TERMS AND CONDITIONS BETWEEN

(1) The Co-operative Bank of Kenya Limited a body corporate incorporated under the Companies Act (Cap 486 of the Laws of Kenya) and duly licensed to carry on banking business under the Banking Act (Cap 488) and whose registered office is at Co-operative House, Nairobi Kenya and of Post Office Box Number 48231, G.P.O. 00100, Nairobi (hereinafter called “the Bank”) of the First part.

And

(2) The Customer of the Second part.

WHEREAS:

(a) The Bank directly and/or through the Branch and/or the Bank Subsidiary/ies currently providers of Banking services to the Customer.

(b) The parties intend that the Bank shall provide certain banking services electronically to the Customer subject to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words shall have the following meanings:

"Jumbolink" An automated payment processing system

“Bank” The Co-operative Bank of Kenya Limited a body corporate incorporated Under the Companies Act (Cap 486 of the Laws of Kenya) and duly licensed to carry on banking business under the Banking Act (Cap 488) and includes such Branch or Subsidiaries of the Bank as shall from time to time be specified to the Customer.

“Banking Day” A day upon which the counters of the Branch and/or the Bank Subsidiary/ies (as applicable) are open for the transaction of ordinary business.

“Bank Subsidiary/ies” The subsidiary or subsidiaries of the Bank, which may from time to time be specified by the Bank to the Customer.

“Branch” A branch or branches of the Bank, which may from time to time be specified by the Bank to the Customer.

“Customer” The Banks customer whose details are set out the Jumbolink Customer and User Set-up Form (Form EB/02)

“Customer Group” The Customer and where the Customer is a company, its holding
company (if any) and their respective subsidiaries from time to time;

“Service” Shall refer to the services as stipulated in Paragraph 1.3. The Jumbolink Service will be provided in the manner set out in the Service Materials supplied by the Bank, or as communicated in writing by the Bank from time to time. The Customer agrees to utilise the Service only in accordance with the Service Materials.

“Service Addendum” An addendum which will amend or replace all or part of the Customer and User Set-up Form setting out the terms of any additional Service, any changes to the Service or to the charges for the Service, as advised to the Customer by the Bank from time to time, such addendum replacing the then existing application form or relevant part once it has been received by the Customer in accordance with the terms of paragraph 8

“Service Materials” Any materials provided to the Customer by the Bank from time to time in connection with the Service;

“Valid Request” A request or instruction received by the Bank from the Customer through the Service and upon which the Bank is, by virtue of subparagraph 3.1 authorised to act.

1.2 In these Terms and Conditions:

1.2.1 References to “the Bank” shall include the Bank, its successors and assigns;

1.2.2 References to “the Customer” shall include the Customer, its successors and permitted assigns and references to a “subsidiary” shall mean a subsidiary undertaking within the meaning of Section 154 of the Companies Act, Cap 486 of the Laws of Kenya;

1.2.3 Where “the Customer” is more than one person, references to “the Customer” shall include all and/or any of such persons and the obligations of the Customer shall be joint and several;

1.2.4 Words in the singular shall include the plural and vice versa and words importing any gender shall include all other genders;

1.2.5 “Person” shall include a body of persons, corporate entity;

1.2.6 References to paragraphs and subparagraphs shall mean paragraphs and subparagraphs of these terms and conditions;

1.2.7 Words referring to parts or functions of the Service shall, unless otherwise defined in these terms and conditions, bear the meaning given to them in these Terms and Conditions.

1.3 The Service

I. Provision of the Service
The Service will be provided in the manner set out in the Service Materials supplied by the Bank or as communicated in writing by the Bank from time to time. The Customer agrees to utilise the Service only in accordance with the Service Materials.

II. Training

The Bank shall provide such training in the use of the Service for the Customer’s nominated staff at the Customer’s premises from time to time on such terms as shall be agreed in writing by the Bank with the Customer.

III. Other Aspects of the Service

a. Subject to paragraphs 3 and 6 of these Terms and Conditions, the Bank shall use reasonable skill and use all reasonable endeavours to be available to receive requests and instructions from the Customer during normal banking hours on Banking days of the Bank or at any relevant Branch or Bank Subsidiary/ies where information is required to be transmitted for the purposes of the Service, or at such times and on such days as may from time to time be notified in writing by the Bank to the Customer.

b. Any other service which shall from time to time be agreed to in writing by the Bank to form part of the Service will be incorporated into these Terms and Conditions by a Service addendum signed by the Bank and the Customer.

2. Customer’s Facilities and Customer’s Responsibilities

2.1 For the avoidance of doubt, the Customer is deemed to have made an offer to contract with the Bank upon the signing of the Jumbolink Customer and User Set-up Form and the Bank shall be deemed to have accepted the offer with the Customer after creating the user for web based payment system or desktop Jumbolink installation.

