

TERMS AND CONDITIONS FOR THE OPENING AND USE OF MOBILE MONEY ACCOUNT

1. THE AGREEMENT

- 1.1. This Agreement sets out the complete Terms and Conditions (hereinafter called "these Terms and Conditions") which shall be applicable to the Mobile Money Account (as hereinafter defined) opened by you (as hereinafter defined) with the Bank (as hereinafter defined).
- 1.2. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.
- 1.3. The Customer accepts and acknowledges that this is a legal and binding agreement between the Customer and the Bank once accepted by both parties.

2. DEFINITIONS

In these Terms and Conditions the following words and expressions (save where the context requires otherwise) bear the following meanings:

- 2.1 "Mobile Money Account" means a bank account held by a Customer with the Bank and which is opened and operated in accordance with the terms and conditions herein contained;
- 2.2 "Bank" or "Co-operative Bank" means The Co-operative Bank of Kenya Limited incorporated in Kenya as a limited liability company under the Companies Act and duly licensed as a bank under the Banking Act (Chapter 488 of the Laws of Kenya) and includes subsidiaries of the Bank as may from time to time be specified by the Bank to you;
- 2.3 "Customer" means the person in whose name the Mobile Money Account with the Bank is existing;
- 2.4 "Contact Centre" means the Bank's Customer Care Centre, branches or such other retail outlets or outlets as may be notified to the Customer by the Bank from time to time;
- 2.5 "E-Money" means the electronic monetary value depicted in your Mobile Money Account representing an equal amount of cash;
- 2.6 "Equipment" includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access the Network;
- 2.7 "IPRS" means the Integrated Population Registration System set up and maintained by the Government of Kenya under the Ministry of State for Immigration and Registration of Persons;
- 2.8 "KYC" means Know Your Customer.
- 2.9 "Mobile Money Account" means your mobile money store of value, being the record maintained by the Bank of the amount of E-Money from time to time held by you in the Mobile Money System;
- 2.10 "Mobile Money Menu" means the Menu on the Mobile Money System;
- 2.11 "Mobile Money PIN" means your personal identification number being the secret code used to access and operate the Mobile Money System and your Mobile Money Account;
- 2.12 "Mobile Money Service" means the money transfer and payments service provided by the Bank through the Mobile Money System;
- 2.13 "Mobile Money Subscriber" means any person registered to use the Mobile Money System to send or receive money or make payments;
- 2.14 "Mobile Money System" means the system operated by the Bank for the provision of the Mobile Money Service using the Network;
- 2.15 "Mpesa" means the Safaricom Kenya Limited mobile money transfer and payments service provided by the Bank through the Safaricom network;
- 2.16 "Mpesa PIN" means your personal identification number being the secret code used to access and operate the Safaricom Mobile Money System;
- 2.17 "Network" means the mobile cellular network operated by various mobile telecommunications networks;
- 2.18 "Request" means a request or instruction received by the Bank from you or purportedly from you through the Network and the System and upon which the Bank is authorized to act;
- 2.19 "Services" shall include any form of banking services or products that the Bank may offer you pursuant to this Agreement as shown in Appendix A and as you may from time to time subscribe to and "Service" shall be construed accordingly;

2.20 "SIM Card" means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the Mobile Money System;

