

## BOA WEB APPLICATION FORM

I/Wish to register as a user of 'BOA Web', Bank of Africa's Internet Banking Service.

Name of the Applicant: (For Retail Customer Only)

\_\_\_\_\_  
 Surname First Name Middle Name

Name/Title of the Company/Partnership/Sole Proprietorship:\_\_\_\_\_

Postal Address\_\_\_\_\_ Code\_\_\_\_\_ Email Address\_\_\_\_\_

Tel: No\_\_\_\_\_

### ACCOUNT(S) TO BE INCLUDED

| Account No.             | Account Description (Account Title) | Type of Account | Currency  |
|-------------------------|-------------------------------------|-----------------|-----------|
| 1. <input type="text"/> | _____                               | _____           | ( _____ ) |
| 2. <input type="text"/> | _____                               | _____           | ( _____ ) |
| 3. <input type="text"/> | _____                               | _____           | ( _____ ) |
| 4. <input type="text"/> | _____                               | _____           | ( _____ ) |

## USER INFORMATION (Required to activate your account)

| Full Name of User. | Account<br>(1,2,3) | Mode of<br>operation<br>(Single/Joint...) | Access Options<br>(View only,<br>Initiating payments<br>only or All Rights) | Maximum<br>Transaction<br>Amount | Client Email |
|--------------------|--------------------|---|---|----------------------------------|--------------|
|                    |                    |   |   |                                  |              |
|                    |                    |   |   |                                  |              |
|                    |                    |   |   |                                  |              |
|                    |                    |   |   |                                  |              |
|                    |                    |   |   |                                  |              |
|                    |                    |   |   |                                  |              |

All account owners or authorized signers must sign below.

I/We understand that submission of this form only constitutes application for enrolment in the Services. I/We have read the Bank of Africa BOA Web Online Banking Terms and Conditions on Internet Banking Service and the terms are acceptable to me/us. I/We understand that the Bank may, at its sole discretion, request for additional documentation from me/us to complete this enrolment process.

**SIGNATURES:** By signing below, I/We authorize THE BANK to issue temporary (login and/or transaction) passwords on my/our behalf which I/We will be forced to change to new private passwords the first time I/We log in to the system.

 \_\_\_\_\_  
 Signature

 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 Signature

 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 Signature

 \_\_\_\_\_  
 Date

## BOA WEB TERMS & CONDITIONS

These BOAWeb 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 BOAWeb service or at the time of access of the service whichever happens first. These BOAWeb Terms and Conditions shall prevail over 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 Google Authenticator 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.

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

### 2. The BOAWEB SERVICE

2.1 The BOAWeb 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 three (3) months from the date of activation of BOAWeb Service or the preceding three (3) months whichever is most recent.
- c) To make internal account payments;
- d) To make domestic payments;
- e) To make international payments.

### 2.2 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.

2.3 The Bank reserves the right to vary or enhance the BOAWeb service from time to time and updated on its website, [www.boakenya.com](http://www.boakenya.com) provided that the Bank shall give the Customer at least thirty (30) days' notice before any material changes, variations or enhancements to the BOAWeb Service become effective.

2.4 The Bank may suspend the BOAWeb 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 BOAWeb 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 BOAWeb 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 BOAWeb Service; or
- d) The Customer fails to observe any of the BOAWeb Terms set out herein.

### 3. SUBSCRIPTION OF THE BOAWeb SERVICE

3.1 The Customer shall apply for subscription to the BOAWeb Service by an application in writing.

3.2 The Bank shall subject to undertaking the Know Your Customer checks, provide the Customer with initial Login Credentials, the User's Manual, and a link from which to download the BOAWeb link.

3.3 The Customer shall upon receipt of initial Login Credentials from the Bank and access the BOAWeb site.

3.4 The Customer shall then login into the BOAWeb Platform and immediately change the password. The Customer shall not disclose his/her new password or Login Credentials to any unauthorized person and shall ensure that any User does not disclose the password or Login Credentials to any unauthorized person;

3.5 The Bank retains all copyright and intellectual property rights in the BOAWeb platform, all material including logos and other graphics and multimedia works published on or without the written permission of the Bank.

### 4. DURATION & TERMINATION

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

4.2 The BOAWeb 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 BOAWeb service.

4.3 The Bank may terminate the BOAWeb Service upon Fifteen (15) days' notice to the Customer.

4.4 The Bank may terminate the BOAWeb Service if the Customer fails to use the BOAWeb Service or the Bank accounts associated with the BOAWeb 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 BOAWeb Service without notice for any of the following reasons:

- a) To protect the security of the BOAWeb Service or the Bank's systems;
- b) If the Bank suspects there may be unauthorized, unlawful or fraudulent use of the BOAWeb Service or the Customer's security details or signature;

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

d) If use/access of the BOAWeb 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 BOAWeb 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 BOAWeb Service;

c) Comply with all instructions issued by the Bank to the Customer from time to time with regards to the BOAWeb Service.

### 6. CUSTOMER'S OBLIGATIONS & RESPONSIBILITIES

The Customer;

6.1 Shall use Google Authenticator for all instructions sent to the Bank using the BOAWeb Service;

6.2 Shall not cancel or withdraw instructions issued through the BOAWeb Service; and

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

### 7. ELECTRONIC SIGNATURE

7.1 The electronic signature issued by Google Authenticator and validated by the Bank constitutes valid and irrefutable proof of the identity of the user and the integrity of the instruction.

### 8. THE BANK'S OBLIGATIONS & RESPONSIBILITIES

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

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

8.3 The Bank shall not execute any instruction sent and received through the BOAWeb Service without an electronic signature.

## 9. LIMITATION OF LIABILITY

9.1 The Bank shall take all reasonable steps and expend all reasonable effort necessary for the proper operation of the BOAWeb 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 BOAWeb Service.

9.2 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.

9.3 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.

The Customer shall complete and sign both copies of the contract and return them to the bank together with a copy of these general Terms and Conditions, also signed.

The Customer states that they have read these General Terms and Conditions and are in agreement with them.

\_\_\_\_\_  
SIGNATURE OF THE CUSTOMER (ORIGINAL).

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF THE CUSTOMER (ORIGINAL).

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF THE CUSTOMER (ORIGINAL).

\_\_\_\_\_  
DATE

USER INFORMATION (To Be Completed by Bank)

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

Officer: \_\_\_\_\_

Branch: \_\_\_\_\_

## 10. INDEMNITY

10.1 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 BOAWeb Terms;

b) To safeguard the password issued to them by the system;

c) To act prudently and with care or in line with these BOAWeb Terms.

10.2 You acknowledge to and agree that you are personally responsible for your conduct while using the Services and agree to indemnify and hold the Bank, its officers, directors, employees, shareholders, subsidiaries, affiliates, agents and third party service providers harmless from and against any losses, damages, liabilities cost or expense of any kind.