

## AGENT FLOAT FINANCING FACILITY (KOPA FLOAT) TERMS AND CONDITIONS

### 1. THE AGREEMENT

- 1.1. This Agreement sets out the complete Terms and Conditions (hereinafter called "these Terms and Conditions") which shall be applicable to the Agent Float Financing Facility (as hereinafter defined) initiated by you (as hereinafter defined) with the Bank (as hereinafter defined).
- 1.2. The Customer accepts and acknowledges that this is a legal and binding agreement between the Customer and the Bank once accepted by both parties.
- 1.3. "We," "our," and "us," means the Bank and includes its successors in title and assigns.
- 1.4. "You" or "your" means the Customer and includes your personal representatives and heirs.
- 1.5. The word "Customer" shall include both the masculine and the feminine gender as well as juristic persons.
- 1.6. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.
- 1.8. Please read these Terms carefully before acceptance of the offer contained herein. These Terms and Conditions supplement our applicable disclosure statements and agreements including, without limitation, Funds Availability Disclosure, Electronic Banking Terms and Conditions Disclosure Statement and Agreement and Data Privacy Statement available at <https://ke.kcbgroup.com/data-privacy-statement/>, 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.
- 1.9. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

### 2. DEFINITIONS & INTERPRETATIONS

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

- 2.1. "Agent" means an entity contracted by a financial institution or a mobile network operator to process specified clients' instructions.
- 2.2. "Agent Float Financing Facility" means an overdraft facility offered by the bank to all Telco agents (Mpesa, Airtel and T-Kash) and Bank Agents (KCB, Vooma, Mobile banking, National Bank of Kenya and other partners that the Bank shall contract with) to enable them access short term facilities via mobile phones to purchase float in the absence of sufficient working capital.
- 2.3. "Agent Float Account" means a current account opened and operated by Bank Agents in accordance with the terms and conditions herein contained.
- 2.4. "Agent Float Menu" means the Agent Float menu accessible on the Mobile Banking system available on USSD and Mobile App.
- 2.5. "Bank" means KCB Bank Group 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.
- 2.6. "Bank Agent" means an entity that has entered into a written contract with the bank for the provision on the bank's behalf of specified banking services as provided in the contract with the bank.
- 2.7. "Bank Account" means the account held and operated in the Bank by a KCB customer.
- 2.8. "Bank Rate" means the interest rate on loans or savings as may be set and communicated by the Bank from time to time.
- 2.9. "Contact Centre" means the Customer Care Centre or KCB Branch, or KCB Mtaani outlets as may be notified to the Customer by the Bank from time to time.
- 2.10. "Credit Limit" means the maximum pre- approved amount that a customer can borrow on this facility.
- 2.11. "Credit Reference Bureau" means a credit reference bureau duly licensed under the Banking Act pursuant to the Banking (Credit Reference Bureau) Regulations, 2008 to inter alia, collect and facilitate the sharing of customer credit information.
- 2.12. "Customer" means the person in whose name the Agent Float Loan Account with the Bank is existing.
- 2.13. "Default Penalty" means penalty charged per annum on any outstanding loan amount after the due date. The default penalty for this facility is 5%.