2.2 The Bank and the Customer shall prevent any access to or use of the Service by any person not authorised by the terms of these terms and conditions. The Bank and the Customer shall each ensure that none of the service materials in their possession are divulged or put into possession of any unauthorized person.

2.3 The Customer and the Bank shall take all reasonable precautions to detect any unauthorized use of the Service.

2.4 The Customer shall immediately inform the Bank by telephone with a written confirmation sent the same day in the event that:

2.4.1 The Customer has (or ought to have) reason to believe that unauthorised use of the Service has or may have occurred or could occur and transactions may have been fraudulently input.
2.5 The Customer shall not send or attempt to send any request or instruction to the Bank through the Service if the Customer has (or ought to have) reason to believe that for any reason such request may not be received by the Bank or may not be received accurately and intelligibly.

2.6 The Customer is fully responsible for maintenance of the integrity and correctness of data sent to the Bank for processing and fully indemnifies the Bank for processing of data that may have been tampered with at the Customer's end.

2.7 The Customer must inform the Bank through written instruction of changes to user credentials on its side. Such instructions must expressly be addressed to the Electronic Banking department of the Bank.

2.8 The Customer must inform the Bank through written instruction of changes to its account signing mandates at the Bank. Such instructions must expressly be addressed to the Electronic Banking department of the Bank.

2.9 The Customer must inform the Bank through written instruction of changes to its Director structure. Such instructions must expressly be addressed to the Electronic Banking department of the Bank.

3. **Irrevocable Authority of the Bank**

3.1 The Bank is authorized by the Customer to act on all Valid Requests and instructions. If the Customer requests the Bank to cancel any transaction or instruction after a request or instruction has been received by the Bank from the Customer, the Bank may at its absolute discretion cancel such transaction or instruction and thereafter give reasons for its action to the customer.

3.2 The Bank shall be entitled to accept and to act upon any Valid Request, and if that request does not contain all of the information required or is otherwise for any reason incomplete or ambiguous, the Bank shall be at liberty to seek further instructions or clarification from the customer before acting on such request.

3.3 The Bank shall not be obliged to accept or to act upon any Valid Request if to do so would require access to, action by, or information from the Branch, or any subsidiary of the Bank located in any jurisdiction where it is not a Banking Day at the relevant time when such access, action or information is required or would cause a breach of any existing mandated facility limit or agreement between the Bank, the Branch and/or any subsidiary of the Bank (as applicable) and the Customer.

3.4 In the event of any conflict between any terms of any Valid Request from the Customer or anything contained in the Product profile and the terms of these terms and conditions, the terms of these terms and conditions shall prevail. These terms and conditions and all authorizations and procedures agreed under these terms and conditions supplement and do not in any way override any other independent accounts or contracts with the Bank.

4. **Records of Transaction**

4.1 The Bank shall maintain a copy record of all requests and instructions received by it.
through the Service. As between the Customer and the Bank, the Bank’s copy of the record shall be conclusive evidence of the fact of receipt or non-receipt of a request and of the contents of such request.

5. **Charges**

5.1 The Customer shall pay for the Service in accordance with the rates of charge of the Bank set out in the Tariff Charges section of the Jumbolink Customer and User Set-up Form. Any revision in charges will be advised to the Customer in writing through postal mail or through the Company’s official email address as specified in the Jumbolink Customer and User Set-up Form. Any charges for other aspects of the Service not specifically provided for under the Tariff Charges section of the Jumbolink Customer and User Set-up Form shall be charged at rates agreed in writing between the Bank and the Customer.

5.2 The Customer shall, whenever applicable, pay any tax chargeable upon any sums payable by the Customer to the Bank and any other charges or duties levied on the Customer or the Bank by any governmental or statutory body relating to the provision of the Service.

5.3 In accordance with any existing mandate and terms of these terms and conditions the Bank is authorized to from time to time to debit any amounts payable by the customer under the provisions of subparagraphs 5.1 and/or 5.2 to any Subsidiary/ies (as applicable) in the name of the Customer.

6. **Exclusion of Liability**

6.1 The Bank shall not be liable to the Customer for acting on a valid request in accordance with the existing mandates given by the customer.

6.2 The Bank shall not be responsible for any loss suffered by the Customer should the Service be interfered with or be unavailable by reason of

   (a) any industrial action,
   (b) the failure of any of the Customer’s facilities, or
   (c) any other circumstances whatsoever not reasonably within the Bank’s control including, force majeure, terrorist or any enemy action, equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.

6.3 The Customer shall only be liable to indemnify the Bank for loss, which may be incurred by the Bank as a consequence of any breach by the Customer of the terms of these terms and conditions.

6.4 The Bank shall be liable to indemnify the Customer for any loss that may be incurred by it should the Service be interfered with or be unavailable for reasons other than those stated in subparagraph 6.2.

