

# INTERNET BANKING PERSONAL ACCOUNT APPLICATION FORM

## SECTION 1: CUSTOMER DETAILS

Date: .....

Surname:		Other Names:		
ID/PP/SSN NO:		Nationality:		
P.O Box:	Postal Code:	Town:	Country:	
Mobile:	Email:			
How would you like to receive your login details?    Mobile phone <input type="checkbox"/> Email <input type="checkbox"/> Both <input type="checkbox"/>				

### A. PLEASE INDICATE THE DAILY TRANSACTION LIMIT

(This is the maximum transaction amount to iBank per day on all your accounts)

Currency:	Amount:	<b>For Bank Use Only</b>
		Equivalent in Base Currency :

### B. ACCOUNTS TO ACCESS

(Account authorization will be set as per the mandate held with the bank)

No.	Account Number	Access Type (Tick as appropriate)		For Bank Use Only
		View Only	Transact	Customer ID
1.				
2.				
3.				
4.				
5.				

 Register for KCB Simba loyalty program     Y     N

## CUSTOMER ACCEPTANCE OF THE TERMS AND CONDITIONS

I/We, understand and accept the KCB-I Bank Terms and Conditions, a copy of Which I/We have been given.

Signed: .....    Date: .....

### FOR JOINT ACCOUNTS ONLY

We confirm having authorized the above applicant to be registered for internet Banking against our joint account.  
 We confirm having read and understood the KCB internet Banking terms and conditions a copy of which we have been given.

NO.	SIGNATURE	DATE
1.		
2.		
3.		
4.		

## SECTION 2: FOR BANK USE ONLY

### A. INTERNET BANKING ADMINISTRATORS

	(STAFF NO.)	NAME	SIGNATURE	DATE
Authenticated by:				
Created by:				
Approved by:				
DAO:				

### B. LOG-IN DETAILS

Log-in ID	
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## OFFICIAL USE ONLY

Name of Sales Staff/Agent:		Sales Code (12X):	
Staff Number:	Branch Name:		Branch DAO Number:
Immediate Sales Supervisor:		Sales Code (12X):	
Name of Staff making the Sale referral:		Sales Code (12X):	
Sector:	Target:	Customer Type:	Risk Class:

Branch Manager's Signature: .....    Branch Stamp: .....

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## TERMS AND CONDITIONS

These Internet Banking Terms and Conditions (these "Terms and Conditions") govern your use of the KCB Bank Kenya Ltd. Internet Banking Services. Use of the Internet Banking Services is expressly conditioned upon your acceptance of these Terms and Conditions. Please read and review these Terms and Conditions carefully. By enrolling in or using our Internet Banking Services, you acknowledge and agree to abide by these Terms and Conditions. These Terms and Conditions supplement our applicable disclosure statements and agreements including, without limitation, our Depositor's Agreement, Schedule of Fees, Funds Availability Disclosure, Electronic Banking Terms and Conditions Disclosure Statement and Agreement and Privacy Policy, in effect from time to time. In the event that any provision of these Terms and Conditions conflict with the terms contained in any such disclosure statements and agreements, these Terms and Conditions shall control, to the extent necessary. By clicking or signing on the provided space, you acknowledge that you received, read, understood and agreed to these Terms.

### DEFINITIONS

As used herein, the terms the "Bank", "we", "us" or "our" mean KCB Bank Kenya Ltd.; "you" and "your" means an individual or entity that is the owner of an account or an individual authorized by an account owner to view account information and/or effect transactions with respect to an account"; "account" and "accounts" mean the current account, savings account, or other KCB Bank Kenya Ltd. Deposit account that you can access through the Services; "Site" or "Sites" mean the web site(s) owned or operated by the Bank, including, without limitation, <http://www.kcbbankgroup.com>; and <https://onlinebanking.kcbbankgroup.com>; "Service", "Services" and "Internet Banking Services" mean all products, services, materials, contents, features and methods of conducting transactions offered, obtained or otherwise made available on or through the Site including, but not limited to the ability to transfer funds between certain accounts, obtain account balance information, view recent transaction activity details, make bill payments through our bill pay service, view statements and check images; reorder checks for your KCB Bank Kenya Ltd. Current accounts and update your contact information; "Personal Account" means an account established by an individual primarily for personal, family or household purposes; "Business Account" means any account that is not Personal Account.

