

## TERMS AND CONDITIONS RELATING TO THE HUSTLER FUND SAVINGS AND LOAN PRODUCT

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### 1. THE AGREEMENT

- 1.1 This Agreement sets out the terms and conditions (hereinafter called “the Terms and Conditions”) which shall be applicable to the Hustler Fund Savings and Loan Product (as hereinafter defined) opened by you (as hereinafter defined) with the Bank (as hereinafter defined).
- 1.2 These Terms and Conditions and any amendments or variations thereto shall take effect on their date of publication.

### 2. DEFINITIONS

- 2.1 In these Terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:
  - 2.1.1 **“Bank”** means KCB Bank Kenya Limited incorporated in Kenya as a limited liability company under the Companies Act (Chapter 486 of the Laws of Kenya) and duly licensed as a bank under the Banking Act (Chapter 488 of the Laws of Kenya) and includes subsidiaries of the Bank as may from time to time be specified by the Bank to you.
  - 2.1.2 **“Customer”** means the person means the subscriber to whom the Services relates.
  - 2.1.3 **“Customer Care Centre”** means any Telkom Retail Shops or Bank Branch or such other Bank Agent or Agents as may be notified to the Customer by the Bank from time to time.
  - 2.1.4 **“E-Money”** means the electronic monetary value depicted in your T-kash Account representing an equal amount of cash.
  - 2.1.5 **“Equipment”** includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access the Network.
  - 2.1.6 **“Hustler Fund Savings and Loan Product”** means the products under the Fund which will target individuals.
  - 2.1.7 **“Fund”** means the Hustler Fund established through the Public Finance Management (Financial Inclusion Fund) Regulations, 2022 issued and published under the Public Finance Management Act, 2012.
  - 2.1.8 **“Hustler Fund Account”**: means your mobile money store of value, being the record maintained by the Bank of the amount of money from time to time held by you in the Hustler Fund.
  - 2.1.9 **“Interest rate”** shall mean the rate of 8.0% per annum or such other loan rate as may be approved and communicated from time to time or such interest rate as the bank may from time to time apply to savings products.
  - 2.1.10 **“IPRS”** means the Integrated Population Registration System set up and maintained by the Government of Kenya under the Ministry of State for Immigration and Registration of Persons and its successors.

- 2.1.11 **“Network”** means the mobile cellular network operated by Telkom.
- 2.1.12 **“Personal Information”** means personal identifiable information as prescribed in the Data Protection Act which includes but is not limited to name, address, phone number, identification number and location data.
- 2.1.13 **“Pin”** means your personal identification number being the secret code used to access and operate the T-kash System.
- 2.1.14 **“Request”** means a request or instruction received by the Bank from you or purportedly from you through the Network and the System and upon which the Bank is authorized to act.
- 2.1.15 **“Services”** shall include any form of financial services or products that the Bank may offer you pursuant to this Agreement and as you may from time to time subscribe to and **“Service”** shall be construed accordingly.
- 2.1.16 **“SIM Card”** means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network.
- 2.1.17 **“SMS”** means a short message service consisting of a text message transmitted from one mobile phone to another.
- 2.1.18 **“System”** means the Telkom’s or the Bank’s electronic banking and communications software for purposes of the Services.
- 2.1.19 **“T-kash Account”** means your mobile money store of value, being the record maintained by Telkom of the amount of E-Money from time to time held by you in the T-kash System.
- 2.1.20 **“T-kash Service”** means the money transfer and payments service provided by Telkom through the T-kash System; **“T-kash System”** means the system operated by Telkom in Kenya for the provision of the T-kash Service using the Network.
- 2.1.21 **“T-kash Subscriber”** means any person registered to use the T-kash System to send or receive money or make payments.
- 2.1.22 **“Telkom”** means Telkom Kenya Limited, incorporated in Kenya as a limited liability company under the Companies Act.
- 2.1.23 **“Transaction Fees”** means the fees charged to transact on your T-kash Wallet as published by Telkom from time to time.
- 2.1.24 **“We,” “our,”** and **“us,”** means the Bank and Telkom and include their respective successors in title and assigns.
- 2.1.25 **“You”** or **“your”** means the Customer and includes the personal representatives of the Customer.
- 2.1.26 The word **“Customer”** shall include both the masculine and the feminine gender as well as juristic persons.
- 2.1.27 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

