



**CO-OPERATIVE BANK**  
We are you

# CO-OPERATIVE BANKING ACCOUNT GENERAL TERMS AND CONDITIONS

The relationship between the Bank and the Customer is governed by the following general terms and conditions and subject to any further agreement in writing except where the said terms and conditions are in conflict with the Laws of Kenya in which case the Laws of Kenya will take precedence. Specific terms shall apply to specific accounts and products or service and are available to the Customer upon request.

## Definitions

- a. "This Agreement" means the agreement between the Bank and the Account holder, the terms of which are these Conditions of use as may be varied from time to time.
- b. "We", "Our", "Us", "The Bank" means Co-operative Bank of Kenya Limited.
- c. "Customer", "You", "Your" means any or all persons named on the application form for the Co-operative Bank of Kenya Limited Account, Mobile Banking or Internet Banking Service;
- d. "Bank Account" means any account maintained by the Bank, which the accountholder(s) is/are entitled to operate, in respect of which the accountholder(s) has/have requested to be able to give transaction instructions.
- e. "ATM" means Automatic Teller Machines
- f. "Card" means the Visa Electron debit card issued by the Bank at the request and in the name of the person named upon it for use in connection with debit card facilities provided by the Bank.
- g. "Cardholder" means any authorized user for whose use the Bank issues a Card.
- h. "Authorized User" a person nominated to whom the Bank shall have issued a Card.
- i. "Transaction Instruction" means any instruction given by the customer in connection with use of the account.
- j. "PIN" means the Personal Identification Number required to gain access via an ATM terminal or Point of Sale terminal to give a transaction instruction.
- k. "Principal Cardholder" means a person in whose name a Bank account is maintained in relation to the Card.
- l. "Kenya" means the Republic of Kenya.
- m. "Terminal" means any automated teller machine or point of sale terminal through which transaction instructions may be given.
- n. "Account Terms" means the Terms and Conditions of the Account;
- o. "Business Day" means any day other than a Sunday or public holiday in the Republic of Kenya;
- p. "Conditions of Use" – means the Terms and Conditions of use which govern the use of the account or services provided by the bank under herein
- q. "Group" means Co-operative Bank of Kenya Limited and all its subsidiaries;

- r. "Helpline" means a telephone helpdesk service we provide to assist you in using the Co-operative Bank of Kenya Limited Internet Banking Service, details of which are set out in the Online Help facility;
- s. "Instruction" means using the Co-operative Bank of Kenya Limited Account, Mobile Banking or Internet Banking Service to:
  - Obtain information relating to the balance and transactions on the Account;
  - Instruct Us to transfer money to and from the Account, such transfers being made in accordance with the Online Help facility;
  - Use the other facilities which we may from time to time incorporate into the Co-operative Bank of Kenya Limited Account, Mobile Banking or Internet Banking Service;
- t. "Online Help" means the Online Help facility which appears on [www.co-opbank.co.ke](http://www.co-opbank.co.ke);
- u. "Security Details" means:
  - The initial Customer PIN which We give You; and
  - The Customer PIN, other than the initial Customer PIN; and
  - The customer identification (the "Customer ID") which We give you when you first use the Co-operative Bank of Kenya Limited Internet Banking Service;
  - A password which We agree with You;
  - Any item of memorable information which We ask You to confirm (that is, place of birth, memorable name, memorable place /address and memorable date); and
  - Any other security requirements which We may notify to You;
- v. "Service" means the Co-operative Bank of Kenya Limited Internet Banking Service we provide which enables you to give Instructions to us relating to Your Account by logging on at [www.co-opbank.co.ke](http://www.co-opbank.co.ke);
- w. "Website" means [www.co-opbank.co.ke](http://www.co-opbank.co.ke);
- x. "Your Equipment" means all such compatible equipment; software and communications lines (including any public communication lines) required by you to properly access the Co-operative Bank of Kenya Limited Mobile Banking or Internet Banking Service.

## 1. ACCOUNT OPENING GENERAL TERMS AND CONDITIONS

### 1.1 Customer's Instructions

- a) The Customer requests the Bank to honor and to debit to his account all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn accepted or made out to him, and to carry out any instruction he may give in connection with his account notwithstanding that any such debiting or carrying out may cause his account to be overdrawn or an overdraft to be increased. Where no overdraft has been agreed or the limit of overdraft agreed has been reached, the Bank may nevertheless refuse to carry out any instructions which would result in there being an overdraft or any overdraft greater than that agreed, as the case may be.
- b) The Bank will only accept instructions from you in person or by post, telephone, mobile telephone, fax or, where suitable arrangements have been put in place, by any other way of electronic communication, or as the Bank may advise you from time to time.
- c) Before receiving any instructions by telephone, mobile telephone, fax or other electronic means necessary security procedures for authenticating such instructions must be agreed upon in advance between the Bank and the Customer.

## **1.2 Authorized Signatories**

The Customer will give the Bank in an acceptable form the specimen signature of each and every person authorized to operate the account. Unless otherwise agreed all signatories are entitled to withdraw all or any of the Customer's funds in the account or property or securities held by the Bank from time to time or to open any further account in the Customer's name, and to overdraw any of the Customer's accounts.

## **1.3 Right of Set-off**

- a) The Bank may at any time, without notice, set off against any account or indebtedness of the Customer any other account whether current, loan, savings or any other type:
- 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.

## **1.4 Simultaneous order in excess of funds**

Where the Bank receives several orders at approximately the same time the total amount of which exceeds the available assets of or the credit granted to the Customer the Bank may honor the orders in whatever manner it thinks fit within the limit of the funds available.

## **1.5 Bank Charges and expense Interest**

The Bank is entitled to be paid by the Customer and at its own discretion may debit the Customer with:

### **1.5.1 Interest**

Interest on overdrawn accounts including penalty interest, loan accounts or any other facility granted by the Bank at a rate which may be different for different accounts.

The Bank will update information on changes to interest rates by either putting notices in the Bank's branches and/or newspaper(s) of wide circulation within five (5) working days of the change or advise the Customer within thirty (30) days of the change.

### **1.5.2 Legal Charges**

Advocate and client costs incurred by the Bank in obtaining legal advice in connection with the Customer's accounts and dealings with the Bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of any dealings in respect of the Customer.

### **1.5.3 Commission**

Commission at such rates and at such time or times as the Bank decides, with discretion to charge different rates for different accounts.

