

# GENERAL TERMS & CONDITIONS GOVERNING THE BANK-CUSTOMER RELATIONSHIP

The relationship between the Bank and the Customer shall be governed by the following terms and conditions including any amendments made from time to time thereto and notified to the Customer (the "General Terms and Conditions"), subject to any further agreement in writing.

## 1. DEFINITIONS AND INTERPRETATION

In these General Terms and Conditions:

a) "Customer" means a person who holds and maintains an account with the Bank and shall include any person or persons, firm or corporate body;

b) "Bank" means BANK OF AFRICA KENYA LIMITED and includes its successors in title and assigns;

c) "Account" means a bank account of any type opened and maintained by a Customer with the Bank in accordance with these terms and conditions and banking practice and procedure;

d) Words importing the singular meaning where the context so admits include the plural meaning and vice versa;

e) Words importing the masculine gender only include the feminine and masculine genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner;

f) The clause and paragraph headings are for reference purposes only and shall not affect the construction of this Agreement;

g) If the Customer comprises more than one person the obligations and liabilities of such persons hereunder are joint and several;

h) If any of the provisions hereof is found by any court or other competent authority to be void or unenforceable, it shall be deemed to have been deleted from these General Terms and Conditions and the remaining provisions shall continue to apply and be binding on the parties.

## 2. CUSTOMERS INSTRUCTIONS

a) The Customer requests the Bank to honour and to debit to his account all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn accepted or made out by him or on his behalf, and to carry out any instructions he may give in connection with his account notwithstanding that any such debiting or carrying out of instructions may cause his account to be overdrawn or the limit of any overdraft enjoyed by him to be increased.

b) Where no overdraft has been agreed or the limit of any overdraft agreed has been fully utilized, the Bank may refuse to carry out any instructions which would result in there being an overdraft or any overdraft limit greater than that agreed or sanctioned by the Bank as the case may be.

c) All instructions given to the Bank by the Customer shall be in writing unless the Bank advises the Customer that instructions pertaining to a particular account or service may be given in a different manner.

d) The Bank may in its sole discretion permit telephonic, telegraphic or electronic mail instructions but reserves the right not to honour such instructions or to suspend the carrying out of such instructions until it has received a suitable indemnity from the Customer against all liability which may result from carrying out of such instructions and/or it has received written confirmation of such instructions from the Customer. Should the Bank act upon any telephonic, telegraphic or electronic mail instructions, the Customer hereby irrevocably undertakes to indemnify and hold the Bank harmless against all costs, damages and liability howsoever arising as a result.

e) Unless the Bank is irrevocably bound to act or process the transaction in question, the Customer may cancel instructions issued by him before the Bank acts upon them. The Bank shall be entitled to levy a charge for the cancellation of any instructions in line with the Bank's tariff guide, acceptance of which the Customer hereby confirms and undertakes to pay.

f) The Bank reserves the right to close or freeze any account which it suspects to have been opened fraudulently or which upon investigation is found to have been opened fraudulently or used for illegal activity.

## 3. AUTHORIZED SIGNATORIES

a) The Customer shall, at the time of opening the account and at all times thereafter, give to the Bank, in an acceptable form, the accurate specimen signatures of all persons authorized to operate the Customer's account together with the names, addresses and such other information as the Bank may require pertaining to the authorized Signatories.

b) All such Authorized Signatories, unless otherwise agreed, are entitled to withdraw all or any of the Customer's money, securities, deeds, documents or other property held by the Bank from time to time [provided that they do not form part of any security held by the Bank], to open any further account in the name of the Customer and/or to overdraw any of the Customer's accounts.

## 4. LEGAL CAPACITY AND ENQUIRY

a) The Bank shall be entitled to make any enquiries and carry out all due diligence that it deems necessary in relation to the opening of an account and the Customer hereby authorizes the Bank to make any such enquiries.

b) The Customer shall provide the Bank with all such information and documents authorizes the Bank to make any such enquiries as the Bank may require in terms of establishing the identity of the Customer or the Authorized Signatories and their legal capacity to open and operate the account as may be required pursuant to any anti-money laundering and combating of financing of terrorism laws, rules and regulations issued by the Central Bank of Kenya or any other regulatory body whether in Kenya or elsewhere or any other law that shall come to effect from time to time.

## 5. SIMULTANEOUS ORDERS IN EXCESS OF FUNDS

Where the Bank receives more than one order at approximately the same time, the total amount of which exceeds the available funds or assets of or the credit granted to the Customer, the Bank may honour the orders in whatever manner it thinks fit [within the limit of the funds available].

## 6. JOINT ACCOUNTS

Where two or more persons hold a joint account, the provisions of this clause shall also apply.

a) In the event of the death of any one of the holders of a joint account the Bank shall pay or deliver to or to the order of the survivor or survivors all moneys, securities, deeds, documents and other property whatsoever, remaining unencumbered, standing to credit or held by the Bank for any account(s) in their joint names;

b) The holders of a joint account shall be jointly and severally liable for any overdraft, loan or other credit facilities or accommodation which shall be granted to any account in their joint names, and for any liability or obligation arising from or pertaining to such joint account, together with all interest, commission and other banking charges and expenses;

c) The Bank may, unless otherwise agreed, act on the instructions of any one holder of a joint account, but if any holder of a joint account gives instructions that conflict or appear to conflict with instructions given by any other holder of the joint account, the Bank may refuse to act on any such instructions until the conflict is resolved to the Bank's sole satisfaction;

d) Each holder of a joint account authorizes and empowers the other holder(s) to endorse for deposit and to deposit with the Bank any and all cheques, notes or other instruments for the payment of money, payable and purporting to belong to any one or all of them, and should any such instruments be received by the Bank without having been so endorsed then the Bank is hereby authorized to endorse any such instruments on behalf of the relevant holder and to credit the same to the account held in their

joint names.

## 7. SAVINGS ACCOUNTS

In relation to savings accounts held by the Customer:-

a) The Customer shall only be permitted to make withdrawals from such savings account on production of the relevant savings account withdrawal documentation prescribed by the Bank, duly completed or in such manner as the Bank shall direct. The Bank may, at its sole discretion, and on the written instructions of the Customer, make payment to a third party from the savings account.

b) The Bank reserves the right to fix the minimum deposit amount that must be maintained by the Customer in a savings account at any given time as well as the rate of interest payable on such savings account.

## 8. FIXED DEPOSIT RATES

Upon sufficient notice being given to the Bank by the Customer, the Bank may permit the premature withdrawal of funds from a fixed deposit account before maturity and in such event the Customer unreservedly accepts that it shall forfeit all the interest that had accrued on such deposit. For the purposes of this Clause a premature withdrawal shall mean any withdrawal of funds prior to the maturity date as indicated on the fixed deposit certificate or receipt pertaining to the relevant fixed deposit account.

## 9. FOREIGN CURRENCY ACCOUNTS

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

## 10. HOLDINGS AND CREDIT IN FOREIGN CURRENCY

Subject to all laws and governmental regulations applicable:-

a) Where the Bank holds any foreign currency for the account of the Customer, the Bank shall credit the counter value of such holdings in foreign currency to the bank's accounts maintained with its correspondent banks in the various countries of such foreign currency's origin;

b) Such accounts shall be held in the Bank's name but entirely at the Customer's risk and the Bank shall not be held responsible for any loss or damage suffered by the Customer as a consequence of any legal, fiscal or other measures taken which affect such accounts or for any other reason including but not limited to unavailability of such funds in due course, as a result of any alleged fraud or any other reason beyond the Bank's control;

c) Except in the case of a transfer of funds by the Customer to the Bank, the Customer may dispose of such funds only by means of cheques or transfers in the original currencies in which they were held;

d) All credits granted in foreign currencies are also subject to the provisions of this clause.

## 11. PARTNERSHIP ACCOUNTS

In the event of the Customer being a partnership the following provisions of this clause shall also apply:-

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

b) The partners authorize the Bank to grant overdraft, loan or other credit facilities or accommodation or otherwise make advances with or without security for the account(s) of the partnership, and to discount bills and promissory notes, at the request of the partners for the time being made in accordance with the mandate.

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

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

e) All liability of the partners to the Bank shall be joint and several.