### 3. THE LOAN PRODUCT

3.1 The Hustler Loan Product, administered by KCB and/or Family Bank Limited, has the following key features:

- 3.1.1 The principal loan amounts under the product shall range from KES 500 to KES 50,000.
- 3.1.2 To be eligible,
  - 3.1.2.1 a person must be a Kenyan citizen of at least 18 years;
  - 3.1.2.2 a person must have a valid national identification card (ID);
  - 3.1.2.3 a person shall be eligible to borrow between KES 500 to KES 50,000 depending on a credit score developed by the Bank;
  - 3.1.2.4 a person must have a SIM Card registered with Telkom and be a registered subscriber of T-kash services;
  - 3.1.2.5 a person must have used the SIM Card for at least three months from the date of registration.
- 3.1.3 The term of the loan shall be fourteen (14) days and interest shall be charged at the rate of 8% per annum. Interest shall be accrued daily until repayment in full within fourteen (14) days.
- 3.1.4 The loan shall be advanced to eligible persons through the T-kash Wallet.
- 3.1.5 The Hustler Fund Savings and Loan Product shall have a savings component as follows:
  - 3.1.5.1 5% of the loan advanced shall be deducted to go towards savings (the "Savings Deduction").
  - 3.1.5.2 30% of the Savings Deduction shall be applied to a savings account (the "Short Term Savings").
  - 3.1.5.3 70% of the Savings Deduction shall be applied towards the Customer's pension (the "Pension Remittance").
  - 3.1.5.4 An added feature of the Hustler Fund Savings and Loan Product is that the Government of Kenya shall match the Pension Remittance of a Customer who has not defaulted on a loan in the ratio of 2:1 such that for every KES 2.00 saved, the government shall add KES 1.00 to a maximum government contribution of KES 6,000.00 per annum.
  - 3.1.5.5 If the loan has been fully repaid, the Customer shall only be entitled to access the Short Term Savings after 365 days from date of disbursement of the loan.
- 3.1.6 In the event of default by the Customer (non-payment within fourteen (14) days from the date of disbursement), interest shall accrue at the rate of 9.5% p.a. with effect from the 15<sup>th</sup> day. If the Customer fails to by the 30<sup>th</sup> day from the date of disbursement, the Customer's credit rating may be reviewed by the bank which may result in a review of the customer's assigned credit limit. The interest applied on the loan shall accrue on a daily basis from the date of loan disbursement until the 365<sup>th</sup> day, or such other earlier date upon which the loan may have been fully repaid. repay

- 3.1.7 In the event that the Customer fails to repay the loan by the 30<sup>th</sup> day from the date of disbursement, the Customer shall not be eligible to borrow from the Fund until full repayment of all outstanding amounts.
- 3.1.8 The bank shall retain the 30% intended for short term savings as described in 3.1.5.2 above in a suspense account until full repayment of the Loan.
- 3.1.9 Upon full repayment of a loan, the amount in 3.1.7 shall be released to the customer who will be at liberty to withdraw it or keep it as savings.