### **1.5.4 Other charges and expenses**

In addition the debits authorized by sub-clauses (1.6.1), (1.6.2) and (1.6.3) of this clause, all other expenses and charges including but not limited to ledger fees, disbursements for cheque books, post-ages, cables, telephone calls, taxes, duties, impositions and expenses incurred in complying with the Customer's requests.

## **1.6 Utility Bills Services**

In consideration the Bank agreeing to make available to the Customer the facility to pay the Customer's utility bills (as applied for by the Customer herein) through the Customer's mobile phone, Internet Banking, the Bank's Automated Teller Machines ("ATMS"), Agents and whether by use of a debit Card, photo card or other card issued to the Customer by the Bank ("the card") I, the Customer agrees to be bound by the following terms and conditions:

- a) These terms and conditions are additional to, and not exclusive of, the terms and conditions on which the card was issued to, and is used by, the Customer.
- b) The Bank does not warrant that the ATMs or Agent terminals will operate without any interruption and shall not be liable for any interruption of the services or its consequences.

- c) The payment of utility bills as applied for herein is thereby included as one of the transaction instructions which the Bank is entitled to give immediate effect to when given by use of the card through ATMs or agents.
- d) The Bank shall not be liable for the disconnection of the utility supply to the Customer for any reason whatsoever.
- e) The Customer warrants that all the information provided in application form is accurate. Any changes thereto will be notified to the Bank promptly and where necessary a Change of particulars form shall be completed.
- f) The Bank will not be liable if payment of any utility bills is not completed by reason partly or wholly of the actions or omissions of the supplier of the utility or of the Customer.
- g) The Bank will not be liable if the payment of any bill is not completed by reasons of equipment or systems failure within the Bank or the utility supplier.

The Bank will debit the Customer's account with such amount as the Bank may from time to time determine in its current tariff.

### **1.7 Payment of Interest on an Account**

The rate of interest payable on any account shall be in conformity with the provisions of the Banking Act as may from time to time be amended (currently stated to be at a minimum of 70% of the quoted Central Bank Rate) and further, the Customer hereby accepts that this rate of interest payable by the Bank is subject to change from time to time. Interest on any account will accrue as determined by the Bank in its absolute discretion and will be credited by the Bank to the relevant account(s) at such a time as the Bank may determine. The Bank will deduct all taxes on interest prior to payment of the net interest to the Customer unless the Bank can pay interest without deducting taxes under existing legislation.

### **1.8 Fixed Deposit Accounts TERM**

#### **DEPOSITS**

The Bank may at its discretion, allow premature withdrawal of deposits. The customer accepts that:

- The Term Deposit account will not attract interest after the maturity date or if the funds held in the fixed account are recalled before the expiry date.
- The customer shall provide the Bank with clear instructions on disposal of the funds at least seven days prior to account maturity date

#### **CALL DEPOSITS**

Customers will give a notice in writing for his/her wish to uplift the deposit.

### **1.9 Joint Accounts**

- a) Each of the individuals constituting the Customer hereby authorizes and empowers the other 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 either or both 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 Customer and to credit the same to Account.
- b) In the event of the death of any of the individuals constituting the Customer, the surviving individual(s) shall be entitled to dispose of any credit balance, security or property available to the account and remaining unencumbered, freely without limitation.
- c) Any overdraft or other obligations incurred on the Account or otherwise shall be the joint and several liability of each and every individual constituting the Customer.



### **1.10 Minor Accounts**

In respect of account(s) opened in the name of minors (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 guardian named on the account opening form, irrespective of whether the minor account holder ceases to be a minor until the Bank receives written notice to cease to act on the guardian's instructions

### **1.11 Borrowing from the Bank**

- a) The account holder may borrow money from the Bank, by way of overdraft or otherwise, upon such terms as may be agreed with the Bank. The Bank will be entitled to debit all such accounts with interest, commission and other Banking charges (including legal charges) incurred in connection with any borrowings. Nothing herein constitutes approval of overdraft facility. Any such facilities must be applied for separately in accordance with the Bank's procedures and be expressly approved by the Bank in each case. It is accepted that the provision of any overdraft facility or other accommodation may be granted or refused at the sole discretion of the Bank. Their continuance or withdrawal at any time is also at the Bank's sole discretion.
- b) The Bank may make credit reference agency searches and other inquiries when the Customer asks for any borrowing products or if the Customer requests an increase in overdraft or to increase borrowing from the Bank. The Customer hereby authorizes the Bank to share information with any Credit reference bureau provided that such information will be used for credit reference only.

### **1.12 Responsibility for Borrowing**

- a) Individual and sole traders are personally liable for any money owed to the Bank.
- b) Joint account holders and partnerships are jointly and severally liable for money owed to the Bank, even if one of the account holders has subsequently ceased to be a partner unless there is an agreement between the Bank and the Customer in writing to the contrary.
- c) Individuals authorized to give instructions on account of clubs, charitable organizations, churches groups and societies are individually and jointly liable for money owed to the Bank, unless otherwise agreed with the Bank.
- d) The signatories to a company's or a corporation's account are not personally liable for money owed by such companies or corporations to the Bank, unless they entered into a separate agreement to this effect with the Bank.

### **1.13 Interest**

If the Bank shall authorizes the Customer to borrow from the Bank, by overdraft or otherwise, to such extent and for such period, as the Bank shall in its absolute discretion determine, the Bank will charge interest. The rate or rates of interest will be determined by the Bank at all times at its sole discretion or as may specifically agreed between the Bank and the Customer subject to such maximum/minimum rate as may be prescribed by law. Interest on such overdrawn account shall be added every month to the principal amount overdrawn and shall become an integral part of the indebtedness of the Customer to the Bank. The Customer irrevocably and unconditionally agrees to pay any and all such interest to the Bank as and when and in whatever way the Bank determines at its sole discretion. The Customer hereby irrevocably and unconditionally waives any rights to demand or claim repayment of any interest paid to the Bank on any overdraft or any other Banking facilities arising in connection with its accounts.

### **1.14 Errors of Transmissions and inadequate Execution of order**

All payment orders, exchange operations and sales or purchases of stock, bonds or shares in Kenya or elsewhere, undertaken by the Bank for the account of the Customer shall be at the Customer's own expense. Neither the Bank nor any of its agents or correspondents nor any employees shall be liable for any mutilation, interruption, error or transmission, omission or delay occurring in any transmission medium (including without limitation, cables, airlines, courier services, telex, E-mail text and facsimile systems) however occurring.