6.5 Except in respect of death or personal injury caused by the negligence of the Bank, the Bank shall be under no liability whatsoever in respect of any terms of these terms and conditions.
conditions or the performance thereof or any transactions effected by the Bank in response to any Valid Request

6.6 Any claim relating to a transaction must be made in writing within Fourteen (14) days from the date of the alleged transaction on which such claim is based.

7 Termination

7.1 If the customer has not transacted for a continuous period of a year, the service will be deemed to be no longer needed and therefore stand terminated.

7.2 To resume use of the service, the customer will be required to fill out new application forms and terms and conditions


8.1 The Customer shall not assign the benefit of these terms and conditions or any rights arising hereunder without the prior written consent of the Bank.

8.2 No waiver by the Bank of any breach by the Customer of any of the terms of these terms and conditions shall be effective unless it is an express waiver in writing of such breach. No waiver of any such breach shall waive any subsequent breach by the Customer.

8.3 The Customer acknowledges:

8.3.1 That it has not relied upon any representation, warranty, promise, statement of opinion or other inducement made or given by or on behalf of or purportedly by or on behalf of the Bank in deciding to enter into these terms and conditions; and that

8.3.2 No person has or has had authority on behalf of the Bank whether before, on or after the signing of these terms and conditions to make or give any such representation, warranty, promise, statement of opinion or other inducement to the Customer or to enter into any collateral or side agreement of any kind with the Customer in connection with the Service.

8.4 These terms and conditions supersedes all prior these terms and conditions, arrangements and understandings between the parties and constitutes the entire terms and conditions between the parties relating to the subject matter hereof. For the avoidance of doubt, nothing herein shall vary, discharge or in any other way affect or prejudice any security granted by the Customer or any third party in favour of the Bank in relation to any obligations of the Customer which may arise if any request from the Customer hereunder is acted upon by the Bank.

8.5 Any notice required to be given in writing under these terms and conditions and/or parts of these terms and conditions shall be sufficiently served if sent by registered post stamped and properly addressed as per address or official email address provided in the Jumbolink Customer and User Set-up Form.
8.5.1 To the customers Relationship Manager at Electronic Banking or to the Manager of any of the bank’s Branches or of the Bank at the address of Electronic Banking or the bank’s Branches, if to be served on the Bank; or

8.5.2 To the Customer at the address given for the Customer in the Jumbolink Customer and User Set-up Form if to be served on the Customer.

8.5.3 In reference to clause 8.5.2 above, notice shall be deemed to have been received at 4.00 p.m on the 5th working day following the day of posting notwithstanding that it is undelivered. In proving service it shall suffice to prove that the notice was properly addressed and posted.

9. **Confidentiality and Disclosure**

9.1 The Bank and Customer undertake to maintain the confidentiality of all Service Materials provided by either party in respect of any transaction, information or materials of any nature by either party in relation to the service. The Bank and the Customer agree to notify their agents, employees and/or sub-contractors of the provision of this paragraph and to impose this confidentiality requirement on its agents, employees and/or sub-contractors entering into separate terms and conditions, if necessary. The Bank and Customer shall be severally liable to compensate the aggrieved party for breach of this paragraph by itself, agents, employees and/or subcontractors.

9.2 The Customer hereby agrees that, if necessary for the provision of the Service, the Bank may disclose information about it to any member of the Bank Group or the Customer Group.

10. **Proper Law**

These terms and conditions shall be governed by and shall be construed according to the Laws of Kenya.

11. **Arbitration**

11.1 Any disputes arising between the parties hereto whether during the continuance of these terms and conditions or upon or after its determination touching on or concerning these terms and conditions or as to any other matter in any way connected with or arising out of or in relation to the subject matter of these terms and conditions, shall be referred to Arbitration by a single Arbitrator to be appointed by the terms and conditions between the Parties or in default of such agreement, by an Arbitrator appointed by the Chairperson for the time being of the Kenyan Chapter of Chartered Institute of Arbitrators.

11.2 The Arbitration proceedings and any award made therein shall be subject to and in accordance with the provisions of the Arbitration Act (No. 4 of 1995) or such other statutory modification or re-enactment thereof for the time being in force in Kenya. The costs of the Arbitration shall be borne equally between the parties hereto.