### ELIGIBILITY FOR THE SERVICES

To be eligible to register and use the Services, you must maintain at least one account with us. If you have more than one account that is eligible for access through the Services, we will strive to link your accounts together, and such accounts will appear in your Internet Banking profile, unless you request otherwise. Please note however that certain features of the Services may not be available for all of your accounts. Accounts that you open with the Bank after your initial enrollment in the Services will be enabled in the Internet Banking Services. Certain features information, transactions or other services available through the Services may not be available when accessing the Services through a mobile device.

### ACCESS REQUIREMENTS

To access the Services, you must have access to a computer or approved mobile device with an internet connection. You will also need to have one of the following supported internet browsers, Internet Explorer (version 7 or higher) or Firefox (version 2.6 or higher) with 256-bit encryption and Secure Sockets Layer 3 (SSL3). To the extent that you are able to access the Services using any non-supported internet browser, such use shall be at your sole risk, and you, and not the Bank, shall be liable for

any losses resulting from such use. You are responsible for obtaining, installing, maintaining and operating all software, hardware and other equipment necessary to access and use the Services including, without limitation, antivirus, anti-spyware and internet security software. You are also responsible for any and all fees imposed by any internet service provider or communications service provider. You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and hereby expressly assume such risks. You further acknowledge that you are responsible for the data security of the systems used by you to access the Services, and for the transmission and receipt of information using such systems. You agree that the Bank is not responsible for any errors or problems that may arise from the malfunction or failure of your computer, internet service provider or other systems, any virus, worm or other problem that may enter your computer by downloading information or materials from, or otherwise related to your use of the Services. You further agree that the Bank is not responsible for notifying you of any upgrades, fixes or enhancements to, or for providing technical support or other support for your systems. You are hereby granted a nonexclusive, non-transferable limited and revocable right to access and use the Services as well as any technology in object code. You agree that the Bank and our suppliers or servicers retain all intellectual property rights in any hardware, software, documentation, systems or other technology or intellectual property ("Technology") that may be made available to you in connection with the Services. You further agree (i) to read and comply with any license terms with respect to any Technology made available to you, (ii) to use the Technology solely for purposes of accessing the Services, (iii) to maintain the confidentiality of the Technology, (iv) not to translate, reverse engineer, disassemble or decompile any Technology, (v) to use the Technology in accordance with its documentation and all relevant security policies and procedures, and (vi) to return any and all copies of the Technology to us upon request. All Technology is provided to you on an "AS IS" and "AS AVAILABLE" basis.

### PASSWORDS AND ADDITIONAL SECURITY MEASURES

You will be provided with the USER ID and your initial password. On your first logon you will be required to choose a memorable word and password which you will use to obtain access to your accounts through the Services. In addition we may ask you to create and provide responses to authentication questions that only you and the Bank will know that may be used to verify your identity (together with your user ID and password, collectively referred to herein as "Access Information"). We may, at our option, change the parameters for the access information used to access the Service without prior notice to you. If we do so, you will be required to change your Access Information the next time you access the Services. You are solely responsible for keeping your Access information confidential or agree not to give or make it available to any person who is not authorized to access your accounts. Bank is authorized to provide information to any party and act upon all instructions received using your Access Information. You further agree that use of your Access Information will have the same legal effect as your written signature authorizing the transaction. If someone to whom you have granted authority to use your Access Information exceeds such authority, you, and not the Bank, shall be fully liable for all the transactions initiated by such individual. If you believe the security of your Access Information has been compromised in any way, you must alert us immediately. We reserve the right, under certain circumstances, to deny you access to any one or more account(s), the

Services or any part thereof, or to deny the processing of transactions if we reasonably believe your Access Information has been compromised in any way or is being used, or might be used, or might be used by any unauthorised person(s). For Business Customers, you agree to immediately notify us if a person with Access Information leaves your employment.