### **1.15 Statement deemed approved if not objected to within 28 days**

The contents of any statements of account or statement of any other nature which has been sent by

the Bank to the Customer, and to which the Customer has not objected within twenty eight (28) days of receipt thereof, shall be deemed approved by the Customer and shall not thereafter be challenged by the Customer on any ground whatsoever whether on account of lack of mandate forgery or inadequate signature of endorsement of cheque, forged alteration thereof or otherwise.

#### **1.16 Delay by Customer in lodging complaints**

The Bank is not responsible for any matter unless the Customer has made a written complaint to the Bank as soon as reasonably possible.

#### **1.17 Payment by third Parties**

The Bank may credit the Customer with amounts paid by third parties.

#### **1.18 Deposit of Cheques etc**

- a) All cheques or other orders for payment of whatsoever nature are accepted for deposit or collection at the risk of the Customer. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the Bank may debit the Customer with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of that cheque or order, together with interest since the date of crediting if the account thereby is overdrawn.
- b) Before making any withdrawal, the Customer must allow a sufficient time to elapse after making any deposit (even of cash) in order to enable the Bank to carry out the necessary bookkeeping operations to credit the account. For the purpose of this sub-section sufficient time shall be deemed to be one complete business day excluding in house cheques.
- c) Notwithstanding the provisions of clause 1.19 herein any money credited to the Customer in error must be repaid immediately together with applicable interest upon demand.

#### **1.19 No duty on Bank to protest**

The Bank is not liable for any loss or damage suffered by any party if any dishonored bill is not noted or protested or both. The Bank will nevertheless endeavor to cause dishonored bills to be noted or protested or both, provided that it receives instructions to do so in reasonable time.

#### **1.20 Repayment of overdrawn accounts**

The Bank is entitled to demand the immediate repayment with interest of any account that is over- drawn.

#### **1.21 Lien**

- a) When the Customer is indebted to the Bank, the Bank has 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 the safe custody or as security, cheques presented for repayment, bills and any other property movable or immovable charged to secure repayment of any money whether or not that money has been repaid: and also over all property over which by the general law the Bank has lien.
- b) Where the Customer is indebted in circumstances giving the Bank a right of set off all securities as set out in paragraph (a) hereof are 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 stated period being not less than 14 days after receipt of the Customer of the notice then the Bank may without further notice realize sufficient of the Customer's assets as to discharge the debt.
- d) If the debt is not discharged within the time allowed, the Bank may realize sufficient of the Customer's assets to discharge the debt, and the Customer constitutes the Bank his attorney for the purpose of conducting the sale, giving title to the asset sold and all other necessary matters. Any sum remaining after such a transaction will be held for the Customer subject to these Terms and Conditions.
- e) The Bank is under no obligation in respect of any sale under sub-clause (d) other than for mala

fides.

- f) 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 current at the date of set off or realization. The Bank accepts no liability for any loss caused by exchange fluctuations.
- g) Deposits including those held in foreign currencies and for a given period of time may be set off against debts notwithstanding that the time period of the deposits has not expired.

### **1.22 Variation and termination of relationship**

The Bank may at any time upon notice to the Customer, terminate or vary its business relationship with the Customer and in particular but without prejudice to the generality of the foregoing the Bank may cancel credit which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine.

The Bank may at any time freeze any account of the Customer if and so long as there is any dispute or the Bank has doubt for any reason (whether or not well founded) as 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.

### **1.23 Cheque books**

Cheque books are issued subject to the following conditions:-

- a) The Customer agrees to look after and use any cheque book and any cheque form with the utmost care.
- b) The Customer further agree to ensure:-
  - i. that all uncompleted cheque forms are kept in safe custody at all times;
  - ii. that the Bank is informed immediately upon discovery by the Customer that any cheque book or any cheque form has been stolen, lost or mislaid;
  - iii. that any person preparing the cheques is authorized to do so;
  - iv. that any cheque prepared is signed in ink or other indelible writing materials;
  - v. that the amount of any cheque is written as near as possible to the left side of the form to prevent any unauthorized addition of letters or figures;
  - vi. that any cheque and any alteration is signed by an authorized signatory;
  - vii. That no uncompleted cheque is given to any stranger or other person when the Customer does not have reasonable grounds for believing him to be trustworthy.
- c) The Customer is advised that;
  - i. where possible any completed cheque should be crossed with two distinct lines in order to make the cheque negotiable only through the Bank: and
  - ii. If it is known with which Bank the beneficiary of a cheque keeps his account then the name of the Bank should be added to the crossing in order to make the cheque negotiable only through that particular Bank.

#### **1.23.1 Cheques not drawn on Bank's forms in the manner specified**

- a) On receipt of a written notice from the Customer to stop payment of a cheque, the Bank will record the notice.
- b) Upon closure of any account the Customer will return to the Bank any remaining uncompleted cheque forms relating to the account.

#### **1.23.2 Drawing of Cash**

The Bank may refuse payment of any cheque not drawn on the Bank's cheque form in the manne

specified by the Bank in these Terms and Conditions.

- a) The Bank will pay cash to the Customer where the cheque is signed in the presence of the teller by an authorized signatory or by authorized signatories.
- b) Where cash cheque is presented not by the Customer but by a third party, the Bank may require confirmation from the Customer or from a representative of the Customer before it makes payment.

Where cash cheques are presented by employees or other known agents of the Customer the following steps will be taken.

- i. The employee or agent will be identified beforehand in a manner acceptable to the Bank.
  - ii. A limit on such drawings will be agreed in writing with the Bank and until such limit is agreed, no drawings will be allowed under this paragraph.
- c) Where the Customer requests that payments be made under paragraph (b) the Customer indemnifies the Bank in respect of all payments made to the presenter of the cheque whether or not the money was received by the Customer and whether or not the order for payment was in fact the order of the Customer.

### **1.23.3 Forged Cheques**

The Bank shall not be liable in any way to the Customer for having honored even negligently any cheque the signature or content of which has been forged if:

- a) The Customer has facilitated such forgery either by failure to comply with any of the conditions contained in clause 1.23 hereof or by negligence in any other way; or
- b) There has been a previous forgery of any cheque of the Customer without the Customer having objected to the first statement of account which debited such cheque as provided by Clause 1.15 hereof or
- c) An employee, servant, agent, contractor or persons known to the Customer have perpetrated the forgery.