- 2.21 "SMS" means a short customized message service consisting of a text message transmitted from one mobile phone to another;
- 2.22 "System" means the Bank's electronic banking and communications software enabling the Customer to communicate with the Bank for purposes of the Services. The System and the Services will for the purpose of this Agreement be accessed through the Mobile Money System;
- 2.23 "Transaction Fees" includes the Mobile Banking charges payable for the use of the Services as published by the Bank on the Bank's website and/or the daily newspapers in Kenya and/or in the Bank's branches outlets or by such other means as the Bank shall in its sole discretion determine. The Transaction Fees are subject to change at any time at the Bank's sole discretion;
- 2.24 "We," "our," and "us," means the Bank and includes its successors in title and assigns;
- 2.25 "You" or "your" means the Customer and includes your personal representatives and heirs;
- 2.26 The word "Customer" shall include the masculine and the feminine gender as well as juristic persons;
- 2.27 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.28 Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1 Before operating the Mobile Money Account via the MOBILE MONEY System you should carefully read, understand and accept these Terms and Conditions which will govern the use and operation of the Mobile Money Account.
- 3.2 If you do not agree with these Terms and Conditions, click "Decline" on the MOBILE MONEY Menu and you will not be allowed to operate your Mobile Money Account.
- 3.3 You shall be deemed to have read, understood and accepted these Terms and Conditions:-
- 3.3.1 upon clicking on the "Accept" option on the Mobile Money Menu requesting you to confirm that you have read, understood and agreed to abide with these Terms and Conditions; and/or
 - 3.3.2 by using or continuing to use and operate the Mobile Money Account.
- 3.4 By applying to open the Mobile Money Account with the Bank, you agree to comply with and be bound by these Terms and Conditions for the time being and from time to time in force governing the operation of the Mobile Money Account and you affirm that these Terms and Conditions herein are without prejudice to any right that the Bank may have with respect to the Mobile Money Account in law or otherwise.
- 3.5 These Terms and Conditions may be amended or varied by the Bank from time to time and the continued use of your Mobile Money Account constitutes your agreement to be bound by the terms of any such amendment or variation.
- 3.6 You acknowledge and accept that the Bank offers the Mobile Money Account only electronically and you agree to do business with the Bank and to operate the Mobile Money Account only via the Mobile Money System. Any query and complaint you may have relating to the Services shall be addressed to the Bank through the Contact Centre and through any Co-operative Bank Branch. For the avoidance of doubt, you acknowledge and accept that you will not be allowed or entitled to receive or demand the Services pertaining to the Mobile Money Account at any branch or branches of the Bank, or via the Bank's system unless and until you go through the stipulated KYC requirements or otherwise advised by the Bank in its sole discretion. You further acknowledge and accept that the Customer Care Centre is not a branch of the Bank or the Bank's Agent for purposes of conduction of banking business or transactions and that it will not act as such.

4. ACCOUNT OPENING

- 4.1 In order to open a Mobile Money Account with the Bank, you must be at least 18 years old with legal capacity to contract, and a registered and active Mobile Subscriber with a mobile service provider with which the Bank has an agreement with for the provision of this service. The Bank reserves the right to verify with the IPRS the authenticity of your details.

- 4.2 You may open a Mobile Money Account solely by way of an electronic application made by you using your Equipment via the Mobile Money Menu on the Mobile Money System.
- 4.3 You hereby agree and authorize the Bank to request IRPS for your personal information held by IRPS pursuant to the agreement between you and Co-operative Bank for the provision of Mobile Banking products and services including your phone number, name, date of birth, ID or Passport Number and such other information that will enable the Bank to identify you and comply with the regulatory KYC requirements (together the “Personal Information”). You also hereby agree and authorize the Bank to request IRPS for information relating to your ID as the Bank shall require for purposes of providing you the Services. You hereby consent to the disclosure of the Personal Information by IRPS to the Bank and to the aforesaid use of the Personal Information by the Bank.
- 4.4 You hereby agree and authorize the Bank to obtain and procure your Personal Information contained in the IRPS from the Government of Kenya and you further agree and consent to the disclosure and provision of such Personal Information by the Government of Kenya to the Bank.
- 4.5 You hereby further acknowledge and authorize the Bank to verify your Personal Information received from Mobile Network pursuant to Clause 4.3 against the information received from the Government of Kenya in your respect as contained in the IRPS.
- 4.6 The Bank reserves the right to request for further information from you pertaining to your application for a Mobile Money Account at any time. Failure to provide such information within the time required by the Bank may result in the Bank declining to accept your application for a Mobile Money Account.
- 4.7 Acceptance by the Bank of your application for a Mobile Money Account shall be done via SMS sent to the Mobile Phone Number associated with your Mobile Money Account. You acknowledge and accept that the acceptance by the Bank of your application for a Mobile Money Account does not create any contractual relationship between you and the Mobile Network beyond the terms and conditions that apply to your Mobile Money Account from time to time.
- 4.8 The Bank reserves the right to decline your application for a Mobile Money Account or to revoke the same at any stage at the Bank’s sole discretion and without assigning any reason or giving any notice thereto.

5. TYPES OF ACCOUNT

As a holder of a Mobile Money Account, you will be entitled, subject to these Terms and Conditions, to operate a Mobile Money deposit account (hereinafter the “Mobile Money Deposit Account”) into which you may transfer money from your Mobile Money Account and/or make withdrawals there from into your Mobile Money Account, and/or to borrow money from the Bank as follows:

5.1 Mobile Money Deposit Account

- 5.1.1 As a holder of the Mobile Money Deposit Account, you may make deposits into or withdrawals from and transact on your Mobile Money Deposit Account using the Mobile Money Menu on your Equipment. The transaction fees payable to the Bank and/or Mobile Network for transactions effected in respect of your Mobile Money Account from time to time will apply to any transactions effected in respect of your Mobile Money Account using the Mobile Money System.