### HYPERLINKS

In connection with the Services, the Bank may provide you with a link ("Hyperlink") to a third party site. Such Hyperlinks are used at your own risk. We are not responsible for, nor do we control the content, products or services provided through these sites. We do not endorse or guarantee the products, information or recommendations provided by any such linked sites, and are not liable for any failure of products or services advertised on such sites. We do not make any representations or warranties of any kind, express or implied, as to the operations conducted at such other third party sites, or the accuracy or completeness of any information, content, materials or products included thereat including, but not limited to, the warranties of non-infringement of third party rights, title, merchantability and fitness for a particular purpose.

### ACCOUNT ACCESS

After you have successfully registered, you can use the Services seven (7) days a week, twenty-four (24) hours a day, although some or all of the Services may not be available during regularly scheduled maintenance periods, or during system/network interruptions.

### ELECTRONIC MESSAGES AND OTHER COMMUNICATIONS

By enrolling in and using the Services, you agree that all notices and other communications directly related to your use of the Services or to your accounts may be sent electronically to any e-mail address we may have on record for you. Or at our option, any other manner permitted by applicable law. As e-mail is not a secure method of communication over the internet, we recommend that you do not send confidential information, such as account numbers and financial information, to us by e-mail. If you want to contact us electronically, we recommend using the Messaging function on the Internet Banking site. Please be advised that we will not immediately receive an electronic message you send, and no action will be taken on any electronic message until we actually receive your message and have had a reasonable opportunity to act on it. If you need to contact us immediately, please call our Contact Centre on 0732 187 000 Or 0711 087 000 or email [contactcentre@kcb.co.ke](mailto:contactcentre@kcb.co.ke). If you provide us with a telephone number, as a contact for any of the products or services offered through the Site, you agree that we may call that number with service messages including, without limitation, prerecorded calls, notwithstanding any law, rule or regulation that would otherwise apply.

### ALERTS

Your enrollment in the Services may include access to mobile text messaging related services and alerts ("Alerts") By using the Services, you agree that we may send messages through your communication service provider for delivery to you and that your communication service provider is acting as your agent in this capacity. We may use a telephone number or e-mail address we have in our records for you or such other contact information as you may provide to us, for sending these Alerts. These alerts are provided for your convenience and do not replace your monthly account statements, which are the official record of your account. You understand and agree that the information sent through an Alert may not be encrypted and may include personal or confidential information about you such as your account activity or account status, and anyone with access to your e-mail or mobile device may be able to access the Alert.

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Additionally, Alerts sent via telephone may be delivered to voice mail or answering machines if no one answers the telephone. It is your responsibility to secure to secure your mobile device, protect your Access Information and provide timely information about changes to your telephone number, We endeavor to provide Alerts to you in a timely manner, however we do not guarantee the delivery or accuracy of an information sent through an Alert. Messages may be delayed or impacted by factors pertaining to your communication service provider, internet service provider or other third parties. We will not be liable for any losses or damages arising from the disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of or inaccurate content in information sent through an Alert.

#### TRANSFERS

You may use the Services to transfer funds to and from your account(s). You authorize us to charge us to charge your account(s) for all funds transfers that you initiate through the Services. You agree to maintain sufficient available funds in your account(s) for each such transfer you schedule. We may or not be obligated to, make any transfer you may request unless there are sufficient available funds in your account(s) to cover the transfer. If there are insufficient funds in your account(s) and we honor your payment request, you agree that you will reimburse the Bank for the amount of the payment plus any applicable fees, charges and penalties. We will not notify you whether or not your transfer request was completed. You accept and agree to confirm from your account statement whether or not a transfer was successful.

#### TRANSFER LIMITATIONS

We reserve the right to place limits on the frequency and amounts of any transfer(s) or refuse to make transfer(s) between certain accounts. We will notify you if we determine that we cannot carry out transfer instructions; provided, however, notification is not required if your transfer instructions are prohibited by these Terms and Conditions or applicable law.

#### PAYMENTS

Payments that can be made through the Services include, without limitation, payments that you schedule through our Internet Banking Bill Pay services, payments to certain KCB Bank Kenya Ltd. Accounts and payments made in the form of funds transfers to eligible loan or line of credit accounts. Payments will be debited from the account you designate, and you authorize us to debit and remit payment as instructed. You agree to maintain sufficient funds in your account for each payment you schedule. We may, but are not obligated to, make any payments you request unless there are sufficient funds in your account to cover the request. If there are insufficient funds in your account and we honor your payment request, you agree that you shall reimburse the Bank for the amount of the payment plus any applicable fees, charges and penalties. We will not notify you whether or not your payment request was completed. You accept and agree to confirm from your account statement whether or not a transfer was successful.