### **1.24 Securities**

At the request of the Customer/his authorized representative, a detailed list of the securities deposited on behalf of the Customer with the Bank or the Customer with the Bank, or deposited in the name of the Customer with the Bank's correspondents, will be prepared and supplied to the Customer once a year (or more frequently subject to a fee to be charged at the Bank's discretion).

### **1.25 Safe Custody Deposits**

Any article received by the Bank for storage or safe keeping is received on the following terms.

- a) The article is received by the Bank for the Account of the depositor.
- b) The article is received by the Bank at the sole risk of the depositor as regards any damage to or loss of the article through any cause whatsoever including but not limited to moth, vermin, heat or leakage, and the Bank accepts no responsibility for any such damages or loss except in so far as this clause expressly provides to the contrary.
- c) The Bank undertakes to exercise reasonable care in looking after the article and in ensuring that no unauthorized person has access thereto: provided that the liability of the Bank for loss or damage of any one article and its contents (if any) attributable to the negligence of the Bank or its employees shall be limited to the sum of KShs. 10,000 unless the Bank has acknowledged in writing after such proof as it may require that such article together with its contents (if any) is of a specified value in excess of that sum.
- d) The Bank has a lien over the article and any such article deposited with the Bank for storage or safe-keeping for any outstanding charges payable to the Bank on an account of the services provided by the Bank for the storage or safe keeping of the article or any other such article, and pursuant to that lien the Bank is authorized to open any package or envelope containing the article or any other such article and to exercise in respect of the article or any other such article



such rights as the Bank is permitted by these general terms and conditions to exercise over any property over which the Bank has a lien.

- e) The Customer will certify that any items/packages deposited do not contain any fire arm or other explosive device.
- f) In the event of the death of the depositor, the Bank will release the article to the depositor's personal representative upon production by such personal representatives of a certified copy of the depositor's death certificate and a valid grant of probate or letters of administration, and subject to payment of all outstanding charges due to the Bank in respect of the storage or safekeeping of the article.

#### **1.26 Validity of Document**

The Bank is not responsible for the authenticity, validity, regularity or value of documents including but not limited to bills of lading, delivery orders, consignment documents, receipts, warrants and insurance policies.

#### **1.27 Holdings and credit in foreign currency**

Subject to all laws and Regulations:

- a) The Bank will credit the counter – value of the Customer's holdings in foreign currencies to accounts with its correspondents in various countries of origin:
- b) Such accounts are in the Bank's name but are at the Customer's risk, and the Customer accepts responsibility for any ensuing consequences, including but not limited to consequences of legal, fiscal or other measures affecting the accounts;
- c) Except in the case of an assignment by the Customer to the Bank, the Customer may dispose of such funds only by means of request for cheques or transfers in the original currencies at the Bank's option;
- d) All credits granted in foreign currencies are also subject to this clause

#### **1.28 Accounts in foreign currency**

Subject to all laws and Regulations, where an account is in foreign currency, any demand on the Bank for payment from such account is 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.

#### **1.29 Communications**

The Bank will obtain and/or give out information regarding your account(s) from or to any institution, individual, or credit bureau on the borrower, co borrower(s), and/or guarantors at any time whether or not there are any loans outstanding with the Bank.

- a) All notices statements letters and other communications from the Bank may be sent to the last address given by the Customer, 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 of the contrary.
- b) 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, if delivered then at the date and time of delivery, and if sent by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed.
- c) The Customer has no claim on the Bank for damages 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 third party, by delivery, post, fax, telegraph, telephone, telex or any other means of communication.
- d) Notices/communications will be deemed to have been received five (5) days from the date of posting.

## 2. TERMS AND CONDITIONS FOR USE OF DEBIT CARD

### 2.1. Use of Card

- a) A Card is not transferable and may not be used other than by the Cardholder.
- b) A Card remains the property of the Bank and must be returned to the Bank upon cancellation.
- c) A Card may only be used subject to the terms of this agreement current at the time of use.
- d) A Card may only be used during the validity period indicated on the Card.
- e) The Card may be used worldwide to withdraw cash from the Automated Teller Machines operated by members of Visa Electron (identified by the logo of 'VISA' and to purchase goods and services from merchants Equipped with the point of Sale Terminals identified by the logo of 'VISA ELECTRON'). All such withdrawals and purchases shall be debited from the Customer's Bank Account at such rate of exchange as may be prescribed by the Bank at the relevant time.
- f) In the absence or manifest error, the Bank's records as to any transaction instructions or their consequences thereof, shall be conclusive.
- g) The Card is neither a credit card, nor a cheque guarantee card and the Cardholder shall not represent the Card as such.
- h) The card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by local and international law.
- i) For customers aged fifty (50) years and above whose cards have not been utilized for e-commerce transactions for a continuous period exceeding six (6) months, the Bank reserves the right to automatically deactivate such cards for e-commerce usage. Notwithstanding the foregoing, the card shall remain valid and operational for all other permitted transactions. Reactivation of e-commerce functionality may be effected upon the customer's request through the Bank's designated communication channels.

### 2.2. Safeguarding the Card

- a) A Cardholder(s) 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.
- b) A Cardholder in a joint account will be fully responsible for ensuring that the Personal Identification Numbers are only known to persons of due authority within the joint account. Subject to this a Cardholder must not disclose his/her PIN to anyone under any circumstances.
- c) If a Card is lost or stolen or if a PIN is disclosed to any unauthorized person, the Cardholder(s) must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. The Cardholder(s) must be liable in respect of any transaction instruction given prior to receipt by the Bank of notification of such loss, theft or disclosure.
- d) The Cardholder will give the Bank all information as to the circumstances of the loss, theft or misuse of the Card and take all steps deemed necessary by the Bank to assist in the recovery of a missing card. In the event of such loss, theft or misuse being suspected, the Bank may provide the police with any information it considers relevant. If a Card is reported as lost, stolen or liable to misuse, that Card must not subsequently be used but must be returned immediately to the Bank.

### 2.3. Fees

The Bank shall be entitled to charge and debit from the Cardholder's account such fees as it may, from time to time, notify the Cardholder(s) including but without limitation a service fee of an amount to be prescribed by the Bank for the use of the Card.

### 2.4. Additional Cards

A Cardholder wishing to have an additional Card on his/her account must open a joint account and sign mandates authorizing the use of the account by the additional Cardholder who must also sign the same mandates.