#### **4. ACCEPTANCE OF THE TERMS AND CONDITIONS**

- 4.1 Before applying for funds under the Hustler Fund Savings and Loan Fund Product via the T-kash System you should carefully read and understand these Terms and conditions which will govern the use and operation of the Hustler Fund Savings and Loan Fund/Hustler Fund;
- 4.2 If you do not agree with these Terms and conditions, please click “Decline” on the Hustler Fund menu at \*254#.
- 4.3 You will be deemed to have read, understood and accepted these Terms and Conditions:
  - 4.3.1 upon clicking on the “Accept” option on the Hustler Fund menu requesting you to confirm that you have read, understood, and agreed to abide with these Terms and Conditions; and/or
  - 4.3.2 by using or continuing to use and operate the Hustler Fund and/or the Services.
- 4.4 By applying for funds under the Hustler Fund Savings and Loan Product, you agree to comply with and be bound by these Terms and Conditions for the time being and from time to time in force governing the operation of the Hustler Fund Loan Product and you affirm that these Terms and Conditions herein are without prejudice to any right that the Bank or Telkom may have with respect to the Hustler Fund Savings and Loan Product in law or otherwise.
- 4.5 These Terms and Conditions may be amended or varied from time to time subject to at least thirty (30) days prior notice to you. The continued use of the services under the Hustler Fund Savings and Loan Product and/or the Services after lapse of the said notice period constitutes your agreement to be bound by the terms of any such amendment or variation.

#### **5. ACCOUNT OPENING**

- 5.1 The Bank reserves the right to verify with Telkom the authenticity and status of your T-kash account.
- 5.2 You may access the Hustler Fund solely by way of an electronic application made by you using your mobile phone via the Hustler Fund Savings and Loan Product menu on the Telkom Network system by dialing \*254# or any other means as may be notified to you from time to time.
- 5.3 You hereby consent and authorize the Bank to request for, receive, record, disclose or utilize your personal information held by Telkom pursuant to the agreement between you and Telkom for the provision of Telkom products and services and T-kash Service including your phone number, name, date of birth, ID or Passport Number and such

other information that will enable the Bank to identify you and comply with the regulatory “Know Your Customer” requirements (together the “Personal Information”). You also hereby agree and authorize the Bank to request Telkom for information relating to your use of the T-kash Service, T-kash System and Telkom Services as the Bank shall require for purposes of providing you the Services (“Customer information”) and in particular to determine your credit limit. You hereby consent to the disclosure of the Personal Information and the Customer information by Telkom to the Bank and to the aforesaid use of the Personal Information and the Customer information by the Bank.

- 5.4 You hereby agree and authorize the Bank to obtain and procure your Personal Information contained in the IPRS from the Government of Kenya and you further agree and consent to the disclosure and provision of such Personal Information by the Government of Kenya to the Bank.
- 5.5 You hereby further acknowledge and authorize the Bank to verify your Personal Information received from Telkom against the information received from the Government of Kenya in your respect as contained in the IPRS.
- 5.6 The Bank reserves the right to request for further information from you pertaining to your application for a Hustler Fund Savings and Loan Product at any time. Failure to provide such information within the time required by the Bank may result in the Bank declining to accept your application for a loan.
- 5.7 Acceptance of your application for a Hustler Fund Savings and Loan Fund shall be done via SMS sent to the Telkom Mobile Phone Number associated with your T-kash Account.
- 5.8 The Bank reserves the right to decline your application for a loan.

## **6. YOUR REQUESTS**

- 6.1 You hereby irrevocably authorize the Bank to act on all Requests received by the Bank from you (or purportedly from you) through the System and to hold you liable in respect thereof. The Bank may nevertheless refuse to carry out any Requests which would result in there being an overdraft on your Hustler Fund Savings and Loan Product and T-kash Account.
- 6.2 Telkom and the Bank shall be entitled to accept and to act upon any Request, if they believe that it can correct any incomplete or ambiguous information in the Request without any reference to you being necessary.
- 6.3 Telkom and the Bank shall be deemed to have acted properly and to have fully performed all the obligations owed to you notwithstanding that the Request may have been initiated, sent or otherwise communicated in error or fraudulently, and you shall be bound by any Requests on which Telkom and the Bank may act if they in good faith and without negligence acted in the belief that instructions was sent by you.
- 6.4 Telkom and the Bank may, in its absolute discretion, decline to act on or in accordance with the whole or any part of your Request pending further enquiry or further confirmation (whether written or otherwise) from you.
- 6.5 You agree to and shall release from and indemnify Telkom and the Bank against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to their having acted in accordance with the whole or any part of any of your Requests.