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

## 12. PAYMENT BY THIRD PARTIES AND COLLECTIONS

The Bank may credit the Customer's account(s) with amounts paid by third parties but shall assume no responsibility for the realization of any items deposited with the Bank for collection. All instruments such as cheques, drafts, bills of exchange and other negotiable instruments or commercial documents tendered for collection and credit to the Customer's account are accepted subject to the following express terms and conditions:-

a) Instruments not payable at the Bank are accepted by the Bank only for transmission on behalf of the Customer at the Customer's entire risk and responsibility;

b) Where instruments are forwarded by the Bank by post or through any courier service to other banks or to any correspondent or agent or sub-agent of the Bank, such postal service provider and/or couriers, as well as such other banks, correspondents, agents or sub-agents of the Bank shall be deemed to be the Customer's own "agent(s) for collection", notwithstanding that such couriers, banks, correspondents, agents or sub-agents are of the Bank's choice;

c) The Bank shall not accept any responsibility and shall not be held liable for any delay, mutilation or loss of any of the Customer's instruments arising from or occasioned by the transmission of such instruments by post or through a courier, nor shall the Bank be responsible or held liable for any act, neglect, default, failure or insolvency of any bank, correspondent, agent or sub-agent aforesaid and/or their employees, nor shall the bank be responsible or held liable for any loss or damage suffered by the Customer or by any party as a result thereof.

d) The Bank reserves the right to debit any Customer's account that may have been exceptionally credited with respect to an instrument which is subsequently unpaid on collection.

## 13. DEPOSIT OF CHEQUES AND RETURNED CHEQUE INDEMNITY

a) All cheques or other orders for payment of whatsoever nature are accepted for deposit or collection at the risk of the Customer notwithstanding that the Bank sends such instruments for collection through a courier of its choice or by any other means it deems appropriate. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss) other than the Bank's negligence, the Bank may debit the Customer's account(s) with any amount previously credited in respect of such unpaid cheque or other order (taking into account any exchange risk where relevant), together with interest, in the event that the account is overdrawn as a result, at such rate or rates decided by the Bank at its sole discretion calculated from the date such amount was credited. Any money credited to the Customer in error must be repaid on demand.

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

c) Notwithstanding that immediate credit may have been given for cheques received for collection through clearing, they are not available to the Customer for drawing against until such cheques are in fact paid. Such cheques shall not be deemed to have been honoured even if they are allowed to be drawn against and the Bank reserves the right to debit the Customer's account(s) or in any other way recover any such amounts withdrawn if the relevant cheques are returned unpaid.

d) Notwithstanding anything to the contrary herein contained, any money credited to the Customer's account(s) but later reversed must be repaid immediately on demand together with the applicable interest and the Bank shall be entitled to debit the Customer's account(s), or in any other way recover, any such amounts so credited together with interest thereon.

## 14. BANK CHARGES AND EXPENSES

The Customer 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:-

(a) 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.

(b) All costs relating to changes in operation of an account or a product as a result of changes in regulations or laws.

(c) "The Bank may vary charges and interest rates from time to time, but will give the customer at least thirty (30) days' notice of such changes before they come into effect.

(d) 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.

## 15. BANK STATEMENTS

(a) The Customer shall examine the contents of any statement of account or statement of any other nature which has been sent by the Bank to the Customer and, if the Customer has not objected in writing to the Bank within Fourteen (14) days of the statement date, the statement shall be deemed approved and conclusively accepted by the Customer and shall not at any time thereafter be challenged by the Customer on any ground whatsoever including but not limited to lack of mandate, forged or inadequate signature or endorsement of cheques, forged alteration thereof or otherwise.

(b) Statements of account shall be provided periodically and the Customer shall be issued with a free statement either at the end of each monthly, quarterly, half-yearly or yearly period.

## 16. CUSTOMER COMPLAINTS

(a) Complaints may be made in person, in writing by email, or post and the Bank will take all reasonable measures within its means to resolve the complaints within a reasonable time. Where notification from the Bank with respect to any such matter is expected but not received, the complaint must be made within a reasonable time after non receipt.

(b) The complaints handling procedure is set out in any of the Bank's Key Fact Documents available at any of the Bank's branches or on the Bank's website at [www.boakenya.com](http://www.boakenya.com).

## 17. NO DUTY OF THE BANK TO PROTEST

The Bank is not liable for any loss or damages suffered by any party if any dishonoured bill is not noted and /or protested. The Bank will nevertheless endeavour to cause dishonoured bills to be noted and /or protested provided that it receives instructions from the Customer to do so within a reasonable time and in any event within twenty-four (24) hours of the bill being dishonoured.

## 18. REPAYMENT OF OVERDRAWN ACCOUNTS

(a) The Customer must not permit the balance in the account to fall below the prescribed minimum balance of the account, nor shall the Customer exceed the limit of any overdraft facility extended and approved by the Bank in respect of the account, without the Bank's prior written consent. The Bank shall be at liberty at its sole and absolute discretion to refuse to honour a cheque, make a payment and/or allow a withdrawal if the effect of the same would be to either cause the account to be drawn below its prescribed minimum balance or cause the account to be overdrawn or cause the agreed overdraft limit to be exceeded.

(b) If the Account is drawn below its prescribed minimum balance or the approved overdraft limit is exceeded without the Bank's prior written consent the Customer shall pay such fees as the Bank may prescribe as well as pay additional interest on the particular amount drawn below the prescribed minimum balance or the particular amount in excess of the approved overdraft limit at such rate or rates and compounded in such manner as may be determined by the Bank in its sole and absolute discretion until the outstanding amounts are paid in full.

(c) The Customer shall immediately on demand repay to the Bank any amount due on any overdrawn account of the Customer together with interest thereon as well as all other costs, charges and expenses arising there from.

## 19. RIGHT OF SET-OFF

(a) The Bank may, at any time, upon notice to the customer, combine and/or consolidate any of the Customer's accounts and set-off against any account or indebtedness of the Customer:

i) Any other account whether current, loan, savings, or any other type;

ii) Any time fixed or other deposit [whether matured or not].

(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.

## 20. RIGHT OF LIEN

(a) Where the Customer is indebted to the Bank, the Bank shall have a general lien over all property of the Customer in the Bank's possession including but not limited to cash, goods, securities or valuables deposited for safe custody or as security, cheques presented for payment, bills and other property movable or immovable charged to secure repayment of any money whether or not that money has been repaid and any other property over which the Bank has a lien by law.

(b) Where the Customer is indebted in circumstances giving the Bank a right to set off, all property specified in paragraph (a) of this clause shall be held as security for the debt.

(c) The Bank may at any time give the Customer notice in writing that if an accrued debt is not paid within a specified period (such period being not less than 14 days after receipt by the Customer of the notice) then the Bank may without further notice proceed to realize sufficient of the Customer's assets to discharge the debt. Any part payment towards discharging the debt will be accepted strictly on account and without prejudice to the Bank's rights.

(d) If the debt is not discharged within the time allowed and the Bank proceeds to realization of the Customer's assets under paragraph (c) of this clause, the Customer hereby irrevocably appoints and constitutes the Bank as its attorney for the purpose of such realization, and for giving good title to any assets sold and all other incidental matters. Any surplus funds received from any such realization shall be held on the Customer's account subject to these General Terms and Conditions.

(e) The Bank shall not be held responsible or liable in any way for the outcome of any realization exercise under this clause, except where it can be proved that the Bank acted in bad faith.

(f) Any of the Customer's 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 applicable at the date of set-off or realization. The Bank accepts no liability and shall not be held responsible for any loss caused by exchange rate fluctuations which loss shall be for the Customer's account.

(g) Deposits held for a given period of time, including deposits in foreign currencies, may be set-off against debts notwithstanding that the time period for such deposits has not expired at the time of set-off.

## 21. FREEZING OF ACCOUNTS

The Bank may at any time freeze any account of the Customer if and as long as the Bank deems such action necessary and particularly if there is any dispute in respect thereof or if the Bank has doubt for any reason whatsoever as to the person or persons entitled to operate the same, without any obligation to institute interpleader proceedings or to take any step of its own initiative for the determination of such dispute or doubt.

## 22. CHEQUE BOOKS

Cheque books are issued subject to the following conditions:-

(a) The Customer agrees to and shall look after and use any cheque book and any cheque form with the utmost care.