5.2 Mobile Money Loan Account

- 5.2.1 As a holder of the Mobile Money Loan Account, you may, subject to these Terms and Conditions, apply for a loan from the Bank using the Mobile Money Menu on your Equipment.
- 5.2.2 Where you apply for a loan from the Bank, your application shall be appraised according to the applicable loan appraisal processes of the Bank. The Bank reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan.

- 5.2.3 Subject to approval of your application for a loan the Bank shall disburse to you a loan of an amount to be determined by the Bank in its sole discretion subject to a minimum and maximum amount as indicated in Appendix B hereinafter or such other minimum or maximum amount as the Bank may from time to time in its sole discretion determine (the "Loan"). The Loan disbursed shall be pegged to the loan product applied for and advanced to the Customer.
- 5.2.4 The proceeds of the Loan shall be credited into your Mobile Money Loan Account subject to any deductions on account of applicable Transaction Fees.
- 5.2.5 You shall repay the Loan within the stipulated number of days after disbursement of loan as per the Appendix B below.
- 5.2.6 In consideration of the Bank granting you the Loan, you shall pay the Bank a facility fee being a percentage of the Loan amount as indicated in Appendix B (the "Facility Fee"). The Facility Fee shall either be recovered upfront or in arrears in addition to the Loan, dependent on the Loan product.
- 5.2.7 You shall make all payments due from you to the Bank in respect of the Loan and Transaction Fees using the Mobile Money Service and the System only unless otherwise agreed by the Bank in its discretion.
- 5.2.8 In the event that you do not repay the Loan/ any monthly installment in full within stipulated period per product as per Appendix B, The Bank will:
1. Automatically demand the immediate payment of the outstanding amount due in respect of your Loan.
 2. Contact your employer and inform them of the loan default status and discuss the possibility of recovering the amount from your payslip bearing in mind the salary is the only security considered during the appraisal of this facility.
- 5.2.9 The Bank shall be entitled to terminate this Agreement and close your Mobile Money Accounts in accordance with the provisions of Clause 13 without prejudice to any of its rights accruing hereunder if you fail to repay the Loan and/or the Transaction Fees due thereon on the due date of the Loan and shall have no option but to exercise any of the remedies below against you, to recover the said outstanding amount at your risk as to costs and expenses arising without further reference to you;
1. Contact your employer
 2. Contact your next of kin as provided in the account opening form.
 3. Appoint External Debt Collectors.
 4. File suit against you.
- 5.2.10 The Bank shall hold your funds in your Mobile Money Deposit Account as collateral and security for any amounts outstanding and due from you to the Bank in respect of your Mobile Money Loan Account. You hereby agree and confirm that the Bank is entitled in its discretion to prevent or restrict you from withdrawing in whole or in part the funds in your Mobile Money Deposit Account for so long as and to the extent of the amount outstanding in respect of your Mobile Money Loan Account without the Bank giving any notice to you and/or without incurring any liability to you whatsoever in that connection.
- 5.2.11 The Bank reserves the right to vary the terms of the Loan including the fees payable thereon from time to time having regard to the prevailing rules and regulations of the Central Bank of Kenya and the policies of the Bank.
- 5.2.12 The Bank shall have a right of lien and set off over funds held by you in your Mobile Money Deposit Account and/or any other account held by you in the Bank. The bank also has the discretion to consolidate your Mobile Money loan with any other existing loan facility you may have with the Bank
- 5.2.13 Where need arises, the Bank shall require the client to provide a letter from the employer indicating the terms of employment contract, and credit recommendation.
- 5.2.14 You hereby expressly consent and authorize the Bank to disclose, respond, advise exchange and communicate the details or information pertaining to your Mobile Money Account to Credit Reference Bureaus as required under the Banking Act.
- 5.2.15 You are responsible for the safeguarding of your PIN number and any other relevant information pertaining to your account. It is your responsibility to report to the bank any breach of the sanctity of that information. Unless otherwise advised to the bank and the advice officially acknowledged, it will be taken that any transactions and instructions from your registered devices are instructions from you and as such, the bank will not be held liable should any dispute arise.

