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AS USED HEREIN, THE TERMS "YOU" AND "USER" SHALL MEAN ANY VISITOR TO THE WEBSITE. THE TERMS "US", "WE" AND/OR "BANK OF AFRICA" SHALL MEAN BANK OF AFRICA - KENYA LIMITED.

You are strictly prohibited from unauthorized use of our systems or this website, including but not limited to unauthorized entry into our systems, misuse of passwords, or misuse of any information posted to this Website.

Use of this Website may be monitored, tracked and recorded. Anyone using this Website expressly consents to such monitoring, tracking and recording.

You agree with us that we may:

- (a) Hold and process, by computer or otherwise, any information obtained about you;
- (b) Include personal data in our systems which may be accessed by other companies in our group for credit assessment, statistical analysis including behavior and scoring and to identify products and services (including those supplied by third parties) which may be relevant to you; and
- (c) Permit other companies within our group to use personal data and any other information we hold about you to bring to your attention products and services which may be of interest to you.

You further agree that we may disclose your personal data and/or information relating to you, your assets, business or affairs outside our group:

- a) For fraud prevention purposes;
- b) To our external lawyers, auditors and other sub-contractors or persons acting as our agents;
- c) To any person who may assume our rights hereunder;
- d) If we have a right or duty to disclose or are permitted or compelled to do so by law; and
- e) To any licensed credit reference agency.

You acknowledge and agree that, notwithstanding the terms of any other agreement between you and us, a disclosure of information by us in the circumstances contemplated by this clause does not violate any duty owed to you either in common law or pursuant to any agreement between us and you 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 you and without inquiry by us as to the justification for or validity of such disclosure.

You consent to the transmission, transfer or processing of such information to, or through, any country in the world, as we deem necessary or appropriate, and by using and providing information through this Website, you agree to such transfers.

You agree that (i) you will not engage in any activities related to this Website that are contrary to applicable law, regulation or the terms of any agreements you have with us, and (ii) in circumstances where locations of this Website require identification for access, you will establish commercially reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals. You agree that you will not use any robot, spider, other program, automatic device or manual process to monitor or copy our Website, data or the content contained herein or for any other unauthorized purpose without our prior express written permission.

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Nothing on this Website should be construed as granting any license or right to use any trademark without the prior written consent of BANK OF AFRICA – KENYA Limited and/or that of third parties, as the case may be.

LIMITATION OF LIABILITY

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or completeness of this information and materials and expressly disclaim liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

We do not warrant or represent that access to the whole or part(s) of this Website, the materials, information and/or functions contained herein will be provided uninterrupted, timely, secure or error-free or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Website or any of the materials contained therein is done at your own discretion and risk. If the material is provided by third parties, we shall not be held responsible for any such third party material.

The materials, information and functions provided in this Website shall not under any circumstances be considered or construed as an offer or solicitation to sell, give, issue or as the giving of any advice in respect of any form of investment or other securities, loans, or deposits in any jurisdiction. You shall be responsible for evaluating the quality, adequacy, timeliness and usefulness of all services, content, advice, opinions and other information obtained or accessible through the Website. You should seek professional and/or legal advice at all times and obtain independent verification of the materials and information provided herein prior to making any investment, business or commercial decision based on any such materials or information.

Under no circumstances will we be liable for any lost profits, lost opportunity or any indirect, consequential, incidental, special, punitive, or exemplary damages arising out of any use of or inability to use this Website or any portion thereof, regardless of whether we have been apprised of the likelihood of such damages occurring and regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise. Any dated information is published as of its date only or, if no date is stated, the date of first posting.

POTENTIAL DISRUPTION OF SERVICE

You shall be responsible for obtaining and maintaining all telephone, computer hardware, software, and other equipment needed to access and use this Website

Access to this Website may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- Hardware failure, including, among other things, failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of fire walls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- Overload of system capacities;
- Damage caused by severe weather, earthquakes, wars, insurrection, riots, terrorism, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- Interruption (whether partial or total) of power supplies or other utility of service;
- Strike or other stoppage (whether partial or total) of labor;
- Governmental or regulatory restrictions, court or tribunal orders or other human intervention; or
- Any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond our control.

If access to this Website is unavailable, delayed or limited, or if this Website does not operate quickly and efficiently, you may be unable to transmit your instructions for transactions and other matters, or such instructions may not be promptly executed or you may be unable to retrieve information on a timely basis. If your operations are dependent on such communications with us, and such communications are disrupted or delayed, you may suffer losses. BANK OF AFRICA – KENYA Limited shall not be liable for any such loss.

LINKS TO OTHER SITES

Links to unaffiliated websites are provided solely as pointers to information on topics that may be useful to users of this Website, and we have no control over the content on such unaffiliated websites. If you choose to link to a website we do not control, we make no warranties, either express or implied, concerning your use of or inability to use such site, the content of such site, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose, nor do we warrant that such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination.

We do not guarantee the authenticity of documents on the internet. Links to unaffiliated sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information, or services offered at such sites, or any representation regarding the content at such sites and we expressly disclaim any such endorsement or representation. In addition, these third party websites may have a privacy policy or security practices different from this Website so it is important to read the policies of those sites before sharing your personal information.

ADVERTS AND SPONSORED LINKS

This website may contain sponsored links and adverts. These will typically be served through our advertising partners, who in turn may have detailed privacy policies relating directly to the adverts they serve.

Clicking on any such adverts will send you to the advertiser's website through a referral program which may use cookies and will track the number of referrals sent from this website. This may include the use of cookies which may in turn be saved on your computer hard drive. You should therefore note that you click on sponsored external links at your own risk and we cannot be held liable for any damages or implications caused by visiting any external links mentioned.

SOCIAL MEDIA PLATFORMS

You are advised to use social media platforms wisely and communicate / engage in them with due care, regard and caution being taken with respect to your privacy and personal details. We shall not ask for personal or sensitive information through social media platforms and encourage users wishing to discuss sensitive details to contact them through primary communication channels such as by telephone or email.

ENFORCEABILITY

In the event any of the terms or provisions of these terms and conditions shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These terms and conditions shall be subject to any other agreements you have entered into with BANK OF AFRICA – KENYA Limited.

GOVERNING LAW

Use of this Website shall be governed by all applicable laws of the Republic of Kenya.