(b) The Customer further agrees to ensure:-

- That all uncompleted cheque leaves are kept in safe custody at all times;
- That the Bank is immediately informed upon immediate discovery by the Customer that any cheque book or any cheque forms have been stolen, lost or mislaid;
- That any person preparing a cheque on behalf of the Customer is authorized to do so;
- That all cheques are prepared and signed in permanent ink or other indelible writing material;
- That the amount in which a cheque is made out is written as near as possible to the left side of the form and in such a manner as to prevent any unauthorized addition of letters or figures or other change thereto;
- That all cheques and any alterations are signed by an Authorised Signatory;
- That no uncompleted cheque is given to any stranger or other person when the Customer does not have reasonable grounds to believe such person as trustworthy.

(c) The Customer is advised that:

- Where possible any completed cheque should be crossed with two distinct lines in order to make the cheque negotiable only through a bank;
- If it is known with which bank the beneficiary of the cheques keeps his account then the name of that bank should be added to the crossing in order to make the cheque negotiable only through that particular bank.

(d) On receipt in a form acceptable to the Bank of written notice from the Customer to stop payment of a cheque, the Bank may only act on such notice if received by the Bank prior to payment in respect of the relevant cheque having been made. The Bank shall not be held responsible if such notice is not acted upon unless bad faith on the part of the Bank can be proved.

(e) Upon closure of any account, the Customer will return to the Bank any uncompleted cheque forms relating to that account.

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

(g) All transactions on checking accounts shall be accompanied by a properly signed cheque.

## 23. FORGERY

The Bank shall not be liable in any way to the Customer for having honoured any cheque or other instrument the signature or content of which has been forged under any circumstances, and in particular if:-

(a) The Customer has facilitated such forgery either by failure to comply with any of the conditions contained in paragraph (a) or paragraph (b) of Clause 22 or by his negligence in any other way; or

(b) There has been a previous forgery on any cheque of the Customer without the Customer having objected to the first statement of account which reflected the debit in respect of such cheque as provided by Clause 15 hereof; or

(c) The forgery has been perpetrated by an employee, servant, agent, contractor or subcontractor of the Customer.

## 24. VALIDITY OF DOCUMENTS

The Bank shall not be responsible for ascertaining the authenticity, validity, regularity or value of any documents received by the Bank whatsoever including but not limited to bills of lading, delivery orders, consignment documents, receipts, warrants and insurance policies.

## 25. CORRECTION OF ERRORS

The Bank reserves the right without prior notice to correct any entries made on the Customer's account by mistake, and in the event that such correction results in the account balance falling below the prescribed minimum balance or approved overdraft limit being exceeded the Customer shall pay such fees as the Bank may prescribe as well as pay additional interest on the particular amount drawn below the prescribed minimum balance or the particular amount in excess of the approved overdraft limit at such rate or rates and compounded in such manner as may be determined by the Bank in its sole and absolute discretion.

## 26. REMEDIES AND WAIVERS

No delay or omission on the part of the Bank in exercising any right or power or remedy shall impair such right or power or remedy, and any single or partial exercise shall not preclude any other or further exercise of any such right or power or remedy at the exercise of any other right or power or remedy. The rights and remedies of the Bank are cumulative and not exclusive of any right or remedy provided by law.

## 27. CONFIDENTIALITY AND DISCLOSURE OF CONFIDENTIAL INFORMATION

The Bank will treat the customer's personal information as private and confidential. The Bank may however disclose any personal data and/or information whatsoever relating to the Customer and/or the Customer's account(s):

(a) For fraud prevention purposes;

(b) To licensed credit reference agencies;

(c) To the Bank's external lawyers, auditors, debt collection agencies and sub-contractors or other Persons acting as agents of the Bank;

(d) To any person who may assume the rights of the Bank hereunder;

(e) If the Bank has a right or duty to disclose or is permitted or compelled to do so by law including but not limited to the Foreign Account Tax Compliance Act and the Customer agrees that disclosure of information set out above does not violate any duty that may be owed by the Bank to the Customer.

## 28. MINOR ACCOUNTS

In respect of account(s) opened in the name of a minor (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 minor's guardian named in the account opening forms irrespective of whether the minor attains the age of majority, thereby ceasing to be a minor, until the Bank receives written notice from the guardian to cease acting on such guardian's instructions and to commence acting on the account holder's instructions.

## 29. DORMANT ACCOUNTS

If there is no Customer initiated activity on an account for a period of six (6) months for a transactional account and for a period of one (1) year for a savings account, the account shall be classified as dormant. The bank may levy charges as set out in the tariff guide.

## 30. ASSIGNMENTS

The Bank may assign or transfer all or any of its rights and/or obligations under these General Terms and Conditions, in whole or in part, to any person or persons upon issuance of prior reasonable notice to the Customer.

## FURTHER TERMS

The following provisions of the General Terms and Conditions shall also govern the B-Web, B-Mobile, E-Statements and Debit Cards Services.

## 31. TERMINATION OF BUSINESS RELATIONSHIP

a) The Bank may at any time, upon issuance of a 15 days' notice to the Customer, vary or terminate its relationship with the Customer, provision of B-Web, B-Mobile or Debit Card services and in particular but without prejudice to the generality of the foregoing, the Bank may cancel credits which it has given to the Customer and shall require the payment of outstanding debts on the Customer's account resulting there from within such time as the Bank shall in its sole discretion determine.

- Without prejudice to the foregoing the Bank may terminate its relationship with or services to the Customer without notice where;
  - The account or service is being used for illegal activity or;
  - Pursuant to a court order or;
  - If the Bank has a right, duty is permitted or compelled to do so by law.

## 32. NOTICES

32.1 Except as otherwise specified herein all notices, requests, approvals, consents and other communications required or permitted herein shall be in writing and shall be personally delivered or sent by mail registered or certified return receipt requested postage pre-paid courier service. All notices, statements, 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.

32.2 Any written communication from the Bank to the Customer including but not limited to any notice given pursuant to these General Terms and Conditions shall be deemed to have been received by the Customer:

- If published in the local daily newspapers or displayed at the Bank's branches, on the date of the publication or communication;
- If delivered by hand, at the time of delivery;
- If sent by 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
- 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 providing such dispatch by post it shall be sufficient to prove that the communication was properly stamped and addressed.

32.3 The Customer agrees to the mode of notification stated in (1) and (2) above and shall have no claim on 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, electronic mail or any other means of communication.

## 33. AMENDMENT OF GENERAL TERMS & CONDITIONS GOVERNING ACCOUNTS

The Bank reserves the right to modify these General Terms and Conditions and/or Tariffs at any time. The Customer will be notified of any such changes by circular, letter, email and other appropriate means including notice displayed at the principal place of business of the Bank and on the bank's website. Any addition or alteration of these General Terms and Conditions or any variation to the tariffs 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.

## 34. FORCE MAJEURE

The Bank shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of its obligations under these General Terms and Conditions if the delay or failure was due to any cause beyond the Bank's control. Without prejudice to the generality of the foregoing, the following shall be regarded but not limited to, as causes beyond the Bank's control: acts of God, national emergency, war, prohibitive governmental action, riots, strikes, civil disturbance, storm, fire, flood, earthquake, terrorist activities and bomb explosions.

## 35. APPLICABLE LAW AND JURISDICTION

(a) These General Terms and Conditions and any agreement incorporating them shall be construed and governed in all respects by and in accordance with the laws of Kenya and the Customer irrevocably submits to the non-exclusive jurisdiction of the Kenyan courts.

(b) Notwithstanding what is stated hereinabove, the Bank may bring any action against the Customer or in relation to the Customer's account(s) before a competent court of any other jurisdiction as it deems fit and nothing shall preclude the Bank from taking any such action or proceedings against the Customer in one or more jurisdictions either concurrently or not.

## "DEBIT CARD" TERMS & CONDITIONS

In consideration of Bank of Africa Kenya Limited making available to me/us Bank of Africa Kenya Limited Debit Card(s) pursuant to my/ our request I/ We agree to be bound by the following Terms & Conditions.

### 1. DEFINITIONS

In these terms and conditions:

"ATM" means Automated Teller Machines or Point-of-Sale machines and/or Visa branded ATMs.

"Bank Account" means in relation to a Cardholder(s) account(s) maintained by the Bank in Kenya from which the Cardholder(s) is able to issue Transaction instructions.

"Card/Debit Card" means, Bank of Africa Kenya Limited Visa Electron Card and/ or Bank of Africa Kenya Limited Visa Classic Card and Bank of Africa Gold card and other Debit Card offered by the Bank.