- 6.6 You acknowledge that to the full extent permitted by law, Telkom and the Bank shall not be liable for any unauthorized drawing, transfer, remittance, disclosure, any activity or any incident on your account by the fact of the knowledge and/or use or manipulation of your PIN, password, ID or by any other means occasioned by your negligence.
- 6.7 You can only cancel your Request by calling the Customer Care Centre and Requesting cancellation. Cancellation will however only be allowed where your Request is revocable and has not yet been acted on. If Telkom or the Bank is able to cancel your instruction you may be charged for such cancellation.
- 6.8 Telkom and the Bank are authorized to effect such orders in respect of your Hustler Fund Savings and Loan Product as may be required by any court order or competent authority or agency under the applicable laws.
- 6.9 In the event of any conflict between any terms of any Request received by the Bank from you and these Terms and conditions, these Terms and conditions shall prevail.

## **7. LOAN REPAYMENT**

- 7.1 The Bank may at any time give you notice in writing that if an accrued debt is not paid within a stipulated period from the date of receipt by you of the notice then Telkom may, without further notice, freeze your T-kash account from borrowing from the fund until payment in full.
- 7.2 Repayment of any amount due includes but is not restricted to repayment of the Interest and principal amount, and may be made through partial payments or a full payment.
- 7.3 It is agreed that the loan shall be available on an ongoing/continuous basis for a period of fourteen (14) days, with a further period of up to thirty (30) days from the first date of utilization of the loan.
- 7.4 Any funds available in your Hustler Fund account shall be applied towards repayment of the amount due in the following order of priority:
  - 7.4.1 First in repayment of unpaid Interest.
  - 7.4.2 Secondly towards repayment of the principal amount.

## **8. STATEMENTS**

- 8.1 You may request for a statement or activity report in respect of your funds within the T-kash Wallet through the applicable Telkom channels and menu.
- 8.2 The statement shall not be sent to you in printed form but shall be delivered to you via SMS to the Telkom mobile phone number associated with your T-kash account
- 8.3 Save for a manifest error, a statement issued to you in the aforesaid manner shall be conclusive evidence of the transactions carried out on your T-kash wallet for the period covered in the statement.
- 8.4 We reserve the right to rectify discrepancies, add and/or alter the entries in your statements, without prior notice to you. You will however be informed of any rectification, additions and or alterations effected on your statements within a reasonable time after the changes are effected.
- 8.5 All notifications of transactions related to the Hustler Fund Savings and Loan Product shall be by way of SMS and the transaction charges for this service will be debited from your T-kash Account.

## 9. CUSTOMER COMPLAINTS

9.1 You may contact the Bank's or T-kash's Customer Care Center to report any disputes, claims or discrepancies in respect of the Service through any of the contacts provided below

Telkom

By calling 100 for prepaid, 200 for postpaid or 160 which is for T-kash support. Alternatively, you can visit any Telkom shop.

Email: [customercare@telkom.co.ke](mailto:customercare@telkom.co.ke)

Twitter: @TelkomKenya

Facebook: Telkom Kenya

### **KCB Bank**

Email: [contactcentre@kcbgroup.com](mailto:contactcentre@kcbgroup.com)

Tel: +254 (20) 3270000

Tel: +254 (732) 187000

Tel: +254 (711) 087000

WhatsApp: +254 (711) 087087

SMS: 22522

9.2 Telkom and the Bank will take all measures within their means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with Telkom and the Bank's complaints handling procedures, which are available on request from any or Bank Branch or Customer Care Centre. Where a notification regarding your complaint or any other matter is expected but not received, you may make a further complaint within a reasonable time after non-receipt of such notification.

9.3 Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Customer Care Centre.

## 10. TAXES

10.1 Amounts in your T-kash Wallet may be subject to taxes in accordance with applicable Kenyan, foreign or international law.

10.2 You consent and agree that we may withhold amounts in your T-kash Wallet if any Kenyan or foreign tax authority requires us to do so.