- 2.14. "E-Money" means the electronic monetary value depicted in your Mobile Money Account representing an equal amount of cash.
- 2.15. "Equipment" includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access mobile Network.
- 2.16. "Facilitation Fee" means the fee charged for the Agent Float Financing facility. Facilitation Fees are subject to change at any time at the Bank's sole discretion subject to giving you thirty (30) days' notice of the proposed change.
- 2.17. "Immediate payment" means voluntary instant repayment of overdraft facility advanced before the due date.
- 2.18. "Interest rate" means the rate charged for credit facilities or bank credit facilities (including where applicable a variable Margin). The Interest rate will be a daily rate charged on the outstanding principal amount as stated in Table A.
- 2.19. "IPRS" means the Integrated Population Registration System set up and maintained by the Government of Kenya under the Ministry of State for Immigration and Registration of Persons.
- 2.20. "Loan Auto Recovery" means automated recovery of the loan advanced from the customers Bank Account(s) on/ after the due date.
- 2.21. "Mobile Money Agent Float Account" means a current account opened and operated by Telco Agents in accordance with the terms and conditions herein contained.
- 2.22. "Network" means the mobile cellular network operated by various mobile networks.
- 2.23. "Personal Information" means personal identifiable information as rescribed in the Data Protection Act which includes but is not limited to name, address, phone number, identification number and location data.
- 2.24. "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.
- 2.25. "Services" shall include any form of Banking services or facilities 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.
- 2.26. "SIM Card" means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the Mobile banking System.
- 2.27. "SMS" means a short, customized message service consisting of a text message transmitted from one mobile phone to another.
- 2.28. "System" means the Bank's Digital Banking Platform and communications software enabling the Customer to communicate with the Bank for purposes of the Services. The System and the Services will for the purpose of this Agreement be accessed through the Mobile banking System.
- 2.29. "Transaction Fees" includes the interest fee, the penalty fee and any other fees and charges payable for the use of the Services as published by the Bank on the Bank's website and/or the daily newspapers in Kenya or by such other means as the Bank shall in its sole discretion determine.
- 2.29. "Mobile Banking" means the money transfer and payments service provided by KCB through the Mobile banking System.
- 2.30. "Mobile Banking System" means the system operated by KCB for the provision of the Mobile Banking Service using the Mobile Networks.
- 2.31. "Mobile Banking PIN" means your personal identification number being the secret code used to access and operate the MOBILE BANKING System and your Agent Float Loan Account.
- 2.32. "Mobile Banking Subscriber" means any person registered to use the MOBILE BANKING System to send or receive money or make payments.

### 3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1. Before applying to access the Agent Float Financing Facility via the Mobile banking System you should carefully read and understand these Terms and Conditions which will govern the use and operation of the facility.
- 3.2. If you do not agree with these Terms and Conditions, please select "No" on the Agent Float Facility Menu.
- 3.3. You will be deemed to have read, understood, and accepted these Terms and Conditions: -
  - 3.3.1. Upon selecting "Yes" option on the Agent Float Facility Menu requesting you to confirm that you have read and accepted the Terms and Conditions as stated on the website <https://ke.kcbgroup.com/>; and/or
  - 3.3.2. Upon subscription to the Agent Float Financing Facility and/or by using or continuing to use and access the Agent Float Financing Facility.
- 3.4. By applying to access and use the Agent Float Financing Facility with the

Bank, you agree to comply with and be bound by these Terms and Conditions for the time being and from time to time in force governing the operation of the Agent Float Financing Facility and you affirm that these Terms and Conditions herein are without prejudice to any right that the Bank may have with respect to the Agent Float Financing Facility in law or otherwise.

3.5. These Terms and Conditions may be amended or varied by the Bank from time to time subject to at least thirty (30) days prior notice to you. The continued use of the Agent Float Financing Facility after lapse of the said notice period constitutes your agreement to be bound by the terms of such amendment or variation.

3.6. You acknowledge and accept that the Bank offers the Agent Float Financing Facility digitally only and you agree to do business with the Bank and to operate the Agent Float Financing Facility only by electronic means via the Agent Float Facility menu on the Mobile banking System. Any query and complaint you may have relating to the Services shall be addressed to the Bank through the Contact Centre. For the avoidance of doubt, you acknowledge and accept that you will not be allowed or entitled to receive or demand the Services pertaining to the Agent Float Financing Facility at any branch or branches of the Bank unless otherwise advised by the Bank in its sole discretion. You further acknowledge and accept that the Contact Centre is not a branch of the Bank or the Bank's agent for purposes of conducting banking business or transactions and that it will not act as such.

#### 4. ACCESSING THE FACILITY

4.1 In order to access the Agent Float Financing Facility with the Bank, you must be at least 18 years old, a registered and active mobile subscriber with a mobile service provider with which the Bank has an agreement with for provision of float purchase services. The Bank reserves the right to verify with the IPRS the authenticity of your details.

4.2 You may access the Agent Float Financing Facility solely by way of an electronic application made by you using your Equipment via the Agent Float Facility Menu on the Mobile banking System.