"Cardholder" means a person to whom Bank of Africa Kenya Limited SESAME ATM Card or Bank of Africa Kenya Limited Visa Electron Card or Bank of Africa Kenya Limited Visa Classic Card or any other debit card has been issued at his/her request and whose names may appear on it and who agrees to be bound by these Terms and Conditions as may be varied from time to time by the Bank.

"PIN" means in relation to a Cardholder the personal identification number required to gain access via an ATM terminal or POS machine or in any other way to give Transaction instructions.

"Transaction Instruction" means an instruction given by use of the Card.

### 2. USE OF CARD AND PIN

a) The Cardholder shall sign the Card upon receipt with a black or blue ballpoint pen and keep the Card secure at all times.

b) The Cardholder shall not use the Card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal is issued by the Bank or any person acting on behalf of the Bank.

c) The Cardholder shall destroy the slip advising of the PIN immediately after receipt.

d) A Card is not transferable and may not be used by any person other than by the Cardholder.

e) A Card will be issued in the name of a single Cardholder only, in case of Joint Accounts where more than one account holder desires to hold a Card one card will be issued to each of such account holders.

f) A Card remains the property of the Bank and upon cancellation must be surrendered on demand to the Bank.

g) Until and unless the Terms and Conditions are breached, an issued Card will have a limited validity period, on expiry of which a new Card will be automatically issued by the Bank at a renewal fee and at which the Bank's discretion.

h) The Bank shall be entitled to give immediate effect to the following Transaction Instructions on an ATM:

i. To effect withdrawal from the Cardholder's Bank Account;

ii. To display the current balance on the Cardholder's Bank Account on the screen of the ATM.

iii. To give an account statement to the Cardholder; and

iv. Such other Transaction Instructions given through the use of Bank of Africa Kenya Limited Debit Card facilities from time to time made available by the Bank whether in Kenya or elsewhere to the Cardholder.

i) All withdrawals from ATMs and Transaction interactions will be subject to the daily withdrawal limit as applied for by the Cardholder.

j) In the absence of manifest error the Bank's records as to any Transaction instruction or their consequence thereof shall be conclusive.

k) A Cardholder must exercise all due care and attention to ensure the safety of the Card and the secrecy of the PIN at all times and to prevent the loss of and/or use of his/her card or PIN by any third party. A Cardholder in a Joint Account will be fully responsible for ensuring that the Cardholder's PIN is only known to persons with due authority within the Joint Account. Subject to this, a Cardholder must not disclose his/ her PIN to anyone in any circumstance.

l) If a Card is lost or stolen, or if a PIN is disclosed to any unauthorized person or the Cardholder suspects that the PIN has been discovered by an unauthorized person, the Cardholder must immediately notify the Bank of such loss, theft or disclosure by way of post; **P.O. Box 69562-00400, Nairobi**, or by **Telephone Number. 0703 058 120**, or by reporting to the nearest branch of the Bank. Any oral or telephone notification must be confirmed in writing immediately. Unless and until such written notification is received, the bank is authorized and shall remain authorized to Debit the Cardholder's Bank account for Transaction Instructions made using the Card. The Cardholder will be liable in respect of any Transaction Instruction given prior to receipt by the Bank of notification in writing of such loss, theft or disclosure. The Cardholder shall also:

i. Give the Bank, and any other person authorized, by the Bank, all necessary assistance in any investigations, avail all information as to the circumstances of the loss or theft of the Card and take all reasonable steps to assist the Bank to recover the Card and any lost money;

ii. Consent to the disclosure to third parties of such information as is relevant concerning the Card or Bank Account in connection with such loss, theft of the Card or any lost money; and

iii. If the lost Card is found, report the discovery to the bank and return the found Card to the Bank.

m) The Card is neither a credit card nor a cheque guarantee card and the Cardholder shall not represent the Card as such.

n) The Card shall not, under any circumstances, be used for any unlawful purpose including the purchase of goods and/or services prohibited under Kenyan law.

### 3. MULTIPLE DEBIT CARDS

a) More than one Debit Card may be issued on a Joint Bank Account (subject to the operation mandate of the Joint Account) provided the respective Application Form has been signed by all the account holders of the Joint Bank Account.

b) In case multiple Cards have been issued on any Bank Account these Cards will be subject to the daily withdrawal limit as applied for in the respective Application Form.

### 4. CANCELLATION AND BLOCKING OF CARDS

a) The Cardholder(s) may cancel or change his/her Card by returning it to the Bank.

b) The Bank may at any time cancel or block a Card without notice or without assigning any reason without incurring any liability to the Cardholder(s):

- for fraud prevention purposes; or
- if the Bank has a right or duty to cancel or block a Card or is permitted or compelled to do so by law and the Cardholder agrees that cancellation of the Card as set out above does not violate any duty that may be owed by the Bank to the Cardholder.

c) The Cardholder(s) should not use or attempt to use the Card after any notification of its cancellation or withdrawal has been given.

### 5. REPLACEMENT OF CARDS

If a Cardholder(s) loses or changes his/her Card, the Bank may at its discretion issue a replacement Card as the Cardholder(s) may require at a replacement fee.

### 6. FEES

In respect of each Cardholder the Bank shall be entitled to charge and debit from the Cardholder's Bank Account such fees as it may from time to time notify the Cardholder(s) including but without limitation to an initial Card issuance fee, a Card renewal/ replacement fee to be prescribed by the Bank from time to time for the use of the Card and a charge per Transaction Instruction.

### 7. LIABILITY OF CARDHOLDERS

a) The Cardholder(s) shall be fully liable in respect of each Transaction Instruction given by the use of his/her Card. Transaction Instructions must be given in such a way that any confidential information displayed on a terminal is not disclosed to a third party. The Bank shall not be liable for any disclosure to any third party arising out of a Transaction Instruction.

b) The Cardholder shall not hold the Bank liable, responsible or accountable in any way whatsoever for any loss, injury or damage however arising out of the use of the ATM.

c) Disputes regarding execution of a Transaction Instruction using a Debit Card will be referred to the Bank for resolution as per their operating procedures and the Bank will not be liable for any loss arising out of acting on the resolution of any such dispute.

### 8. CIRCUMSTANCES BEYOND THE CONTROL OF THE BANK

The Bank shall have no liability for inability to perform its obligations with regard to the ATM operations or any Transaction Instruction due to anything whatsoever outside the control of the Bank, its agent or subcontractors including but not limited to system failures.

### 9. VISA INTERNATIONAL REGULATIONS

a) The use of the Bank of Africa Kenya Limited Visa Electron Card or Bank of Africa Kenya Limited Visa Classic Card is regulated by the terms of Visa International and the Cardholder agrees to abide by those terms as they shall be communicated to the Cardholder by the Bank from time to time.

b) Any Charges made by Visa International on foreign currency transactions shall be debited to the Cardholder's Bank Account. The amount of Card Transactions Instructions and charges rendered involving foreign currency shall be converted into Kenya Shillings at the exchange rate quoted by Visa International on the date the debit is received and any exchange gain or loss is debited into the Cardholder's Bank Account.

### 10. MAIL ORDER/TELEPHONE ORDER/INTERNET TRANSACTIONS

a) The Bank will not honor Mail Order and Telephone Order transactions and the Cardholder agrees to be liable for all internet Card transactions and in proving that the transaction was authorized by the Cardholder, the Bank shall be entitled to rely on such documentary evidence as may be available to the Bank which confirms that the

Cardholder gave the Card number to a merchant by mail or other order and the Bank's rights shall not be affected by reason of the Cardholder not having placed, confirmed or renewed the order or received the goods in question.

b) The Bank shall not be responsible for goods and services whatsoever charged to the Card.

c) The Bank accepts no responsibility for the failure of a merchant to accept the Card or any loss or damage arising therefrom.

## 11. AMENDMENT

a) These Terms and Conditions may be amended at any time and from time to time by prior reasonable notice from the Bank to the Cardholder(s).

b) Any such amendment shall be deemed to be effective and binding on the Cardholder(s) on receipt by the Cardholder of such notice as indicated below and any subsequent use of the Card shall be deemed to constitute acceptance.

