

Name	Mobile Number	Email address	Signature

Statement Frequency (limited to a maximum of any two): Monthly Daily Weekly

Statement format: Excel PDF

E-STATEMENT TERMS AND CONDITIONS

A. The Customer has requested the Bank to send to the Customer, via electronic mail (e-mail), their statement of account (hereinafter "the Service").

B. In consideration of the Bank agreeing to accept the Customer's request as aforesaid, the Customer hereby confirms and agrees as follows:

1. THAT the Customer agrees to these E-Statement Terms and Conditions (hereinafter "the Terms and Conditions") as herein provided, and the Customer confirms that these Terms and Conditions shall be in addition to and not in substitution of the General Terms and Conditions governing the Bank-Customer relationship. In the event of a conflict between these Terms and Conditions and any other relevant

terms and conditions, these Terms and Conditions will prevail on all matters relating to the use and access to the Service. The use of the Service will constitute the Customer's agreement to and receipt of these Terms and Conditions as well as the acknowledgement of the inherent risks in the transmission of statement of account via e-mail.

2. THAT the Bank is HEREBY authorized from time to time, without further instructions from the Customer, to send E-Statements to the e-mail addresses provided by the Customer in the E-Statement Application Form.

3. THAT the Customer accepts that the Bank does not warrant the security, secrecy or confidentiality of any information transmitted

through any applicable internet service provider, network system or such other equivalent system in any jurisdiction accessed for use of the Service.

4. THAT the Customer is fully aware and cognizant of the various risks (including but not limited to technical forgery, programming of bogus e-mail addresses, errors, mis-statement, fraud and/or unauthorized interventions by third parties) inherent and associated with receiving statement of account electronically via e-mail and with full knowledge takes and assumes any and all risks associated therewith.
5. In the case of corporations, partnerships and other unincorporated bodies the Customer confirms that the persons specified in the E-Statement Application Form or such other persons as the Customer may from time to time designate, are the authorized recipients of E-Statements sent by the Bank in accordance with the requisite resolutions passed to give effect to that authority, and the Customer undertakes to provide the Bank with a certified copy of those resolutions from time to time.
6. In the case of joint accounts, the Customers shall immediately inform the Bank upon the death of an authorized recipient of E-Statements sent by the Bank in accordance with these Terms and Conditions.
7. The Customer accepts that it is the Customer's responsibility to immediately inform the Bank of any changes in the Customer's e-mail address or authorized recipients. The Customer further agrees that it shall not hold the Bank liable for any losses, claims, charges, costs, expenses or damages of whatsoever nature which the Customer may suffer, sustain, incur, whether direct or indirect, occasioned by the Customer's failure to notify the Bank of any such changes to the Customer's e-mail address or authorized recipient.
8. THAT in sending the Statement of account to the Customer's e-mail address provided to the Bank, the Bank shall be deemed to have acted properly and to have fully performed all obligations owed to the Customer;
9. THAT the Service is offered at the Bank's discretion and the Service may be modified, suspended, withdrawn, cancelled or discontinued by the Bank at any time upon notice to the Customer.
10. THAT the Customer is the owner and designated user of the e-mail address provided to the Bank in the E-Statement Application Form and shall take all necessary security measures and precaution to ensure that the provided e-mail address is not accessed by any unauthorized party. The Customer shall immediately notify the Bank of any breach or suspected breach or compromise of any such security measures. The Bank shall not accept any liability in the event that a Customer's e-mail is accessed or used by a third party with or without the Customer's consent.
11. THAT the Bank's system of transmission of the E-Statement including but not limited to designs, texts, graphics (and their selection of arrangement) are proprietary to the Bank and the Customer shall not whether by self or otherwise re-engineer, modify, disseminate, copy, decompile any E-Statement issued by the Bank or any software within the Bank's system or otherwise owned or provided by the Bank.
12. THAT the Customer shall examine the contents of all E-Statements sent by the Bank through the Service. If the Customer becomes aware of any unauthorized transaction(s) on any E-Statement, the Customer must notify the Bank as soon as reasonably practical but in any event not later than fourteen (14) days of the E-Statement date printed on the E-Statement. The time period within which the Customer must notify the Bank of any unauthorized transaction(s) shall begin to run from the date printed on the E-Statement regardless of when the Customer accesses or opens the E-Statement.
13. THAT the Customer acknowledges that any information received by the Customer through the Service will be for the Customer's reference only and not any third parties.
14. THAT the Bank may from time to time send notices and communication or advertise its products and services to the Customer through the Service.
15. THAT the Customer is aware that the Bank does not make requests from the Customer to provide the Customer's account or security details via e-mail and if the Customer is aware or if the Customer suspects that the details of the E-Statements are known to someone else, the Customer must notify the Bank immediately.
16. THAT use of the Service may be terminated by either party at any time by giving prior written notice to the other party. PROVIDED, HOWEVER, THAT the Bank reserves the right to terminate or suspend the Customer's use of the Service without notice for any of the following reasons:
 - a) to protect the security of the Bank's systems;
 - b) if the Bank has reasonable grounds to suspect that the Customer's security details have been compromised;
 - c) if the Bank suspects there may be unauthorized or fraudulent use of the Service or the Customer's security details;
 - d) if the Bank suspects the Service is used in a way or manner that contravenes the Proceeds of Crime and Anti-Money Laundering and the Prevention of Terrorism legislation or any other relevant law;
 - e) on the death of the Customer when brought to the notice of the Bank;
 - f) when prohibited by law or an order of a Court or by a regulatory authority;
 - g) if the Customer closes the Bank account(s) in respect of which the Service is offered.
 - h) if the Customer has committed a breach of these E-Statement Terms and Conditions.
17. THAT upon the termination of the Service, the Bank will resume sending the statement of account in paper form to the Customer.
18. THAT the Bank shall not be liable in any manner for any disruption, unavailability of the Service, communication, electrical or network failure that may result in the E-Statements being incomplete, unavailable or delayed in transmission. The Customer further acknowledges that the use of and the transmission of information via e-mail may not be guaranteed to be secure. The Customer acknowledges that the information transmitted may be liable to errors, viruses, delay, interception, modification or amendment by unauthorized persons and the Customer acknowledges that transmission may be disrupted, interrupted, delayed or incorrect. The Customer shall not hold the Bank responsible for any errors, viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with the Customer's use of the Service including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of e-mails or internet transmission or other communication equipment or facilities. For the avoidance of doubt, the Bank shall not be responsible for any losses suffered whether direct, indirect, consequential, or special loss.
19. THAT the Customer agrees to release the Bank from and indemnify the Bank against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to, the Bank having granted the Customer access to the Service. THAT the Customer will not hold the Bank responsible for any consequences that may arise as a result of any communication between the Customer and the Bank through the Service which may be lost in transmission (whether in whole or in part).
20. THAT the E-Statements shall only be sent to the Customer's authorized recipients during the normal business hours of the Bank as indicated from time to time.
21. THAT except as otherwise specified herein all notices requests approvals consents and other communications required or permitted herein shall be in writing.
22. THAT all notices, letters and other communication from the Bank may be published in the local daily newspapers or displayed at the Bank's branches and the date on the Bank's copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.
23. THAT any written communication from the Bank to the Customer including but not limited to any notice given pursuant to these Terms and Conditions shall be deemed to have been received by the Customer: (i) if published in the local daily newspapers or displayed at the Bank's branches, on the date of the publication or communication, (ii) if delivered by hand, at the time of delivery, (iii) if sent by facsimile or electronic mail, at the time of transmission (provided that if the date of transmission is not a business day it shall be deemed to have been