## **2.5. Cancellation of Cards**

- a) The Cardholder(s) may at any time cancel his/her card by returning it to the Bank.

- b) The Bank at any time and without notice can cancel and suspend right to use any card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Card, without in any case affecting the principal Cardholder(s) obligations under this agreement which shall continue in force.
- c) The Card remains the property of the Bank at all times. On request, the Card must be returned immediately to the Bank or any other person acting for the Bank. The Bank shall notify the Cardholder of the particulars of any such other persons.

## **2.6. Replacement of Cards**

If a Cardholder loses or damages his/her card the Bank may at its discretion issue a replacement card as the Cardholder may require at a cost.

## **2.7. Liability Of Cardholders**

- a) Subject to condition 2.3 the Cardholder(s) shall be fully liable in respect of each transaction instructions given by the use of his/her Card. Transaction instruction 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 should not hold the Bank liable responsible accountable in any way whatsoever for any loss, injury or damage however arising out of the use of the terminal.
- c) The Cardholder must query any transaction instruction he/she considers suspicious within one month from the date of the statement.

## **2.8. Bank Account**

- a) The Cardholder may not overdraw his/her account by giving a transaction instruction.
- b) Any account that is non-operational for a period of one year or more, that is a dormant account, may be denied transactions. The Cardholder should therefore contact his/her branch for assistance.
- c) Except to the extent that these terms and conditions require otherwise, they shall not affect any other terms and conditions expressed or implied governing the Bank Account.

## **2.9. Amendment of Conditions**

The Bank may vary this Agreement at any time whether or not a similar variation is made to the agreement(s) with any other Cardholder(s). Subject to the requirements of statute (if any) notification of any such variation or any other notification to be given by the Bank shall be given to the principal Cardholder by the Bank, either in writing or by publication thereof by such means as the Bank may select and any variation whether notified or not shall be binding on the Cardholder.

# **3. TERMS AND CONDITIONS FOR MOBILE BANKING SERVICE**

## **3.1. Introduction**

These terms and conditions shall apply to any account with the Bank and contain the rights and obligations of the Bank and the customer in relation to the use of this service.

## **3.2. The service**

- a) The Bank will provide the mobile Banking services ("the service") to you through the mobile phone registered with a mobile service provider with which the Bank has entered into agreement with for the provision for you to access the service.
- b) The service is only available to Bank account holders. The Bank However reserves the right to accept or decline any application for the service at its sole discretion.
- c) The service is however not available to Hekima Savings account and any joint account except where signing instructions are any to sign.



- d) The service will only be provided through the mobile service provider(s) which, the Bank at its sole discretion may determine from time to time.
- e) The processing of the customers application and subsequent registration for the service will be done within 5 working days of submitting your application.
- f) It is the customers sole responsibility to familiarize yourself with the operating procedure 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.
- g) The customer agrees and undertakes to be bound by and to comply with all of the procedures as may be issued by the Bank from time to time. The Bank shall not be bound by or obliged to take any action on any instructions which do not properly comply with the procedures and the Bank may reject such non-compliant instructions.
- h) The Bank will provide the customer with a Personal Identification Number (PIN) for use with this service. The customer must exercise all due care and attention to ensure that the secrecy of the PIN and shall be solely responsible for its safety. The customer must also take all reasonable care to prevent any unauthorized or fraudulent use of the service. The Bank will not be held liable for any losses arising from unauthorized use of your PIN.
- i) The provision of the service is subject to the availability of the mobile telephony connectivity. The Bank will not be held liable for non-delivery or delay in delivery or wrongful delivery of the service, as a result of the failure of the mobile telephony connectivity.
- j) The Bank shall not be held liable for any disputes that may arise between the customer and a mobile service provider in the use of this service.
- k) This service will only be available to sole account holder of your account(s) or to persons duly appointed in writing with the mandate to singularly operate the specified account(s).
- l) The Bank will ensure as far as possible that any information supplied to the customer through the service is accurate. The Bank shall not be liable to any error which results in the provision of inaccurate information.
- m) The service will only be available in geographical regions where the chosen mobile service provider(s) provide(s) mobile telephony connectivity.
- n) The Customer undertakes to keep your SIM card and mobile phone safely and must not leave the mobile phone unattended or permit any person access to the mobile phone in such a manner that it may be used to access the mobile Banking-service, whether with or without his/her consent.
- o) The Customer undertakes to notify the Bank immediately of theft or loss of the mobile phone/ SIM card, any unauthorized access to the service discontinuation of the telephony service with the specified mobile service provider. The Bank shall not be held liable for any losses resulting from the loss of the SIM card and /or mobile phone howsoever caused.
- p) The Bank reserves the right to enhance the services at any time without notice to the customer. It is your responsibility to keep updated with these enhancements. The Bank will make all reasonable efforts to notify you of any changes or updates.
- q) The Bank reserves the right to charge a fee for the provision of the service and for the use of all or part of the service. Such fees shall be notified to the customer from time to time. The Customer will be liable to pay the Bank for any fees levied for the use of the service, unless the Bank in its sole discretion has waived such fees. By accepting these terms and conditions, the customer provides the Bank with the authority to debit these fees from the account. These charges will be reflected in the normal Bank statement. The Bank reserves the right to terminate this service in the event of failure to pay the fees levied for the provision of the service.
- r) The Bank shall not be held liable for the quality of the service of the mobile service provider and gives no warranty with respect to the quality of service by the mobile service provider.
- s) The Customer shall notify the Bank of any changes in the account number mobile telephone number(s) address and any other information that may affect the ability to access the service.

The Bank will not be held liable for sending information to your mobile telephone number as contained in our records at any given time.

- t) The Customer shall bear all risk and consequences of the inability to send or comply with any instruction sent using the service due to errors in transmission of his/her instructions.

### **3.3. Non-Repudiation**

Until and unless you notify the Bank otherwise, all instructions received by the Bank which are associated with your mobile phone details shall be deemed to have come from you, and the Bank shall be entitled to rely such instructions, whether they actually originated from you or not. You acknowledge that the Bank may not be able to reverse or annul any transaction executed based on instruction received prior to your notice to the Bank.

### **3.4. Indemnity**

The Customer hereby agrees to indemnify and hold indemnified the Bank against any loss, claim and/ or damage that may arise due to negligence, fraud collusion or violation of these terms by the customers and/or his/her agents.