We reserve the right to place limits on the frequency and amounts of any transfers or refuse to make transfers between certain accounts. We will notify you if we determine that we cannot carry out your transfer instructions; provided, however, notification is not required if your transfer instructions are prohibited by these Terms and Conditions or applicable law.

#### ACCOUNT INFORMATION

Your account statement will remain the official record of your account. You agree to review your statement promptly after you receive it whether through the Internet Banking Service or normal routine statements provided by your branch. If your statement reflects transactions that you did not authorize, you must notify us immediately.

#### NEW FEATURES

We may, from time to time, in our sole discretion, introduce new products, services

and features to the Services or modify or delete existing feature. We shall notify you of any of these changes if we are legally required to do so. By using any new or modified products, services or features when they become available, you agree to be bound by these Terms and Conditions, as well as any additional terms and conditions specifically applicable to these new offerings.

#### INTERNET SERVICE FEES

There may be a charge in connection with your use of some of the features available through the Services. Please refer to the Schedule of Fees applicable to your accounts for more information. We reserve the right at any time to change, add or modify any fees and charges subject to thirty days prior notice to you. You agree to pay such fees and authorize us to deduct such fees from any accounts you maintain with us. If there are insufficient funds in your account to pay these fees, you agree to promptly remit payment to the Bank upon demand. You hereby acknowledge having read and understood the Schedule of Fees and to be bound by it.

#### LIABILITY FOR UNAUTHORIZED TRANSFERS OR PAYMENTS FOR PERSONAL ACCOUNTS ONLY

Each time you use the Services to process a transfer or payment transaction, you warrant that you are an owner or authorized signatory on the account from which the funds are being drawn to make such transfer or payment. The Bank is entitled to act on instructions received from your Access Information will have the same effect as your signature authorizing the transaction. If we do not complete a transfer or payment from your account on time or in the correct amount in accordance with our agreement with you, we will be liable only for your actual losses. We shall not be liable for any indirect loss, damage, consequential loss, or loss of profit or income. We will further not be liable in any way for any failure or delay in completing any transaction if:

- (i) Through no fault of ours, your account does not contain sufficient funds to make the transfer or payment, or the transfer or payment would exceed any applicable overdraft protection for such account;
- (ii) The Services, your computer, mobile device or software was not functioning properly at the time you attempted to initiate the transaction and it was evident to you at the time you began the transaction;
- (iii) Circumstance beyond our control prevent us from making the transfer or payment from such as acts of God, natural disasters, fires, floods, acts of government authority, terrorist acts, acts of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power outages or interruptions, telecommunications failure, severe adverse weather conditions, postal strikes, or other causes beyond our reasonable control;
- (iv) You do not provide us with complete and correct payment or transfer information or you do not follow the instructions in these Terms and Conditions or any other agreement with us for requesting a transfer or payment;
- (v) The funds in your account are subject to legal process or other encumbrance restricting the transfer or payment;
- (vi) A timely payment or transfer was made but the payee fails to timely credit your account after receipt. This limit is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

#### UNAUTHORIZED TRANSACTIONS FOR PERSONAL ACCOUNTS ONLY

You must alert us AT ONCE if you believe your Access Information has been stolen or used without your permission, or if you believe that unauthorized Internet transaction or payment has been made from any of your accounts. Contacting us via telephone is the best and fastest way of keeping your possible losses to a minimum. Kindly ensure that all telephone requests should be followed by written and duly signed Customer advice within three days. Also, if your statement shows transactions that

you did not authorize, alert us AT ONCE.

#### FOR BUSINESS ACCOUNTS ONLY

You are responsible for all transfers and payments that are made using your Access Information. We shall not have no liability to you for any errors or losses you sustain in using the Services except where we fail to exercise ordinary care in processing any transaction.