4.3 You hereby agree and authorize the Bank to request IPRS for your personal information held by IPRS pursuant to the agreement between you and KCB for the provision of Mobile Banking facilities and services and Banking 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 IPRS for information relating to your ID as the Bank shall require for purposes of providing you the Services. You hereby consent to the disclosure of the Personal Information by IPRS to the Bank and to the aforesaid use of the Personal Information by the Bank.

4.4 You hereby agree and authorize the Bank to obtain and procure your Personal Information contained in the 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.

4.5 You hereby further acknowledge and authorize the Bank to verify your Personal Information received from Mobile Network pursuant to Clause 4.3 against the information received from the Government of Kenya in your respect as contained in the IPRS

4.6. The Bank reserves the right to request for further information from you pertaining to your access of the Agent Float Financing Facility at any time. Failure to provide such information within the time required by the Bank may result in the Bank declining to accept your request to access the Agent Float Financing Facility, limit on usage of the services, suspension, or termination of the Agent Float Financing Facility

4.7. You undertake to update the personal information provided when opening the Bank Account within 30 days from the date of any changes to the information provided therein.

4.8. You shall link and retain a mobile phone number that will be associated with the bank account accessing the Agent float financing facility.

4.9. The Bank reserves the right to decline your application to access the Agent Float Financing Facility or to revoke the same at any stage at the Bank's sole discretion and without assigning any reason or giving any notice thereto.

4.10. You hereby agree and authorize the bank to automatically convert your account into a current account upon access of the Agent Float Financing Facility

4.11. You shall retain a current account for the purposes of accessing and utilizing the Agent float facility.

4.12. After successful access to the facility, you can use the Services seven (7) days a week, twenty-four (24) hours a day, although some or all of the Services will not be available during regularly scheduled maintenance periods or due to system/network interruptions.

4.13. The Bank reserves the right to decline your application for an Agent Float Facility or to revoke the same at any stage at the Bank's sole discretion and without assigning any reason or giving any notice thereto.

#### 5. AGENT FLOAT FINANCING FACILITY

As a registered Bank account holder and a Mobile banking Subscriber, you may, subject to these terms and conditions access the Agent Float Financing Facility using the Agent Float Facility menu on your equipment and/or borrow money from the Bank and make loan repayments as follows:

5.1 As a registered user of the Agent Float Financing Facility and having received a confirmation message bearing your limit, you may, subject to these terms and conditions apply for an Overdraft Facility using the menu on your equipment. The transaction fees payable to Mobile Network for transactions effected in respect of your access to the Facility from time to time will apply to any transactions effected in respect of the Agent Float Financing Facility using the Mobile banking System.

5.2. Where you apply for a loan from the Bank, your application shall be appraised according to the applicable loan appraisal processes of the Bank. The Bank reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan.

5.3. Subject to approval of your application for a loan the Bank shall disburse to you a loan of an amount to be determined by the Bank in its sole discretion.

5.4 The proceeds of the Loan shall be credited into your T24 Float account, Mobile banking Till or Telco Till whichever is applicable subject to any deductions on account of applicable Transaction Fees and Interest charge.

5.5. This Facility is a 30-day Facility and shall be repaid within 30 days. The amounts drawn and outstanding under the Facility together with interest and other sums payable with respect to the Facility are due and re-payable strictly on demand. However, without prejudice to the Bank's right to demand payment at any time in the Event of Default, it is agreed that the Facility shall be repaid as per terms appearing in Table A.

5.6 The Interest rate chargeable, and the Facilitation fee charged for the various repayment periods is as stated in Table A below.

5.7. In consideration of the Bank granting you the Loan, you shall pay the Bank an Interest charge being of not more than 0.2% per day. The Interest charge and non-interest fees shall be paid by you upon repayment of the Loan. Transaction Fees are subject to change at any time at the Bank's sole discretion subject to thirty days' notice to you.

5.8 You shall make all payments due from you to the Bank in respect of the Loan and Transaction Fees using the Mobile Banking System only unless otherwise agreed by the Bank in its discretion.