5.2.16 You hereby accept not to hold the bank liable for technical and/or system related challenges/break downs whether from the bank or any other 3rd party in provision of the service that may cause the transactions requested to delay or be cancelled.

5.2.17 You accept not to hold the bank liable for any manufacturing defects of the FMCGs or delayed or non-delivery of the merchandise.

5.2.18 By accepting these terms and conditions you hereby consent that the Bank may contact your employer and your next of kin in effecting clauses 5.2.8 and 5.2.9 and 5.2.13.

6. PIN RESET

6.1 As a holder of a Mobile Money Account and Mpesa Account, you will be able to personally reset your mobile money through either the MPESA PIN validation or the Mpesa to Co-op Bank money transfer option.

6.2.1 For the MPESA PIN validation Option you will change your PIN through Safaricom Kenya Limited's Authentication service as rolled out using the Mpesa PIN on the Sim Tool Kit.

6.2.2 The PIN reset process will entail a digital KYC process that will enable users to automatically reset their PIN through a 'Forgot PIN' prompt in the Mobile Money Menu.

6.2.3 The 'Forgot PIN' prompt will direct you to the Reset My PIN sub menu which initializes the validation process using your Mpesa PIN.

6.2.4 Once your Mpesa PIN is validated, you shall be prompted to provide your intended new PIN and subsequently validate the same.

6.2.5 The PIN reset shall then be confirmed as successful via SMS notification.

6.3 For the Mpesa to Co-op Bank money transfer option, users who would like to reset their PINs will be asked to send an amount to their account that will be determined by the bank without further reference and which can be reviewed by the bank at its discretion

6.3.1 Once the amount is successfully sent, the response received will be used to authenticate you and you will then be allowed to reset your PIN.

6.4 The Bank reserves the right to change the process and/or update the requirements for automatic PIN resets.

6.5 You hereby accept not to hold the bank liable for technical and/or system related challenges/break downs whether from the bank or any other 3rd party in provision of this service that may cause the PIN reset requested to delay or be cancelled.

7. FEES

7.1 You hereby agree to pay all Fees payable in connection with your use of the Services.

7.2 You shall pay to the Bank and the Bank is entitled to deduct from your Mobile Money Account (without further reference to you):

7.2.1 any Transaction Fees payable in respect of the Mobile Money Services;

7.2.2 any Facility or Interest Fees payable in respect of the Mobile Money Services;

7.2.3 any legal charges including advocate and client costs incurred by the Bank in obtaining legal advice in connection with your Mobile Money Account and your dealings with the Bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of any dealings in respect of your Mobile Money Account; and

7.2.4 all other fees, expenses and taxes, duties, impositions and expenses incurred in complying with your Requests

8 STATEMENTS

8.1 You may request for a statement or activity report in respect of your Mobile Money Account from the Bank using your Equipment ("Mobile Money Mini Statement").

8.2 A Mobile Money Mini Statement shall provide details of the last 5 (five) transactions (or such other number of transactions as determined by the Bank) in your Mobile Money Account initiated from your Equipment.

8.3 Any Mobile Money Mini Statement shall not be sent to you in printed form but shall be delivered to you either by SMS to the Mobile Phone Number associated with your Mobile Money Account or such other electronic means as the Bank may in its discretion determine. You shall be responsible for the payment of any charges levied by the Bank in delivering the Mobile Money Mini Statement to you.

8.4 You may obtain printed Mobile Money Mini Statements or a printed bank statement pertaining to your Mobile Money Account from the Customer Care Centre. You shall be responsible for the payment of any charges levied by the Customer Care Centre for such printed statements.

8.5 Save for a manifest error, any Mobile Money Mini Statement or bank statement issued to you aforesaid in respect of your Mobile Money Account shall be conclusive evidence of the transactions carried out on your Mobile Money Account for the period covered in the Mobile Money Mini Statement and/or bank statement.

9 IRREVOCABLE AUTHORITY OF THE BANK

- 9.1 It is your sole responsibility to familiarize yourself with the operating procedures for the service as will be provided by the Bank upon your registration to the Service. The Bank will not be liable for any losses incurred as a result of your errors either of commission and/or omission.
- 9.2 You hereby irrevocably authorize the Bank to act on all Requests received by the Bank from you (or purportedly from you) through the System and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.
- 9.3 If you request the Bank to cancel any transaction or instruction after a Request has been received by the Bank from you, the Bank may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.
- 9.4 The Bank shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Bank believes that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.
- 9.5 The Bank is authorized to effect such orders in respect of your Mobile Money Account as may be required by any court order or competent authority or agency under the applicable laws.
- 9.6 In the event of any conflict between any terms of any Request received by the Bank from you and these Terms and Conditions, these Terms and Conditions shall prevail.