11.3 Subject as aforesaid either party shall have the right to seek legal redress in a court of competent jurisdiction either before or in lieu of Arbitration.
**Customer and User Set-up Form (Jumbolink)**

Date: ___________________________ (DD / MM / YYYY) Create ☐ Amend ☐ Delete ☐ Tick as appropriate

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>Postal code</th>
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<tr>
<td>Customer Address</td>
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<td>Physical Address</td>
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<tr>
<td>Official Telephone No.</td>
<td>Fax Number</td>
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<tr>
<td>Key contact person</td>
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<td>Official Email Address</td>
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**USERS TO BE CREATED**

1. Users created for ☐ Evolve ☐ Authenticate

<table>
<thead>
<tr>
<th>Name in Full</th>
<th>National ID / Passport Number</th>
<th>Official email address of the user</th>
<th>Tel No of the user</th>
<th>Role (Uploader /Authorizer/ Both)</th>
<th>User name allocated</th>
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2. Signing Mandate for the Organization as held by the Paying Bank (e.g. Any three Authorizers to sign)

<table>
<thead>
<tr>
<th>Name of User</th>
<th>Signature of User</th>
<th>Date Signed</th>
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Acceptance of Responsibility. (Please read and understand the notes below before signing for acceptance)

I understand the need to protect all passwords and other authenticators at the highest level of data they secure. I will not share password(s), account(s) or other authenticators with other co-workers or other personnel not authorized to access the system.

I understand that I am responsible and solely liable for all actions taken under my account(s) administrator or otherwise and that I undertake to indemnify the Co-operative Bank of Kenya Limited against all such losses occasioned by my use of the password(s) on my account(s). I will not attempt to hack the network or any connected information systems, or gain access to data to which I do not have access.

I accept responsibility for the User Name and Password as replicated in JUMBOLINK System. I understand that passwords should be strictly private and confidential and that password changes are recommended as frequently as possible. I will change my password on first login and immediately I suspect another person of knowing my password and inform Co-operative Bank relationship manager directly or through my line manager.

I understand that it is a mandatory requirement for the company signatories to communicate discontinued use of the user account for deletion of same from the system. I have read and understood the terms and conditions of use as published in the bank’s website (www.co-opbank.co.ke)
Customer and User Set-up Form (Jumbolink)

3. Declarations by the authorized Signatory(ies) as per Mandate Held

I/We hereby irrevocably authorize the above mentioned User(s), to upload/authorize (Delete as appropriate) payment files electronically. I/We further agree that all the transactions executed by the said User(s) through Jumbolink will be binding on me/us and further undertake to Indemnify the Co-operative Bank of Kenya Ltd against any losses that may be occasioned by use of the Password(s) or other authenticators.

I/We authorize you to debit my/our Account(s) given below in payment/ execution of the submitted files and towards any charges for providing the Jumbolink service.

We further declare that we have read and understood the Terms and Conditions hereto, a copy of which has been provided to me/us prior to signing for this service.

2. Internal Customer [ ] External Customer [ ]

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Branch/Bank</th>
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I/We understand that the User Name and Password for Jumbolink service will be mailed to the User’s email address as provided above at my/our risk and responsibility and their use is governed by the Terms and Conditions of Use.

<table>
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<tr>
<th>Name of Account Signatory in Full</th>
<th>National ID Number</th>
<th>Signature</th>
<th>Date Authorized</th>
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</table>

(Authorizers to confirm the role requested and authorization level before signing)

For Bank Use Only

3. Bank Sales Representative

<table>
<thead>
<tr>
<th>Staff Name</th>
<th>Branch/Department</th>
<th>DSO Code</th>
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</table>

4. E-Banking Assigned Relationship Manager (Input signature and stamp)

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Date Authorized</th>
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5. Information Security Approval (Input signature and stamp)

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<th>Name</th>
<th>Signature</th>
<th>Date Authorized</th>
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6. User Creation Details ICT Administrator (Input signature and stamp)

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Date Authorized</th>
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</table>
1. Tariff of Charges

All charges stated hereunder are exclusive of VAT and any other taxes or levies.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>Electronic funds transfer by the customer to their beneficiaries with</td>
<td>The charge will be......................... shillings (Kshs) only</td>
</tr>
<tr>
<td>accounts in Co-operative Bank of Kenya, other local Banks, Co-operative</td>
<td>per individual transfer. This amount will be paid by the..................</td>
</tr>
<tr>
<td>Societies or beneficiary mobile phones</td>
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Signed by duly authorized signatories:

Names ____________________________ )

Signed: ____________________________ )

Designation ______________________ )

Names ____________________________ )

Signed: ____________________________ )

Designation ______________________ )

Names ____________________________ )

Signed: ____________________________ )

Designation ______________________ )

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<th>COMPANY AUTHORIZATION</th>
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<tr>
<td>Company Name:</td>
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<td>P.O. BOX:</td>
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</table>

RE: CONFIRMATION OF AUTHORIZED SIGNATORIES

I, ____________________________ duly authorized to act on behalf of the Customer, hereby confirm that the listed signatories on the Jumbolink and Customer set-up form are duly authorized to commit and act on behalf of the Company/Partnership/Sole Proprietorship/Co-operative Society/Church/School/NGO/Government Ministry/Parastatal/MFI and any other legally recognized entity.

Name: ____________________________

Designation: ______________________

Signature: _________________________