received at the opening of business on the next business day), and (iv) if sent by post then four days after posting if sent to an address in Kenya and seven days after posting if sent to an address outside Kenya; and in proving such dispatch by post it shall be sufficient to prove that the communication was properly stamped and addressed.

24. THAT the Customer agrees to the mode of notification stated in 21) and 22) above and shall have no claim against the Bank for damage resulting from losses delays misunderstandings mutilations duplications or any other irregularities due to transmission of any communication whether to or from the Customer the Bank or any other third party by hand delivery post facsimile electronic mail or any other means of communication.

25. THAT these Terms and Conditions may be revised, varied, modified or amended from time to time. The Customer will be notified of any such changes by, circular or letter and/or other appropriate means including notice displayed at the principal place of business of the Bank. The Customer agrees that any addition to or alteration of these 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 Terms and Conditions.

26. THAT these Terms and Conditions shall be construed and governed in all respects by and in accordance with the laws of Kenya and the Customer irrevocably submits to the jurisdiction of the Kenyan courts.

FORM OF ACCEPTANCE (as applicable)

By an Individual Customer(s):

I We _____ confirm that I/We have read and understood the contents of these E-Statement Terms and Conditions. I/We confirm that I/We acknowledge that the E-Statement Terms and Conditions form an integral part of and are not divisible from the Application.

I/We hereby accept the E-Statement Terms and Conditions contained herein.

Signature

Signature.....

Signature

In the presence of:

Date

.....

Bank official

By a Corporate Customer:

We _____ a director and _____ another director/company secretary of the Company having been duly authorized to witness the affixation of the common seal of the Company to these E-Statement Terms and Conditions hereby confirm that we have read and understood the contents of these E-Statement Terms and Conditions and we acknowledge that the E-Statement Terms and Conditions form an integral part of and are not divisible from the Application and affix the Company Seal and our signatures in acceptance thereof.

The Common Seal of

.....

(Customer)

Was affixed in presence of: -

Signature.....

Signature

Name of Director.....

Name of Director/ Company Secretary.....

Date