# "B-MOBILE" TERMS & CONDITIONS

## 1. INTRODUCTION

These B-Mobile Terms and Conditions shall apply to the relationship between the Bank and the Customer relating to mobile banking services including any amendments made from time to time thereto and notified to the Customer and the Customer agrees to be bound by the same

## 2. DEFINITIONS AND INTERPRETATIONS:

2.1 Under these B-Mobile Terms and Conditions the following words and phrases have the meaning set below:-

**"Alert(s)"** shall mean the customized messages sent to the Customer's Mobile Phone Device as Short Messaging Service (SMS) and/or customized messages sent to the Customer by email, or other modes of communication;

**"B-Mobile Banking Service" or "the Service"** means the Bank of Africa Kenya Limited B-Mobile Banking Service available to the Customer which shall enable the Customer through the use of the Mobile Phone Device to perform such transactions on the Account as the Bank shall from time to time allow;

**"Cellular Service Provider"** shall mean any mobile telecommunications operator duly licensed by the Communications Commission of Kenya to inter alia operate and maintain a mobile cellular network and to provide telephony services whose services the Bank uses in relation to the B-Mobile Banking Service in any capacity;

**"Mobile Phone Device"** shall mean a telecommunication device used by the Customer for purposes of communication and in this instance accessing the services offered by the Bank through the Service;

**"Mobile Phone Number"** shall mean the number specified by the Customer on the B-Mobile Application Form or such other number as shall be notified to the Bank by the Customer in writing through which the Customer shall be able to access and use the Service;

**"Password" or "PIN"** shall mean the personal identification number availed by the Bank to the Customer for accessing the Service and for authentication or verification by the Bank of the Customer's identity. The Customer will be able to obtain a range of financial information as determined by the Bank related to his relevant account through the use of the Password and such other means of identification assigned to the Customer in connection with the Account and the Services;

**"Personal Information"** shall mean information in relation to or pertaining to the Account held by the Customer;

**"SMS"** shall mean the Short Messaging Service a communication protocol allowing the interchange of short text messages between Mobile Phone Devices;

2.2 Where any period is prescribed in these B-Mobile Terms and Conditions that period shall be reckoned inclusively of the first day and inclusively of the last day unless the last day is not a business day in which case the last day shall be the next succeeding business day.

## 3. APPLICABILITY OF B-MOBILE TERMS AND CONDITIONS

3.1 By applying for and allowing the Customer access to the Service for the first time (and every time thereafter) the Customer acknowledges and accepts (and reaffirms his acknowledgment and acceptance of) these B-Mobile Terms and Conditions to the fullest extent possible.

3.2 The Customer understands and agrees that the Bank may at its sole and absolute discretion upon issuing sufficient notice terminate the Customer's use of the Service and/or the use of the Service by all the Customers of the Bank.

## 4. REGISTRATION FOR THE SERVICE

Once the Customer's application for the Service is accepted by the Bank the Customer shall receive an SMS with a Password. The Customer shall be required to activate the Service by following the instructions provided by the Bank.

## 5. CHANGE OF MOBILE PHONE NUMBER AND OR LOSS OF THE MOBILE PHONE DEVICE

a) It shall be the sole responsibility of the Customer to notify the Bank in writing about any change with regard to the Mobile Phone Number and/or loss or theft of the Mobile Phone Device and the Bank shall not in any way be liable or responsible for any loss damage costs charges or expenses suffered/incurred by the Customer by reason of such loss or theft or the Customer's failure to notify the Bank;

b) Unless and until notice is received by the Bank, the Bank is authorized and shall remain authorized to effect any Instructions sent using the Customer's Mobile Phone Number;

c) The Customer will give the Bank and any person acting on the Bank's behalf all necessary assistance in any investigations and avail all the information in the Customer's possession as to the circumstances of the loss or theft of the Customer's Mobile Phone Device and/or any misuse of the Customer's Mobile Phone Number. In the event of any such loss theft or misuse being suspected the Bank may provide the police with any information it considers relevant;

d) If the Customer changes his Mobile Phone Number, loses his Mobile Phone Device, forgets the Password or is barred from using the Service for any reason whatsoever he should immediately notify the Bank. Upon receipt of such notice from the Customer the Bank shall immediately block the Customer's access to the Service.

e) The Customer shall be required to visit his/her Bank branch (where the Account is domiciled) and request for reactivation of the Service. The Bank shall be entitled to make any enquiries (including requirements for submission by the Customer of such information and/or documentation as the Bank shall deem necessary) before reactivating the Service and the Customer hereby authorizes the Bank to make any such enquiries and agrees to cooperate and comply with all requests made by the Bank in this regard.

f) The Bank retains the right to change the procedure and/or process set out in this Clause as it may from time to time deem necessary (at its sole and absolute discretion) and the Customer agrees to comply with and follow such other procedures as may be set by the Bank.

## 6. USAGE OF THE SERVICES/USER CONDUCT

6.1 Only the Customer will be eligible to access the Service.

## 6.2 The Password:-

a) The Password communicated by the Bank to the Customer is confidential and the Customer must therefore take all measures to ensure its security. The Customer must keep it absolutely secret and not communicate it or disclose it to anyone.

b) The Customer should delete the SMS sent by the Bank containing the Password immediately upon receipt and shall memorize the password and shall not keep any record of the password for security purposes.

c) The Customer shall be solely responsible for the maintenance of the secrecy and confidentiality of the Password and the Mobile Phone Number without any liability to the Bank. Any usage of the Mobile Phone Number and the Password whether by a third party or any other person shall be deemed to be a usage by the Customer.

d) The Customer shall use the Password to access the Service.

e) The Customer assumes full responsibility for the security and confidentiality of his Mobile Phone Number, Mobile Phone Device and Password.

6.3 The Bank however at its discretion may put any restriction with respect to the provision of the Service as it may from time to time at its sole discretion determine necessary.

6.4 The Customer agrees at all times to use the Service via a Mobile Phone Number that is properly and validly registered in the Customer's name with the Cellular Service Provider.

6.5 By accepting these B-Mobile Terms and Conditions while registering for the Service the Customer agrees to use the Service for financial and non-financial transactions offered by the Bank from time to time.

6.6 The Customer irrevocably authorizes the Bank to debit the Account(s) which has been enabled for the Service with all amounts relating to and or as a result of all transactions effected using the Service.

6.7 The Customer agrees that he/she/it is aware and accepts that the Service offered by the Bank will enable him/her to transact within the limits prescribed by the Bank and/or the Cellular Service Provider.

6.8 The Bank shall be entitled to rely on all Instructions emanating out of the Customer's Mobile Phone Number and to treat the same as genuine and valid instructions and to effect them whether or not they are actually initiated by the Customer. The Customer agrees not to dispute such transactions and Instructions unless he has notified the Bank of it.

a) The loss of his/her Mobile Phone Device; and/or

b) The unauthorized disclosure of his/her Password to a third party

BEFORE the transaction or instruction in question has been effected by the Bank.

6.9 Once the Customer successfully activates the Service the Customer shall receive such Alerts by SMS pertaining to transactions in the Customer's Account(s) as well as such other Alerts as may be decided by the Bank from time to time. The Customer however at its sole and absolute discretion may add or remove the Alerts to be sent to the Customer.

6.10 The Customer hereby authorizes the Bank to use the Service to send out Alerts containing any commercial or marketing information and or any information of an advisory nature that the Bank may wish to relay to the Customer (whether or not the Customer has solicited or requested for them).

6.11 The Customer authorizes the Bank to use the Service to send notices of any nature relating to the Service and or relating to the Bank-Customer relationship with the Customer and the Customer shall be deemed to have received and to have read such notices provided that they are sent to the Customer's Mobile Phone Number.

6.12 The Customer hereby confirms that he/she understands and agrees that transactions and instructions originated using the Mobile Phone Device are non-retractable as these are instantaneous / real time.

6.13 The Customer understands and explicitly agrees that the Bank has the absolute and unfettered right to revise the prescribed transaction ceilings relating to the Service from time to time which will be binding upon him.