#### IN CASE OF ERRORS AND QUESTIONS ON YOUR ACCOUNTS FOR PERSONAL ACCOUNTS ONLY

In case of errors or questions about transfers or payments made through the Services, you should contact us, as soon as possible, by using the following address [contactcentre@kcb.co.ke](mailto:contactcentre@kcb.co.ke). If you think your statement is incorrect or you need more information about a transaction performed through the Services that is listed on the statement, You must:

1. Tell us your name and account number;
2. Describe the error or the transaction in question, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the currency and amount of the suspected error and if you tell us orally, we shall require that you tell us your complaint in writing within three days. If we determine that there was no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.

#### FOR BUSINESS ACCOUNTS ONLY

In case of errors or questions about transfers or payments made through the Services, you should contact us, at once by calling us at [+254] 0732 187 000 Or [+254] 0711 087 000 or email using the following address [contactcentre@kcb.co.ke](mailto:contactcentre@kcb.co.ke). If you think that your statement is wrong or you need more information about a transfer or payment listed on the statement, we must hear from you at once. Failure to so notify us will preclude you from being able to assert a claim based on such problem or error. Any errors reported to us will be investigated by us and we will advise you of the results of our investigation.

#### REPRESENTATIONS AND WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. WE FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO COMPUTER VIRUS OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY OR RELIABILITY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICES. WE MAY PERIODICALLY AMEND, ADD, DELETE, UPDATE OR ALTER THE SERVICES INCLUDING, WITHOUT LIMITATION, THESE TERMS AND CONDITIONS. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR APPLICABLE, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR

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OMMISSIONS IN THE CONTENT OF THE SITE AND WE SPECIFICALLY DISCLAIM ANY DUTY TO UPDATE THE INFORMATION ON THE SITE. YOU AGREE THAT NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE TO YOU OR THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, ARISING OUT OF YOUR ACCESS TO OR USE OF LIABILITY OR OTHERWISE, ARISING OUT OF YOUR ACCESS TO OR USE OF THE SERVICES ACCESS OR USE THE SERVICES. THIS SECTION SHALL SURVIVE TERMINATION OF YOUR USE OF THE SERVICES.

#### INDEMNIFICATION

You acknowledge and agree that you are personally responsible for your conduct while using the Services and agree to indemnify and hold us and our officers, directors, employees, shareholders, parents, subsidiaries, affiliates, agents and third party service providers harmless from and against any losses, damages, liabilities, costs or expenses of any kind including, without limitation, reasonable attorney's fees, court costs and related litigation costs and expenses, that we may incur in connection with any third party claim or otherwise, arising out of or concerning your use of the Services or the use of the Services by anyone using your Access Information, or your violation of these Terms and Conditions.

#### DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the case;

a) where it is necessary for completing transactions; b) where it is necessary for activating additional services; c) in order to verify the existence and condition of your account to a third party such as a credit bureau or merchant; d) to a consumer reporting agency for research purposes only e) in order to comply with a governmental agency or court order; f) if you give us your written permission; and g) in accordance with our Privacy Policy

#### UNLAWFUL TRANSACTIONS

You agree to not use the Services for any illegal or unlawful purpose. You acknowledge and agree that we have no obligation to monitor or review your transactions for legality and that we may presume that all of your transactions are legal in all applicable jurisdictions. We reserve the right; however, to decline any transaction that we believe is an illegal transaction or a high-risk transaction in any applicable jurisdiction. We are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any authorized transaction that is determined to be illegal. You further agree not to use your account or any of the Services to engage in any internet or Internet gambling transaction. We reserve the right to decline any transaction that we believe is an internet or Internet gambling transaction.

#### TERMINATION

We may terminate your use of the Services, in whole or in part, at any time and for any reason without prior notice including, without limitation, your failure to access the Services for a period of three consecutive months or longer. You may terminate your rights to use the Services by notifying us in writing. You authorize us to continue making transfers, payments and other transactions you previously authorized through the Services until such time as we have had a reasonable opportunity to act upon your instructions. It is your responsibility to cancel any recurring or future dated transfers prior to cancelling the Services as these transfers will not be terminated unless you do so. Notwithstanding the foregoing, all recurring transfers and

payments must be cancelled prior to terminating the Services. Upon any termination you shall immediately discontinue use of the Services. Any termination shall not affect your liabilities or obligations under these Terms and Conditions for any transactions initiated prior.

#### ADDRESS CHANGES

It is your sole responsibility to ensure that your contact information is current and accurate. This includes but is not limited to, your name, address, telephone numbers and email addresses. Changes can be made through the site or by contacting our Contact Center. The Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate contact or account information.