## 11. HUSTLER FUND SAVINGS AND LOAN PRODUCT

11.1 Under this Fund, you will be entitled, subject to these Terms and Conditions, to transfer money from your T-kash account and/or make withdrawals therefrom into your T-kash account, as follows:

- i. using the Hustler Fund menu on your device, you may apply for a loan from the fund and if issued, the Bank shall channel loaned funds under the Hustler Fund Savings and Loan Product to your T-kash Account free of charge.
- ii. You may access and withdraw funds from the Hustler Fund menu on your

device and the applicable transaction Fees will however be charged on all transactions once the funds are in the T-kash ecosystem.

- iii. There will be no restrictions on the number of deposits into your T-kash Wallet for the Hustler Fund Savings and Loan Product over any period of time subject to a minimum deposit of Kshs. 1.00/=
- iv. Subject to availability of sufficient funds to your T-kash Wallet, there are no restrictions on the number of withdrawals you may make from your wallet over any period. You may withdraw up to the maximum allowable transactional limits under the T-kash Service.

## **12. PRIVACY POLICY**

### **12.1 Collection of information**

We collect certain Personal Information for compliance with our legal and contractual obligations to you or to take steps to enter into an agreement with you without which we are legally obligated to deny you the service.

Apart from the legal obligation mentioned above, we also need to collect your Personal Information for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.

### **12.2 Privacy**

We are committed to respecting and protecting the privacy of the information we collect from you. Our privacy statement, in compliance with the requirements of the Data Protection Act 2019, as updated from time to time, explains how we treat your Personal Information, who we share your information with, and measures taken protect your privacy when you use our Service. This can be found on the Telkom and KCB websites.

## **13. DISCLOSURE**

13.1 You hereby expressly consent and authorize the Bank to disclose, receive, record or utilize your personal information or information or data relating to your Hustler Fund account and any details of your use of the Services:

13.1.1 to and from the Bank's service providers, dealers, agents or any other company that may be or become the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services.

13.1.2 to a Credit Reference Bureau.

13.1.3 to the Bank's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings.

13.1.4 to Telkom or other business partners in connection with the T-kash Service and other affiliated Services for the purpose of fulfilment of a legal obligation or realizing legitimate interests.

13.1.5 for the purposes of credit scoring for the services.

13.1.6 for reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and



13.1.7 in business practices including but not limited to quality control, training and ensuring effective systems operation.

13.2 You authorize the Bank to disclose any information relating to your Hustler Fund account to any Kenyan, foreign or international law enforcement or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud or to any other institution or third party as required by the laws of Kenya or any other country and or as the Bank may deem necessary.

13.3 In the event of death, your estate administrator will be granted access to your T-kash wallet upon production of administration letters from a competent authority or confirmed grant of letters of administration or confirmed grant of probate by your legal representatives duly appointed by the Court.

#### **14. YOUR EQUIPMENT AND RESPONSIBILITIES**

14.1 You shall at your own expense provide and maintain in safe and efficient operating order your device necessary for the purpose of accessing the System and the Services.

14.2 You shall be responsible for ensuring the proper performance of your device. We shall neither be responsible for any errors or failures caused by any malfunction of your device, and nor shall virus or related problems that may be associated with the use of the System, the Services and the device. You shall be responsible for charges due to any service provider providing you with connection to the Network and the Bank shall not be responsible for losses or delays caused by any such service provider.

14.3 You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by us concerning the use of the System and Services.

14.4 You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your device and for keeping your PIN secret and secure. You shall ensure that your PIN does not become known or come into possession of any unauthorized person. We shall not be liable for any disclosure of your PIN to any third party and you hereby agree to indemnify and hold us harmless from any losses resulting from any PIN disclosure.

14.5 You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, you shall ensure that all communications from Telkom and the Bank are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the System will be detected.

14.6 You shall immediately inform the Telkom and the Bank through the Customer Care Centre in the event that:

14.6.1 You have reason to believe that your PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or

14.6.2 You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.

14.7 You shall at all times follow the security procedures notified to you by the Bank from time to time or such other procedures as may be applicable to the Services from time

to time. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your Hustler Fund Savings and Loan Product's data confidentiality. In particular, you shall ensure that the Services are not used or Requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so.