6.14 The Customer agrees not to use the Service or the content or information delivered through the Service in any way that would:

a) Infringe any third-party copyright patent trademark trade secret or other intellectual property or rights of publicity or privacy;

b) Be fraudulent or involve the sale of counterfeit or stolen items including but not limited to use of the Service to impersonate another person or entity including but not limited to a Bank official or its affiliates or service providers fellow user or falsely utter or otherwise misrepresent the Customer's affiliation with a person or entity;

c) Intentionally or unintentionally violate any local or international laws statute ordinance or regulations having the force of law;

d) Be false, misleading or inaccurate;

e) Create liability for the Bank or its affiliates or service providers or cause the Bank to lose (in whole or in part) the services of any of its service providers;

f) Be harmful abusive tortious vulgar obscene invasive of another's privacy hateful or racially or ethnically or otherwise objectionable defamatory trade libellous unlawfully threatening or unlawfully harassing;

g) Potentially be perceived as illegal offensive or objectionable;

i) Interfere with or disrupt computer networks connected to the Service including but limited to any and all of the Bank's and other Cellular Service Provider's systems and software;

j) Interfere with or disrupt the use of the Service by any other user or disobeys any requirements procedures policies or regulations of networks connected to the Service;

k) Use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others;

l) Cause or permit the uploading posting emailing transmission or otherwise making available any content or information that the Customer has no right to make available under any law or under contractual or fiduciary relationships; or

m) Cause or permit the uploading posting emailing transmission or otherwise making any material that contains software viruses or any other computer code files or programs designed to interrupt destroy or limit the functionality of the Service.

n) In any manner obtain or transfer or be involved in obtaining or transferring monies fraudulently from the Bank or an account held at the Bank or any other person or entity.

The Customer agrees that when in Breach of this sub-clause 5.19, the Bank shall immediately terminate the services offered under this contract immediately upon knowledge of the Breach and without any notice.

## 7. CHARGES / FEES

7.1 The Customer acknowledges and agrees that the aforesaid charges fees tariffs commissions disbursements payable to the Bank are in addition to the fees and commissions payable to the Cellular Service Provider. In particular the Customer accepts and agrees that he/she shall be liable for payment of airtime or any / all other charges which may be levied by any Cellular Service Provider in connection with the Service and the Bank shall in no way be deemed liable for the same.

7.2 The Customer understands that the contracts with the Cellular Service Providers may provide for fees limitations and restrictions which might impact the use of the

Service including but not limited to data usage or SMS charges imposed on the Customer by the Cellular Service Provider for use of or interaction with the Service and the Customer agrees to be solely responsible for all such fees limitations and restrictions.

7.3 The Bank shall at all times have the discretion to vary or amend and/or revise the charges fees tariffs commissions disbursements payable for the Service.

7.4 The Bank shall notify the Customer of any changes to the charges fees tariffs commissions and disbursements by such means as the Bank shall determine suitable.

7.5 Any transactions conducted on behalf of the Customer after a notification by the Bank to the Customer of a change in charges fees tariffs commissions and/or disbursements (howsoever effected) shall imply the Customer's acknowledgement and acceptance of the fees.

## 8. AVAILABILITY OF THE SERVICE

8.1 The Bank shall provide to the Customer through the Service such products as the Bank may decide from time to time. The Bank reserves the right to decide what products may be offered to a Customer and such offers may differ from Customer to Customer. The Bank at its sole discretion may also make such modifications or amendments to the products and the Service as it shall from time to time determine necessary.

8.2 The provision of the Service is subject at all times to the contracts in place with the Cellular Service Providers and other third party service providers and the Bank may thus:

8.2.1 Modify any features of the Service as a result of modification by the Cellular Service Providers and/or by the third party service providers of any features of the Service; and/or

8.2.2 Terminate the Service as a result of the termination of the contracts with any or all of the Cellular Service Providers and/or by the third party service providers.

8.3 The Bank shall not authenticate verify or make further inquiry into the identity of the sender or the message integrity of any Instructions communications orders or messages sent using the Customer's Mobile Phone Number and the Password. The Customer shall in no circumstance dispute such reliance by the Bank.

8.4 The Customer agrees that the availability timeliness and proper functioning of the Service depends on many factors including the location network availability and signal strength of the Mobile Phone Device and the proper functioning and configuration of the software of the Mobile Phone Device.

8.5 The Service will be available to the Customer only if the Customer is within the cellular service range of the particular Cellular Service Provider.

8.6 Neither the Bank nor any of the Cellular Service Providers nor any third party service providers warrant that the Service will meet the Customer's requirements operate without interruption or be error-free and neither the Bank nor the service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of the Service or for any actions taken in reliance thereon for any reason including service interruptions inaccuracies delays loss of data or loss of personalized settings.

8.7 Right to monitor the use of the Service  
The Bank affiliates the Cellular Service Providers and any of the Bank's service providers contracted to enable the Bank render the Service by the Customer reserve the right to monitor the use of the Service for purposes of verifying compliance with all laws and regulations these Terms and Conditions and any applicable licenses but disclaim any obligation to monitor filter or edit any content.

8.8 Suspension of the Service  
The Bank shall have the right to suspend the Service whether generally or specifically in relation to a Customer if:

a) The Bank and or the Cellular Service Provider has reason to believe that the operation of the Service or acting upon any Instructions of a Customer may lead to a direct or indirect loss to the Bank or the Cellular Service Provider; or

b) May require an indemnity from the Customer before continuing to operate the Service; or

c) The Customer fails to comply with any rules or regulations of the Republic of Kenya regarding the Service; or

d) The Customer fails to observe any of the B-Mobile Terms and Conditions set out herein.

## 9. ACCURACY OF INFORMATION

9.1 The Customer undertakes to provide accurate current and complete information and disclosures or render such assistance whenever required by the Bank and shall be responsible for the correctness and authenticity of the information provided to the Bank at all times including for the purposes of availing the Service.

9.2 While the Bank will take all reasonable steps to ensure the accuracy of the information supplied to the Customer the Bank shall not be liable for any inadvertent error which results in the provision of inaccurate information. The Customer shall not hold the Bank liable for any loss or damage that may be incurred or suffered by the Customer if the information supplied to the Customer turns out to be inaccurate or incorrect.

9.3 The Bank shall not be liable in contract tort or otherwise for any direct, indirect or consequential loss or damage sustained by the Customer by any direct or indirect use of or reliance on the electronic communication orders or messages sent using the Service whether with or without the utilization of any security measures including but not limited to any loss or damage resulting as a consequence of any defects delays interruptions errors inaccuracies or failures in the various communications and the Bank hereby specifically excludes the same to the fullest extent permitted by law even if the Bank shall have been advised in advance of the possibility of such damages.

## 10. LIMITATION OF LIABILITY

10.1 The Bank shall not be liable to the Client for any unavailability of the Service for any reason whatsoever including but not limited to failure of the Bank's system.

10.2 The Customer shall not hold the Bank liable for any loss or damage caused to the Customer as a result of use of the Service (including relying on the Alerts for the Customer's commercial investment or business purposes) for any cause.

10.3 The Bank shall not be liable in any manner to the Customer in connection with any use of the Service whatsoever including but not limited to the following:

a) If the transaction amount sought by the Customer being below the minimum or above the maximum limits set by the Bank and/or the Cellular Service Provider;

b) If the Customer has entered an incorrect Password and/or number and the payment is made to the wrong recipient provided that the Bank shall where possible use its best endeavours to reverse such erroneous transaction upon notification by the Customer if the notification is received by the Bank before the transaction or Instruction has been effected;

c) If the Customer has exceeded transaction daily or monthly or annual limits for transactions and other usage on their Account;

d) If the Customer's Mobile Phone Device hardware and/or software is not functioning properly;

e) If the transaction is unauthorized or fraudulent and the Customer incurs any loss as a result of such transaction;

f) If the transaction details received do not contain the correct information to enable the Bank to render the Service;

g) If the Customer's receipt of funds is intercepted by due legal process or other encumbrance restricting the transfer; or



h) If any force majeure events occur which prevent the execution of the Customer's Instruction despite any reasonable precautions taken by the Bank.

10.4 Without limitation to any other provision the Bank its employees agents or contractors and its affiliates shall not be liable for and in respect of any loss or damage whether direct indirect or consequential including but not limited to loss of revenue profit business contracts anticipated savings or goodwill loss of use or value of any equipment including software whether foreseeable or not suffered by the Customer or any person howsoever arising from or relating to any delay interruption suspension resolution or error of the Bank in receiving and processing an instruction and in formulating and returning responses or any failure delay interruption suspension restriction or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any Cellular Service Provider and the Bank's system or any breakdown interruption suspension or failure of the telecommunication equipment of the illegal or improper use of the Service by the Customer.

10.5 The Bank will not be liable for any unauthorized use of any Password (s) given to the Customer or Mobile Phone Number or for any fraudulent duplicate or erroneous instructions given using the Customer's Password and Mobile Phone Number.

10.6 The Customer shall update himself on the features of all products provided through the Service and the Bank shall not be liable to the Customer for any failure and or oversight on the part of the Customer to update himself.