10 CUSTOMER'S EQUIPMENT AND CUSTOMER'S RESPONSIBILITIES

- 10.1 You shall at your own expense provide and maintain in safe and efficient operating order your Equipment necessary for the purpose of accessing the System and the Services.
- 10.2 You shall be responsible for ensuring the proper performance of your Equipment. The Bank shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall the Bank be responsible for any computer virus or related problems that may be associated with the use of the System, the Services and the Equipment. You shall be responsible for charges due to any service provider providing you with connection to the Network and the Bank shall not be responsible for losses or delays caused by any such service provider.
- 10.3 You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the Bank concerning the use of the System and Services.
- 10.4 You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment and for keeping your Mobile Money PIN and Mpesa PIN secret and secure. You shall ensure that your Mobile Money PIN and/or Mpesa PIN does not become known or come into possession of any unauthorized person. The Bank shall not be liable for any disclosure of your Mobile Money PIN and/or Mpesa PIN to any third party and/or transactions effected by them and you hereby agree to indemnify and hold the Bank harmless from any losses resulting from any Mobile Money PIN and/or Mpesa PIN disclosure.
- 10.5 You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, you shall ensure that all communications from the Bank are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the System will be detected.
- 10.6 You shall immediately inform the Bank through the Contact Centre in the event that:
- 10.6.1 You have reason to believe that your Mobile Money PIN is or may be known to any person or has been reset by any person not authorized to know the same and/or has been compromised; and/or
- 10.6.2 You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- 10.7 You shall at all times follow the security procedures notified to you by the Bank from time to time or such other procedures as may be applicable to the Services from time to time. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your Mobile Money Account's confidentiality. In particular, you shall ensure that the Services are not used or Requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so.
- 10.8 You shall not at any time operate or use the Services in any manner that may be prejudicial to the Bank.

11 EXCLUSION OF LIABILITY

- 11.1 The Bank shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of (a) the failure of any of your Equipment, or (b) any other circumstances whatsoever not within the Bank's control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.
- 11.2 The Bank will not be liable for any losses or damage suffered by you as a result of or in connection with:-
- 11.2.1 Unavailability of sufficient funds in your MOBILE MONEY Account and/or in your Mobile Money Account;
- 11.2.2 Failure, malfunction, interruption or unavailability of the System, your Equipment, the Network, MOBILE MONEY System and/or MOBILE MONEY Service;
- 11.2.3 The money in your Mobile Money Account being subject to legal process or other encumbrance restricting payments or transfers thereof;
- 11.2.4 Your failure to give proper or complete instructions for payments or transfers relating to your Mobile Money Account;
- 11.2.5 Any fraudulent or illegal use of the Services, the System and/or your Equipment; or

- 11.2.6 Your failure to comply with these Terms and Conditions and any document or information provided by the Bank concerning the use of the System and the Services.
- 11.3 If for any reason other than a reason mentioned in subparagraphs 10.1 or 10.2, the Services are interfered with or unavailable, the Bank's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.
- 11.4 Save as provided in subparagraph 10.3 the Bank shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.
- 11.5 Under no circumstances shall the Bank be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to the Bank.
- 11.6 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

12 INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the intellectual property rights in the System (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that the Bank provides to you through the System or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Bank.

13 INDEMNITY

- 13.1 In consideration of the Bank complying with your instructions or Requests in relation the Mobile Money Account, you undertake to indemnify the Bank and hold it harmless against any loss, charge, damage, expense, fee or claim which the Bank suffers or incurs or sustains thereby and you absolve the Bank from all liability for loss or damage which you may sustain from the Bank acting on your instructions or requests or in accordance with these Terms and Conditions.
- 13.2 The indemnity in clause 12.1 shall also cover the following:
- 13.2.1 All demands, claims, actions, losses and damages of whatever nature which may be brought against the Bank or which it may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Bank's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Bank.
- 13.2.2 Any loss or damage that may arise from your use, misuse, abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software packages or programs.
- 13.2.3 Any unauthorized access to your Mobile Money Account or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your Equipment.
- 13.2.4 Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by the Bank as a consequence of any breach of these Terms and Conditions.
- 13.2.5 Any damages and costs payable to the Bank in respect of any claims against the Bank for recompense for loss where the particular circumstance is within your control.