14.8 You shall not at any time or use the device in any way that may be prejudicial to us.

## **15. EXCLUSION OF LIABILITY**

15.1 In the absence of negligence on its part, Telkom and the Bank shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of (a) the failure of any of your device, or (b) any other circumstances whatsoever not within our control including, without limitation, force majeure, terrorist or any enemy action and adverse weather or atmospheric conditions.

15.2 In the absence of negligence on its part, Telkom and the Bank will not be liable for any losses or damage suffered by you as a result of or in connection with:

15.2.1 unavailability of sufficient funds in your T-kash account wallet;

15.2.2 the money in your T-kash Wallet being subject to legal process or other encumbrance restricting payments or transfers thereof;

15.2.3 your failure to give proper or complete instructions for payments or transfers relating to your Hustler Funds Savings and Loan Product funds;

15.2.4 any fraudulent or illegal use of the Services, the System and/or your Equipment;  
or

15.2.5 Your failure to comply with these Terms and Conditions and any document or information provided by the Bank concerning the use of the System and the Services.

15.3 Under no circumstances shall Telkom or the Bank be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to the Bank.

15.4 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

## **16. INTELLECTUAL PROPERTY RIGHTS**

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

## **17. INDEMNITY**

In consideration of our compliance with your instructions or Requests in relation the T-kash Wallet, you undertake to indemnify us and hold us harmless against any loss, charge, damage,

expense, fee or claim which the Bank suffers or incurs or sustains thereby and you absolve us from all liability for loss or damage which you may sustain from us acting on your instructions or Requests or in accordance with these Terms and Conditions.

## **18. VARIATION AND TERMINATION OF RELATIONSHIP**

18.1 Without prejudice to any of our rights under these terms and conditions, we reserve the right to at any time upon notice to you, terminate or vary our business relationship with you and may suspend or discontinue your use or access to the Hustler Fund:

18.1.1 if you use the T-kash wallet for unauthorized purposes or where the Bank detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services.

18.1.2 if your T-kash account or agreement with Telkom is terminated for whatever reason.

18.1.3 if the Bank is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority.

18.1.4 if the Bank reasonably suspects or believes that you are in breach of these terms and conditions

18.1.5 where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety.

18.1.6 to facilitate update or upgrade the contents or functionality of the Services from time to time.

18.1.7 where your T-kash Wallet becomes inactive or dormant or is deemed abandoned in line with the Unclaimed Financial Assets Act.

18.1.8 if we decide to suspend or cease provision of the Services for commercial reasons or for any other reason as we may determine.

18.2 If your T-kash Wallet has any credit balance at the time of its closure, Telkom will return any such balance to you, less any applicable fees.

18.3 You may cancel registration for the Service at any time through your Equipment. You may however not cancel registration if you have an outstanding and unpaid loan/principal or unpaid Interest amount.

18.4 Termination shall however not affect any accrued rights and liabilities of either party.

18.5 If Telkom or the Bank receives notice of your demise, we will not be obliged to allow any operation or withdrawal from your T-kash Wallet by any person except upon production of administration letters from a competent authority or confirmed grant of letters of administration or confirmed grant of probate by your legal representatives duly appointed by the Court.

## **19. MISCELLANEOUS**

19.1 These terms and conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors.

19.2 These terms and conditions (as may be amended from time to time) should be read in conjunction with the Terms and Conditions for the T-kash services. In the event of any inconsistency, these Terms and Conditions shall prevail in relation to the provision of

the Hustler Fund Savings and Loan Product.

19.3 This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.

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

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

## **20. DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION**

20.1 You may contact the Banks or Telkom's Customer Care Center to report any disputes, claims or discrepancies.

20.2 Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives shall be resolved by the parties through amicable settlement discussions, failing which it shall be referred to arbitration. Such arbitration shall be before a single arbitrator to be appointed by agreement between the parties or in default of such agreement within sixty (60) days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). Such arbitration shall be conducted in the English language in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act.

20.3 To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.

20.4 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.