10.7 The Customer agrees that when using the Service the Customer remains subject to the terms and conditions of existing contracts with the Cellular Service Providers and that these B-Mobile Terms and Conditions do not amend or supersede any of those agreements.

10.8 The Customer agrees that only the Cellular Service Provider is responsible for its products and services. The Customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection or SIM card or Mobile Phone Device through which the Service is availed and the Bank accepts no liability or responsibility in this regard. Accordingly the Customer agrees to resolve any problems with the Cellular Service Provider directly without involving the Bank.

## 11. AUTHORITY TO BANK

11.1 The Customer irrevocably and unconditionally authorizes the Bank to access the Account and the Customer's transaction records or Personal Information (held by the Bank or by any of the Cellular Service Providers) to enable the provision of the Service.

11.2 The Customer agrees with the Bank that the Bank may:

(a) Hold and process by computer or otherwise any information obtained about the Customer;

(b) Include personal data in the Bank's systems which may be accessed by other companies in the Bank's group for credit assessment statistical analysis including behaviour and scoring and to identify products and services (including those supplied by third parties) which may be relevant to the Customer; and

(c) Permit other companies within the Bank's group to use personal data and any other information it holds about the Customer to bring to its attention products and services which may be of interest to the Customer.

11.3 The Customer further agrees that the Bank may disclose his/her personal data and/or information relating to the assets business or affairs of the Customer outside the Bank's group whether such personal data and/or information is obtained after the Customer ceases to be the Bank's client or during the continuance of the bank-customer relationship or before such relationship was in contemplation:

(a) To the Cellular Service Providers;

(b) To any third parties contracted by the Bank to enable the Bank render the Service;

(c) For fraud prevention purposes;

(d) To licensed credit reference agencies or any other bank or financial institution;

(e) To its external lawyers auditors and other sub-contractors or persons acting as the Bank's agents;

(f) To any person who may assume the Bank's rights;

(g) If the Bank has a right or duty to disclose or is permitted or compelled to do so by law; and/or

(h) For the purpose of exercising any power remedy right authority or discretion relevant to these B-Mobile Terms and Conditions or the General Terms and Conditions.

11.4 The Customer acknowledges and agrees that notwithstanding the terms of any other agreement between the Customer and the Bank a disclosure of information by the Bank in the circumstances contemplated by this clause does not violate any duty owed to the Customer either in common law or pursuant to any agreement between the Bank and the Customer or in the ordinary course of banking business and the customs usage and practice related thereto and further that disclosure as aforesaid may be made without reference to or further authority from the Customer and without inquiry by the Bank as to the justification for or validity of such disclosure.

## 12. WARRANTY

12.1 Notwithstanding any term or condition herein contained the Bank makes no express or implied warranty with respect to the Service including without limitation to any warranties of non-infringement of third party rights title marketability satisfactory quality or fitness for a particular purpose.

12.2 The Bank does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Service.

## 13. CORRECTION OF ERRORS

The Bank reserves the right without prior notice to the Customer to correct any entries made on the Account by mistake.

## 14. REMEDIES AND WAIVERS

No delay or omission on the part of the Bank in exercising any right or power or remedy shall impair such right or power or remedy and any single or partial exercise shall not preclude any other or further exercise of any such right or power or remedy or the exercise of any other right or power or remedy. The rights and remedies of the Bank are cumulative and not exclusive of any right or remedy provided by law.

## 15. SEVERABILITY

Any Provision of These "B-Mobile Terms and Conditions" held by a Court of Competent Jurisdiction to be contrary to any Law shall be severed from these "B-Mobile Terms and Conditions" but such severance shall not render the remaining provisions ineffective. The remaining provisions will remain in full force and effect.

## "B-WEB" TERMS & CONDITIONS

These B-Web Terms and Conditions govern the use of the Bank's internet banking services and products and shall become effective between the Customer and the Bank at the time of registration for the B-Web Service or at the time of access of the service whichever happens first. These B-Web Terms and Conditions shall prevail over the General Terms and Conditions in relation to internet banking services should a conflict arise.

## 1. DEFINITIONS

The following words and expressions shall bear the following meanings:

**User:** means the Customer or a person nominated by the Customer. Where the Customer is a corporate entity, the User means officers duly nominated or authorized by the corporate entity to act on its behalf.

**Electronic signature:** means data in electronic form generated by a Digipass attributable to a particular User and used to identify that User in relation to the message or instruction and to indicate the User's approval and the integrity of the information or instruction contained in the message or instruction.

**Digipass:** means a device that generates an electronic signature.

**Login credentials:** means identify data used by a User to access the non-transactional aspects of the B-Web Service. The initial Login Credentials are provided to the Customer by the Bank.

## 2. THE B-WEB SERVICE

2.1 The B-Web Service enables the Customer:

a) to obtain bank statements or to check the balance on current and savings accounts;

b) to view recent or past transactions made on current and savings accounts within a period of six (6) months from the date of activation of B-Web Service or the preceding six (6) months whichever is most recent;

c) to make internal account payments;

d) to make domestic payments; and

e) to make international payments.

### 2.3 Transactional Limits

The Bank shall set individual or daily transactional limits provided that the Bank may from time to time on application of the Customer approve higher transactional limits.

The Customer agrees and understands that instructions to effect transactions exceeding the transaction limits will be rejected by the Bank and the Customer shall be notified of the rejection.

2.4 The Bank reserves the right to vary or enhance the B-Web service from time to time provided that the Bank shall give the Customer at least thirty (30) days' notice before any material changes, variations or enhancements to the B-Web Service become effective.

2.5 The Bank may suspend the B-Web Service whether generally or specifically in relation to a Customer if:

a) The Bank has reason to believe or acting upon any instructions of a customer that the operation of the B-Web Service may lead to a direct or indirect loss to the Bank;

b) The Bank requires an indemnity from the Customer before continuing to operate the B-Web Service and the Customer delays in or does not provide such indemnity;

c) The Customer fails to comply with any rules or regulations of the Republic of Kenya regarding the use of the B-Web Service; or

d) The Customer fails to observe any of the B-Web Terms set out herein.

## 3. SUBSCRIPTION OF THE B-WEB SERVICE

3.1 The Customer shall apply for subscription to the B-Web Service by an application in writing.:-

3.2 The Bank shall subject to undertaking the Know Your Customer checks, provide the Customer with a Digipass, a protective cover, an initial pin code or initial Login Credentials, the User's Manual, and a link from which to download the B-Web software.

3.3 The Customer shall upon receipt of the Digipass or initial Login Credentials from the Bank download and install the B-Web Software on his/her/its computer.

3.4 The Customer shall then login into the B-Web Service and immediately change the pin code and in the case of Login Credentials change the login Credentials provided by the Bank. The Customer shall not disclose his/her new pin code or Login Credentials to any unauthorized person and shall ensure that any User does not disclose the pin code or Login Credentials to any unauthorized person;

3.5 The Bank retains all copyright and intellectual property rights in the B-Web platform, all material including logos and other graphics and multimedia works published on or via the communication system and may under no circumstances be modified or copied without the written permission of the Bank.

## 4. DURATION & TERMINATION

4.1 The B-Web Terms shall apply from the date copies of the B-Web Terms and the application form duly signed by the Customer are received by the Bank.

4.2 The B-Web Terms will continue to apply until either the Bank or the Customer issues prior reasonable notice to the other electing to terminate the use of the B-Web service.

4.3 The Customer may terminate the B-Web Service upon Fourteen (14) days' notice to the Customer.

4.4 The Bank may terminate the B-Web Service if the Customer fails to use the B-Web Service or the Bank accounts associated with the B-Web Service for a period of not less than six (6) months.

4.5 The Bank reserves the right to terminate the Service or suspend the Customer's use of the B-Web Service without notice for any of the following reasons:

a) To protect the security of the B-Web Service or the Bank's systems;

b) If the Bank suspects there may be unauthorized, unlawful or fraudulent use of the B-Web Service or the Customer's security details or signature;

c) On the death of the Customer when brought to the notice of the Bank;

d) If use/access of the B-Web Service is prohibited by law or an order of a Court or by a regulatory authority.

## 5. SECURITY

The Customer agrees that he/she will:

a) Access the B-Web Service through a computer on which the Customer has installed security software including a firewall, anti-spyware and anti-virus software applications. The Customer further agrees that it is the Customer's responsibility to ensure that all security software operating systems and browsers are maintained and updated on a regular basis;

b) Keep secure the personal computer used to access the B-Web Service;

c) Comply with all instructions issued by the Bank to the Customer from time to time with regard to the B-Web Service.