#### INTERMEDIARIES

You acknowledge that the Bank may engage third parties to provide some or all of the Services. The Bank shall have no obligation to disclose any such arrangements with third parties to you or obtain your consent thereto.

#### AMENDMENT

We may amend, revise or modify these Terms and Conditions at any time and from time to time have sole discretion subject to thirty days prior notice to you. We shall also post the amended terms and conditions on the Site, together with a notice that these Terms and Conditions that have been amended. Any use of the Services following such thirty day notice will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently we reserve the right to terminate these Terms and Conditions as to all such prior versions of the applications, services, and/or related material and limit access to only the most recent revisions and updates however subject to thirty days prior notice to you.

#### ASSIGNMENT

You may not assign any of your rights and obligations under these Terms and Conditions. We may assign our rights and obligations under these Terms and Conditions with no further liability.

#### WAIVER

Our failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms and Conditions. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies on future occasions.

#### COPYRIGHT AND TRADEMARKS

KCB Bank Kenya Ltd. and KCB Bank Kenya Ltd. Internet Banking are service marks of KCB Bank Kenya Ltd. Certain other trademarks and service marks owned by us, our subsidiaries and affiliates may be contained in the Site; all other marks contained herein are the property of their respective owner(s).

#### GOVERNING LAW

These Terms and Conditions shall be governed by and interpreted and interpreted in accordance with all applicable laws, rules and regulations. Any proceeding arising out of or concerning these Terms and Conditions shall be heard exclusively in the High Court of the Republic of Kenya. These terms and conditions and/ or the operations in the accounts of the Customer maintained by the Bank and/ or the use of the services provided through Internet Banking shall be governed by the laws of Kenya and no other nation. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than Kenya. The mere fact that the Internet Banking service can be accessed through internet by a Customer in a country other than Kenya shall not be interpreted to

imply that the laws of the said country govern these terms and conditions and/ or the operations in the Internet accounts of the Customer and / or the use of Internet Banking.

#### RISK LOSS

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you were in the process of Completing or completed shortly before a system failure or interruption should be verified by you through means other than the Services to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

#### FORCE MAJEURE

You agree that we shall have no responsibility or liability to you or any third party for failure or delay in our performance under this terms and conditions or for any losses due to causes or conditions beyond our control including without limitation ,delays and/or interruptions of business due to any act of GOD, natural disaster, fire ,flood ,terrorists act of government authority ,act of public enemy or war ,riot civil disturbance ,insurrection ,labor difficulty, power outage or interruptions ,telecommunications failure, postal strike severe adverse weather conditions or other causes beyond our reasonable control .the time if any, required for our performance under these Terms and Conditions shall be automatically extended during the period of such delay or interruption .

#### OTHER AGREEMENTS

In addition to these terms and conditions ,you agree to be bound by and comply with the terms of such other agreements we may provide to you in connection with the services or any other products which may be accessed through the services including ,but not limited to, internet banking terms and conditions ,funds availability disclosure ,and our electronic banking Terms and conditions Disclosure Statement and agreement.You further agree to be bound by and comply with any and all applicable laws ,rules and regulations ,including but not limited to,the rules and regulations of any networks ,clearing houses or funds transfer system to which the bank belongs ,in connections with your use of ours services .additionally if there is a conflict between what an employee of ours says and these terms and conditions .these terms and conditions will prevail.

#### SEVERABILITY

If any provision of these terms and conditions is determined to be invalid or unenforceable by court of competent jurisdictions, the remaining provisions of this terms will not be affected thereby, and each of those provisions will be valid and enforceable to the fullest extent permitted by law.

#### CAPTION HEADING AND INTERPRETATION

The caption heading are for conveniences or reference purposes only and are not to be constructed as a summary of each provision of this agreement. Unless it should be constructed so that the singular includes the plural and the plural includes the singular.

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## ACCEPTANCE OF THE TERMS AND CONDITIONS

### INTERNET

I/We, understand and accept the provisions and the Terms and Conditions contained in this Agreement.

### FOR BUSINESS ACCOUNTS ONLY

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

Banking as mobile as you. <https://onlinebanking.kcbgroup.com>

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