### **3.5. Termination & Consequences of termination**

The Bank reserves the right to terminate the use of this service upon notice to the customer. The Customer may also terminate the use of this service through an application form available at any of the Bank branches. Such requests will be effected within 5 working days of receipt of termination notice by the Bank. Any fees that may be outstanding at the time of such termination will remain payable and the Bank reserves the right to debit such fees directly from the account.

The Customer will remain liable for any mobile service provider charges that may arise from the use of this service as per the mobile provider's terms and conditions.

### **3.6. Discontinuation of the service**

The Bank may be discontinued in its sole discretion at any time without prior notice to the customer the use of this service, or suspend temporarily for upgrade, expansion, maintenance and repair activities, or for any emergency reason as deemed necessary.

### **3.7. Disclosure**

Information and instructions received from the customer through the service will be stored by the Bank and accessed by employees of the Bank (as is deemed necessary)

### **3.8. Force Majeure**

Notwithstanding any provision contained in these terms and conditions, the Bank shall not be liable to the customer to the extent that the fulfillment or performance of any terms or conditions herein is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than the Bank; labour disputes; electrical equipment or mobile network failure; fire; floods; acts of God; Government or Regulator action; or, without limitation the foregoing, any other causes not within the Bank's control, and which by the exercise of reasonable diligence the Bank is unable to prevent, whether in the class of causes hereinbefore enumerated or not. If any of these events occurs, the bank undertakes to give prompt written notice to you and shall use all reasonable efforts to minimize the impact of such event.

## **4. TERMS AND CONDITIONS FOR INTERNET BANKING SERVICE**

### **4.1. Introduction**

- a) These Terms and Conditions govern your use of the Internet Banking Service and are in addition to the Terms and Conditions applicable to the products and services featured under internet Banking, and all other legal and regulatory information detailed elsewhere, in the Website, the Account Terms and Conditions and shall for all purposes all together constitute the agreement between the bank and the customer for the use of the Service.

- b) In case of any conflict between these Terms and Conditions and the Terms and Conditions of the account in respect of the use of the Service, these Terms and Conditions will prevail.

#### **4.2. Scope of Service**

The Service is only available to customers who hold an Account with the Bank. The Service may also offer various online services to its users. Such services may include targeted offers, online calculators, online application forms, product information, interest rates, email, chat rooms, instant messaging, text messaging, bulletin boards, and calendar facilities. If you decide to use the Service outside Kenya, You are responsible for ensuring that your use of the Service is permitted by local laws and we shall not be liable for any loss or damage suffered by you as a result of you not being able to use the Service in these countries.

#### **4.3. Copyright and Trade Marks**

- a) The Bank's Website "the website" and the copyright in the content of and materials featured on the Website are the property of and/or licensed to the Bank.
- b) "Co-operative Bank of Kenya Limited" and certain other names, words, images or logos identifying the Bank and the products and services featured in the Website are the property and trademarks of the Bank. Certain other names, words, images or logos may constitute trade names or unregistered trademarks of the Bank.
- c) The names and logos of third parties mentioned in the Website may be the trademarks, trade names or unregistered trademarks of those third parties and are used by the Bank with the permission of such parties.
- d) The Customer may view, print, download or store temporarily extracts from the Website for own personal reference or for the purpose of applying to the Bank to access or use the products and services featured on the Website. No other use (including, without limitation, the alteration, deletion, utilization or extraction) of the content and materials featured on the Website is permitted without the Bank's written permission. Otherwise than as provided, the contents in the Website cannot, whether in whole or as to any part, be copied, reproduced, distributed or transmitted in any medium (including, without limitation, by the internet) without the Bank's written permission.

#### **4.4. Third Party Products, Services and Websites**

- a) The Website may feature the products and services of, and may contain materials produced by, third parties. The inclusion of such products, services and materials and any statements made about them does not constitute advice that they are available to or suitable for the customer. The customer must ensure that any third party product or service is suitable for their specific needs.
- b) The Website may, from time to time, refer to third party products and services. We do not warrant, and are not responsible for, the quality or availability of such products and services.
- c) The Website may contain various links to third party websites over which we have no control. Such links are provided for convenience only and are accessed at your own risk.
- d) We are not responsible for the content of products and services offered by, or any other matters (including, but not limited to, the privacy of your information) relating to, any linked third party website. Any claim relating to any third party product or service must be made to the provider of the third party product or service.
- e) We are not responsible for any loss or damage (including, but not limited to, any direct, indirect, special, incidental or consequential damage (including the loss of profit)) relating to the products and services of third parties which are featured in or linked to the Website.
- f) Any dealings by you with any third party on or through the Website are between you and that third party and we are not responsible for any losses or damages that may arise from any such dealings.
- g) No third party website may in any way be linked to the Website without our prior written consent.



#### 4.5. Access to the Service

- a) You are responsible for obtaining and maintaining your equipment and for ensuring that it is compatible with the Service. We have no responsibility or liability with respect to your equipment. We will notify you of the minimum specification of computer system required to enable you to access and use the Service.
- b) We may change the minimum specification you require to access the Service at any time. We will notify you of such a change by placing a message on the Website. We do not accept responsibility if any such change in specification results in your equipment becoming incompatible with our Website or becoming unable to perform within our Website all of the functions previously performed.
- c) You will be responsible for the cost of all charges you incur in accessing and using the Website.
- d) The bank does not guarantee the speed with which you will be able to access and use the Service ( ) or that you will have uninterrupted or continuous access to the Service.
- e) The Customer shall not:
  - i. introduce or attempt to introduce any virus or any other contaminant to the Website or any of the bank's computer systems;
  - ii. in any way attempt to access, alter, de-compile, reverse engineer, destroy or otherwise tamper with any part of the Website or any of the Bank's computer systems;
  - iii. interfere with the use of another person's access to or use of the Website;
  - iv. obtain access to information relating to another person which is on the Bank's computer systems;
  - v. use or attempt to use the Website or any of the Bank's computer systems for any unlawful or immoral purpose.
  - vi. use the Website for any commercial purpose;
  - vii. use the Website or any of the Bank's systems to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Website or any of the Bank's systems.
- f) The Bank may suspend or terminate your access and use of the Service at any time with or without notice if there is a valid reason in the bank's opinion to do so. During such suspension, you may not be able to operate an account which is dependent on Internet Banking service and you may be required to make alternative arrangements.
- g) You are responsible for getting an appropriate connection with an Internet Service Provider in order to access the Service.
- h) The Bank shall control, direct and establish technical procedures for using the Service (and We may vary them from time to time) and the Customer agrees to follow the instructions and adhere to the procedures when using the Service as notified to them from time to time.
- i) The Bank shall be entitled to make operational changes to and alter the facilities available under the Service at any time without Notice. The Bank will however notify you of significant changes.
- j) You shall be responsible for ensuring that your Instructions (including all the details we may require to carry out your Instructions) and any information you give to us is accurate and complete and the Bank not be liable for any loss or damage you may suffer as a result of inaccurate or incomplete instructions.
- k) You agree that any material and/or information downloaded or otherwise obtained through the use of the Service is at your own discretion and that you will be responsible for any damage to your equipment or loss of data that results from the download of such material and/or data.
- l) We shall use reasonable endeavors to keep the Service free from viruses and corrupt files but we do not warrant that the Service is free from infection by viruses or anything else with contaminating or destructive properties. We recommend that where practicable you "virus check"