## 6. MAINTENANCE & REPLACEMENT OF THE DIGIPASS

6.1 The Bank will replace at no cost to the Customer any Digipass in the event the Digipass fails within one month of the date on which the Digipass is issued to the Customer. The Customer agrees that any replacement of the Digipass after one month from the date the Digipass is issued to the Customer shall be at the expense of the Customer.

6.2 Any Digipass stolen, lost or damaged as a result of the Customer's failure to take adequate precautions to ensure its safekeeping will be replaced at the expense of the Customer.

6.3 The Customer is responsible for replacing the Digipass battery every time the "Battery low" message appears on the Digipass screen. The Customer understands that any failure to replace the battery in time when it is low will render the Digipass permanently inoperative.

6.4 The Customer is responsible for the proper use and installation of the Digipass and shall ensure that such use complies with specifications and configurations in the User Manual. The Bank shall not be liable for damage caused to the Digipass during or after the use of the B-Web Service.

## 7. CUSTOMER'S OBLIGATIONS & RESPONSIBILITIES

The Customer;

7.1 Shall use the Digipass and the B-Web Service in accordance with the B-Web Terms and Conditions;

7.2 Shall use the Digipass for all instructions sent to the Bank using the B-Web Service;

7.3 Is responsible for the safety of the Digipass and pin code and undertakes not to disclose the pin code enabling the use of the Digipass or any information enabling access to the B-Web Service to a third party.

7.4 Shall notify the Bank as soon as it comes to his/her attention or suspects that the pin code or Digipass have been lost, stolen or misused. The Bank shall on receipt of such notification immediately disable the use of the Digipass;

7.5 Acknowledges sole responsibility and liability for the use of the Digipass and undertakes to bear replacement costs and the cost of any damage whatsoever, either direct or indirect, resulting from the incorrect, improper, illicit or unlawful use of the Digipass, either by the Customer or a Nominated User or by third parties.

7.6 Shall not cancel or withdraw instructions issued through the B-Web Service; and

7.7 Is responsible for the proper operation of the computer, computer equipment and internet access points or devices.

## 8. OWNERSHIP & USE OF THE DIGIPASS/E-TOKEN

8.1 The Digipass is the property of the Bank and shall remain the property of the Bank for the period of use by the Customer.

8.2 The Bank may at any time request the Customer to return the Digipass:

a) If the accounts associated with the Digipass are closed for whatever reason;

b) If the security of the B-Web service or if technical problems occur and in the opinion of the Bank it is prudent to request the return of the Digipass issues;

c) If the Digipass reaches the end of its useful life, or is defective or damaged;

d) If the B-Web Service is terminated by either the Customer or the Bank.

8.3 Should the Customer retain the Digipass despite the Bank's request to return it to the Bank, the Customer shall be liable for any use of the Digipass and all damages (direct and indirect) losses expenses including legal fees incurred by the Bank as a result of the Customer's failure or refusal to return the Digipass and the Customer agrees to indemnify and hold harmless the Bank for any loss, damage, expense resulting therefrom.

## 9. ELECTRONIC SIGNATURE

9.1 The electronic signature validated by the Bank constitutes valid and irrefutable proof of the identity of the user and the integrity of the instruction.

9.2 The Customer must within Fourteen (14) days of receipt of the statement of account notify the Bank of any error in the statements. If no objection is raised, the Customer is deemed to have approved the booking and the transactions as they appear on the statement.

## 10. THE BANK'S OBLIGATIONS & RESPONSIBILITIES

10.1 The Bank shall verify the Customer's electronic signature and once satisfied that the electronic signature originates from the Digipass issued to the Customer, the Bank shall consider the electronic signature and instructions authentic.

10.2 The Bank will make reasonable efforts to ensure the B-Web service is available at all times except when the system is being updated or undergoing maintenance.

10.3 The Bank shall process all instructions received between 08:30 hours and 16:00 hours the same day. Any instructions received after 16:00 hours will be processed on the next business day.

10.4 The Bank shall not execute any instruction sent and received through the B-Web Service without an electronic signature.

## 11. LIMITATION OF LIABILITY

11.1 Subject to the provisions of this Condition until the Bank receives written notification that the Digipass has been stolen or lost, the Customer shall be liable for any use of the B-Web Service.

11.2 The Bank shall take all reasonable steps and expend all reasonable effort necessary for the proper operation of the B-Web Service. The Bank shall not be liable for failures, disruptions or operating difficulties, in part or in full, for any cause that is beyond the Bank's reasonable control. This includes, in particular, any suspension of the Service resulting from system failures or maintenance and upgrades to our systems or those of any party used to provide the B-Web Service.

11.3 The Bank shall not be liable for any damage, loss (whether direct or indirect) attributable to the failure of the internet network or telecommunications and neither shall the Bank accept any liability for the transmission of information from the Customer's computer or access point. The Bank shall not be a party to any dispute which may arise between the Customer and the internet service provider or telecommunications operator.

11.4 The Bank shall not, to the extent permitted by law, be liable to the Customer for any loss howsoever arising except, and without prejudice to the reasonable offer expended by the Bank, in cases of fraud or negligence attributable to the Bank.

## 12. INDEMNITY

The Customer agrees to indemnify the Bank against any loss or damage the Bank may suffer due to any claim, demand or action of any kind brought against the Bank arising directly or indirectly out of the Customer's and/or the Customer's Nominated Users' failure:

a) To observe their obligations under these B-Web Terms;

b) To keep the Digipass safe; or

c) To act prudently and with care or in line with these B-Web Terms.

## 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 email.

2. THAT the Bank is HEREBY authorized from time to time, without further instructions from the Customer, to send E-Statements to the email 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 email addresses, errors, mis-statement, fraud and/or unauthorized interventions by third parties) inherent and associated with receiving statement of account electronically via email and with full knowledge 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 EStatement Application Form or such other persons as the Customer may from time to time designate, are the authorized recipients of EStatements 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 email 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 email 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 or 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.

**DECLARATION AND ACCEPTANCE OF THE TERMS AND CONDITIONS**

1. I/we accept the above Terms and Conditions governing the Bank-Customer relationship and various products/services offered by the Bank and hereby undertake to comply with and fulfill the above Terms and Conditions at all times as long as I/we maintain an account with the Bank and or utilize the various products/services offered by the Bank.

2. I/We understand and agree that the account is opened / deposits are accepted in accordance with the directives laid down by its statutory regulators from time to time.

3. I/We accept that the Bank may utilize any of my/our contact details, as set out herein, to provide me with information on the Bank's new products and offers.

4. I/We confirm:

a) That I/we have received and read the General Terms and Conditions ( a signed copy of which is in my/our possession) governing the account(s) that I/we shall open with the Bank and agree to comply with them and/or any other rules that may be in force from time to time;

b) That I/we have advised a Bank Official of my/our specific needs, I/we have been informed of all the available products and services that the Bank has on offer and that I/we choose the above mentioned product/account as the most suitable for my/our needs;

c) That a Bank Official has explained and I/we understand the nature of the product that I/we have chosen;

d) That I/we have been informed of the fees, charges, costs, relevant interest rates and other financial or other obligations that I/we shall have to bear in the use of the Bank's products and services and confirm that I/we authorize the Bank to debit my/our account(s) with the same;

e) That I/we have been informed of the product(s)/ service(s) on promotion for which a commission is payable to the introducing Bank official;

f) That I/we have been granted sufficient time to think over the product/service and that of my/our own free will and volition make a deliberate decision to take up the product/service and to sign the General Terms and Conditions;

g) That I/we shall promptly inform the Bank of any change to any or all of my/our contact details provided herein;

h) That I/we have read and understood BANK OF AFRICA's tariffs and Key Fact Documents) and agree to abide by the same. The rules and tariffs are subject to change upon notice;

i) That I/we hereby agree that BANK OF AFRICA shall share all the information about my / our account / deposits with its Group companies;

j) That I/we authorize BANK OF AFRICA to deduct/debit my/our account for any tax as the law may require;

k) That I/we have been made aware of the importance of providing relevant, accurate and available information to the Bank and the declarations given in this form by me/us are true and I/we shall be held responsible for the same at all times.

**Signed by me/us**

This..... day of..... 20.....

Signature.....

Name.....

Date.....

Signature.....

Name.....

Date.....

Signature.....

Name.....

Date.....