14 TERMINATION

- 14.1 The Bank may at any time, upon notice to you, terminate or vary its business relationship with you and close your Mobile Money Account and in particular but without prejudice to the generality of the foregoing the Bank

may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine.

14.2 Without prejudice to the Bank rights under clause 13.1, the Bank may at its sole discretion suspend or close your Mobile Money Account:

- 14.2.1 if you use the Mobile Money Account for unauthorized purposes or where the Bank detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;
 - 14.2.2 if your MOBILE MONEY Account or agreement with Mobile Network is terminated for whatever reason;
 - 14.2.3 if the Bank is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;
 - 14.2.4 if the Bank reasonably suspects or believes that you are in breach of these Terms and Conditions;
 - 14.2.5 where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;
 - 14.2.6 to facilitate update or upgrade the contents or functionality of the Services from time to time;
 - 14.2.7 where you remain inactive for any period of time determined by the Bank in its reasonable discretion; or
 - 14.2.8 If the Bank decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion.
- 14.3 You may close your Mobile Money Account at any time at any Co-operative Bank Branch.
- 14.4 If your Mobile Money Account has any credit balance at the time of its closure, we will return any such balance to you, less any applicable fees.
- 14.5 Termination shall however not affect any accrued rights and liabilities of either party.
- 14.6 If the Bank receives notice of your demise or incapacity to contract, the Bank will not be obliged to allow any operation or withdrawal from your Mobile Money Account by any person except upon production of Grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

15 DISCLOSURE OF INFORMATION

15.1 You hereby expressly consent and authorize the Bank to disclose receive record or utilize your personal information or information or data relating to your Mobile Money Account and any details of your use of the Services:

- 15.1.1 to and from any local or international law enforcement or competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;
- 15.1.2 to and from the Bank's service providers, dealers, agents or any other company that maybe or become the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services;
- 15.1.3 to the Bank's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;
- 15.1.4 to Mobile Network in connection with the Mobile Money Service and the Services;
- 15.1.5 for reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and
- 15.1.6 in business practices including but not limited to quality control, training and ensuring effective systems operation.

16. MISCELLANEOUS

- 16.1 These Terms and Conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors.
- 16.2 This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.
- 16.3 The Bank may vary or amend at any time and without notice to you these Terms and Conditions and the Transaction Fees. Any such variations or amendments may be published in posters or pamphlets available at Mobile Network's Agents outlets, in the daily newspapers, on the Bank and/or Mobile Network's website and/or by any other means as determined by the Bank and any such variations and amendments shall take effect immediately upon publication.

16.4 No failure or delay by either yourself or the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

16.5 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

16.6 If any provision of these Terms and Conditions shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.

16.7 Any addition or alteration to these Terms and Conditions may be made from time to time by the Bank and of which notice has been given to you by way of publication as provided in subparagraph 15.3 shall be binding upon you as fully as if the same were contained in these Terms and Conditions.

17. NOTICES

17.1 The Bank may send information concerning the Mobile Money Account via SMS to the Mobile Network Mobile Phone number associated with your MOBILE MONEY Account.

17.2 You acknowledge that you have no claim against the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the Mobile Money Account.

18. DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION

18.1. You may contact the Contact Centre to report any disputes, claims or Mobile Money Account discrepancies.

18.2. Any dispute arising between the parties and which is not amicably resolved shall be subject to the Courts of Kenya at the election of either party.

APPENDIX A:

Mobile Banking Services

Agent Withdrawals	Bank to M-pesa	KPLC Postpaid Payments
ATM Cash Withdrawal	mVisa	KPLC Tokens Purchase
Lipa na M-pesa Till Termination	Business Loan top up via Mobile	Nairobi Water Payment
Cash Deposits	Salary Advance Mobile loans	Safaricom Post Paid Payment
Balance Enquiry	Bulk Payments	Startimes Payment Full
Statement	Pesalink	Dstv/Gotv Payment
Mini Statement	School Fees Payment (Mkaro)	ZUKU Payment
Internal Funds Transfer	Mcollection	Loan Balance Enquiry
Airtime Top-up (Airtel & Safaricom)	Daily, Credit and Debit alerts	Loan Ministatement
Safaricom Superagency	M-pesa to Bank (Paybill)	Inter Bank EFT

APPENDIX B:

Our tariff guide is available on <https://www.co-opbank.co.ke/tariff-guide>