information sent to you by us. We shall not be liable for any corrupt information sent to you by us or for any corrupt information you send to us.

- m) If the Bank receives any Instructions before 15.00 Hours East African time on any Business Day We will use all reasonable efforts to comply with that Instruction on that Business Day. If We receive an Instruction after 3:00pm on a Business Day We will use all reasonable efforts to comply with that Instruction during the course of the next Business Day. However, We may in Our absolute discretion refuse to carry out any Instruction or reverse any action taken by Us in response to any Instruction. The Customer shall allow a sufficient time to elapse after sending any instructions in order to enable the Bank to carry out the necessary bookkeeping operations to the account. For the purpose of this subsection sufficient time shall be deemed to be one complete business day.
- n) The Customer undertakes to co-operate fully with the Bank in any investigation the Bank may wish to carry out in relation to the use of the Service.
- o) You may not use the Service to overdraw your Account beyond any facility as previously agreed in writing. If any Instruction causes your Account to be overdrawn (without our prior agreement in writing) or to exceed an overdraft limit agreed by the bank in writing the Bank does not warrant that it will process such Instructions again or that it has agreed to increase your overdraft limit.
- p) The customer agrees that in case the instructions results in the overdrawing of the account as provided in Sub clause (o) above he/she shall reimburse the Bank the amount overdrawn plus any applicable fees, charges and penalties
- q) We shall not be required to carry out Instructions in any particular order.
- r) We may place messages or directions on our Website and you should from time to time check our Website for such messages or directions. If your account is internet based it is your responsibility to ensure that you update the bank on any changes to your e-mail address.
- s) You must notify the Bank immediately via the Help lines provided in the website if you become aware of any error or any suspected error in the Service or in any transaction resulting from using it. You should check your statements of account carefully.
- t) Transaction limits that may change from time to time are applicable for Retail and Corporate accounts. You must issue the Bank with duly signed and authorized instructions to modify these default limits to your preferred limit. The bank reserves the right to set or alter any transaction limits for this service. The customer may in writing issue the Bank with duly signed and authorized instructions to modify the limit or limits set as may be agreed with the Bank.

#### **4.6. Telephone Facility**

- a) We operate a Helpline facility to:
  - i. enable you to access or use your Account;
  - ii. to assist you in using or accessing or obtaining information about your Account.
- b) All telephone charges you incur in using our Helpline facility must be paid by You
- c) You accept that:
  - i. the records we maintain of any instructions you give to us will be conclusive evidence of your Instructions and of the time when they are given (except in the case of an obvious mistake);
  - ii. we shall not be liable for any loss you may suffer if Your Instructions are inaccurate, incomplete or wrong.
- d) All telephone calls between the Bank and yourself may be monitored to make sure that we carry out your instructions correctly and will be recorded for security, training and quality control purposes.

#### 4.7. General Security Information

- a) You must:
  - i. immediately memorize your security details and destroy any advice containing the Security Details (except that you may keep a record of the Customer ID);
  - ii. not keep any written record of your security details (with the exception of the Customer ID);
  - iii. keep your security details secret and take reasonable steps to prevent anyone else from finding out your security details;
  - iv. not quote your security details in any correspondence (with the exception of the Customer ID), or over the telephone unless it is security details provided to enable you to access your Account by telephone. When quoting any security details you must ensure you cannot be overheard.
- b) You must not allow any other person to use or know your security details.
- c) You must tell the Bank immediately by through the Helpline provided if:
  - i. you know or think that someone else (who is not authorized to access it) is accessing or using or has tried to access or use your Account;
  - ii. you know or think that someone else knows your security details;
  - iii. you have forgotten your security details.
- d) You agree that you are personally responsible for the security details and the conduct while using the service and agree to indemnify and keep indemnified the Banks and its agents and hold harmless from and against any losses damages liabilities costs and expenses of any kind that the Bank may incur in connection with any third party claim or otherwise arising out of or concerning your use of the service or use of the services by anyone else using your security details or in violation of these terms and conditions.
- e) We may give information to the police or to a regulatory authority without asking you about any misuse or abuse of your Account, your security details or our computer system.
- f) Whilst we will check that any instruction given relating to your Account is given with the correct security details, we shall not be obliged to take any further steps to check that the instructions are given by you.
- g) We may require you to change your security details at any time and for any reason. You must change your security details upon this request.
- h) Whilst the Bank will take all reasonable steps to safeguard the security of your confidential information, we cannot guarantee the security of any confidential information which is transmitted through the Internet. Please read the Privacy Statement attached to these Terms and Conditions.

#### 4.8. Security Information - Your Equipment

- a) You must ensure that you are authorised to use your equipment if it is not owned by you and that no one can oversee or in any other way monitor your use of the Service.
- b) You must always exit the Service when leaving your equipment unattended and ensure no one else has access to your security details.

#### 4.9. Exclusion of Liability

- a) We shall not be liable to you for any loss or damage (other than that which cannot be excluded in law) which you may suffer as a result of:
  - i. our having acted upon your Instructions received using the security details or following receipt of any information from you;
  - ii. any misuse or abuse of the service by you;

- iii. your security details having been disclosed by you to someone else; our system for any reason being unavailable;
  - iv. the acts or omissions by your Internet Service Provider or aggregation service.
- b) The liability of the Bank shall be limited to losses as stated in clause 4.9d below and does not extend to Instructions not given by you if it can be shown that:
- i. you have acted fraudulently; or
  - ii. you have failed to exercise reasonable care; or
  - iii. you have failed to follow security requirements in our Account Terms or these Terms and Conditions including the safeguards in clauses 4.7 and 4.8;
  - iv. the Instruction was made by someone else with your permission
- c) The Bank shall not be liable for any errors or delay or failure to follow your Instructions if this is due to anything beyond our control, for example:
- i. industrial action;
  - ii. fire, flood, explosion, government act, terrorism
  - iii. the failure, directly or indirectly of any power supply, machine, data processing system, data transmission link, or telephone link.
- d) The liability of the Bank will be limited to the value of the transaction during the course of which such liability arose. We shall not be liable to you in any circumstances for any loss or damage (other than that which cannot be excluded in law) which:
- i. is not direct;
  - ii. is beyond our reasonable control; or
  - iii. which We could not reasonably foresee.
- e) We regularly update our Website. The content of and the products and services featured in the Website are subject to change at any time without notice.

#### **4.10. Your Liability**

- a) You will be liable to the Bank for (and agree to indemnify the Bank against) all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings incurred directly or indirectly or which are brought against the Bank on account of you having:
- i. acted fraudulently;
  - ii. failed to exercise reasonable care;
  - iii. misused or abused the Service;
  - iv. failed to observe and comply with these Terms and Conditions (including clauses 4.7 and 4.8)
- b) If you use an account aggregation service (for example, a service that enables you to access on a single web page some or all of your online accounts, whether with Co-operative Bank of Kenya Limited or another financial services provider), you will be liable for any fraud or errors that occur on those accounts as a result. If you choose to use such a service, you should follow any security advice that we or the account aggregation service provider give you.

#### **4.11. Termination of the Service**

- a) You can terminate your use of the Service by telephoning the Helpline or by written notice by post or such other means as may have been agreed upon. The Bank reserves the right to terminate your access to the service at any time subject to issuance of a thirty (30) days prior notice or such lesser or shorter period of notice (provided that such notice is reasonable in all the circumstances):

- i. where security requires it; or
  - ii. in circumstances beyond Our control; or
  - iii. in the event of fraud; or
  - iv. your failure to observe and comply with these Terms and Conditions.
- b) Any security details or documentation relating to the Service remains the property of the Bank, and upon termination of the Service, for whatever reason, shall be returned to us and/or destroyed, as instructed by us at that time. Such material shall not be copied, transcribed or used for any purpose other than as specifically authorized in these Terms and Conditions.
- c) Upon termination of the service the following clauses in these terms and conditions shall remain in force: that is clauses 4.3a, 4.6c, 4.9, 4.10, 4.11, 4.11c, 4.11d, 4.11e, 4.11f, 4.12 and 4.13.
- d) Termination of the Service will not affect any rights we may have against you or any liabilities you may have incurred with the Bank.
- e) Upon termination of the service the bank shall at its discretion either carry out or refuse to carry out any outstanding Instruction given by you.
- f) Upon closure of all of your Accounts which you have registered for the Service, your use of the service will be terminated.

#### **4.12. Changes to these Terms and Conditions**

- a) The Bank may vary amend or alter these Terms and Conditions at any time subject to the requirements of statute (if any) and notification of at least thirty (30) days of such variation or any other notification to be given by the Bank shall be given either:
- i. in writing to You; or
  - ii. by a message posted on or with your Account statements; or
  - iii. by a message on the Website; or
  - iv. by electronic mail.
- b) Any change in the terms and conditions herein shall be notified to you of at least thirty (30) days before the effective date.

#### **4.13. Applicable Law**

These Terms and Conditions shall be governed by and interpreted in accordance with Kenyan law. Any action or proceeding arising out of or concerning these terms and conditions shall be exclusively within the jurisdiction of the Kenyan courts

#### **4.14. Communications to the Bank**

- a) In case of any enquiries, questions or complaint regarding the use of the service, such communication should be in the first instance be sent to us via the "Contact Us" area provided in the Website.
- b) You can also contact the Bank through the helpline facilities provided under these terms and conditions

#### **4.15. Privacy Statement**

The Bank is committed to protecting the privacy of the information obtained from you. This information shall be obtained on each occasion that you access the Website and when you apply for or use any product or service featured in the Website. The Bank aims to provide a service which meets your individual requirements and needs.

By accessing and using the Website you confirm your consent to the Bank in collecting and using your information in accordance with this Privacy Statement and the section entitled "Use of Your Information" on the application form.



a) **Third party websites**

You need to be aware that third party websites which are linked to the Website or which you may need to access and use to obtain any third party products or services featured on the Website may contain privacy provisions that differ from this Privacy Statement. Such third parties may use your information differently from what is provided herein.

b) **Use of e-mail (including e-mail Alerts)**

Given that an e-mail message is sent through a number of computers over which We have no control you need to be aware that any message you send to us or sent to you by the Bank may not be secure, any data contained therein may be intercepted by or otherwise become available to a third party and we cannot guarantee the timescales within which we shall receive your messages or you shall receive our messages. We do not in any way control the information or materials ("Information") contained in e-mail messages. However, we reserve the right (which we may exercise at any time, at our sole discretion and without notice) to delete, move or edit such information. In sending such Information, you shall be deemed to have waived any moral rights you may have in the message.

c) **Security of your Information**

You acknowledge the Internet is not an entirely secure medium for communication and, accordingly, the Bank cannot guarantee the security of any information exchanged via the Internet. We are not responsible for any damages you, or others, may suffer as a result of the loss of confidentiality of such information which is not contained in this privacy statement.

d) **Cookies**

The Bank, and on its behalf tracking partners, may use cookies (small files stored on your computer) to measure site usage and improve the service that we offer to you. We do not store any personal information that other organizations could read or understand and we do not monitor your visits to other websites not hosted by the Bank. If you wish to turn off our cookies please type "Cookie" in the index of the "help" facility in your browser, but please note that turning off cookies may limit your use of our Website.

**General**

- a) Each of the Terms and Conditions contained herein is separate from all other Terms and Conditions, so that if one Legal Term is found to be invalid or unenforceable this will not affect the validity of any of the other Terms and Conditions.
- b) The failure or delay by the Bank does not enforce any of its rights under these Terms and Conditions, does not stop the Bank from taking any action to enforce its rights in the future.
- c) The headings used in these Terms and Conditions are for ease of reference only and shall not affect the meaning of these Terms and Conditions.

**Interpretation**

In these terms and conditions the expression 'the Customer' shall include any persons, firm, partnership or corporate body