5.9 In the event that you do not repay the Loan in full (including the interest and Facilitation Fee) within the agreed repayment period after the date of disbursement of the Facility, if the overdraft facility is not repaid within 30 days, the same converts into a postdated loan and you will be liable to pay a Late Repayment Penalty fee of 5% per annum on any outstanding principal amount in respect of the Loan in addition to the outstanding Loan amount. The Bank will automatically start charging a late repayment penalty fee at the end of the loan repayment period, which shall be calculated on any outstanding amount in respect of the loan and shall continue to accrue till payment is received by the Bank in full.

5.10 The Customer may at any time partially or fully repay the loan before the expiry of the term.

5.11 The Bank shall be entitled to terminate this Agreement and close your Facility in accordance with the provisions of these Terms and Conditions without prejudice to any of its rights accruing hereunder if you fail to repay the Loan and/or the Transaction Fees due thereon within ninety (90) calendar days of the disbursement of the Facility.

5.12 The Bank shall utilize funds in any of accounts opened and operated by you to offset any amounts outstanding and due from you to the Bank in respect of your Facility. You hereby agree and confirm that the Bank is entitled in its discretion to prevent or restrict you from withdrawing in whole or in part the funds in your Bank Account for so long as and to the extent of the amount outstanding in respect of Facility without the Bank giving any notice to you and/or without incurring any liability to you whatsoever in that connection.

5.13 The Bank reserves the right to vary the terms of the Facility including the fees payable thereon from time to time having regard to the prevailing rules and regulations of the Central Bank of Kenya and the policies of the Bank. Provided that such varied Loan terms shall take effect only upon the lapse of an advance written notice, which we shall deliver to you at least of thirty (30) days in advance of the effective date of variations.

5.14 The Bank shall have a right of lien and set off over funds held by you in any Bank.

#### 6. FEES

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

6.2. You shall pay to the Bank and the Bank is entitled deduct from any of your Bank Accounts (without further reference to you):



- 6.2.1. Any Transaction Fees payable in respect of the Services.
- 6.2.2. Any legal charges including advocate and client costs incurred by the Bank in obtaining legal advice in connection with your Facility Account and your dealings with the Bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of any dealings in respect of your Agent Float Facility Account; and
- 6.2.3. All other fees, expenses and taxes, duties, impositions, and expenses incurred in complying with your Requests.
- 6.3. You hereby agree to pay costs charges and expenses incurred by the Bank in obtaining or attempting to obtain payment of any loan owed under your Agent Float Financing Facility.
- 7. TAXES**
- 7.1 All payments to be made by you in connection with these Terms and Conditions are calculated without regard to any taxes and duties payable by you. If any taxes are payable in connection with the payment, you must pay the Bank an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.
- 7.2 Amounts in your Bank Account may be subject to withholding tax in accordance with applicable Kenyan, foreign or international law.
- 7.3 You consent and agree that the Bank may withhold amounts in your Bank Accounts at any time, if any Kenyan or foreign tax authority requires the Bank to do so, or whenever the Bank is otherwise required by such law or needs to comply with internal policies or with any applicable order or sanction of such tax authority.
- 8. STATEMENTS**
- 8.1. You may request for a statement or activity report in respect of your Agent Float Financing Facility from the Bank.
- 8.2. The Agent Float Financing Facility Statement shall provide details of the last 5 (five) transactions, or such other number of transactions as determined by the Bank.
- 8.3. You may obtain a printed Bank statement pertaining to your Facility from the Bank's branches. You shall be responsible for the payment of any charges levied by the Bank for such printed statements.
- 8.4. Save for a manifest error, the Agent Float Financing Mini Statement or Bank statement issued to you aforesaid in respect of your Agent Float Financing Facility shall be conclusive evidence of the transactions carried out on your Facility for the period covered in the Agent Float Facility Mini Statement and/or Bank statement.
- 9. IRREVOCABLE AUTHORITY OF THE BANK**
- 9.1. It is your sole responsibility to familiarize yourself with the operating procedures for the service that will be provided by the Bank upon your registration to the Service. The Bank will not be liable for any losses incurred as a result of your errors either of commission and/or omission.
- 9.2. You hereby irrevocably authorize the Bank to act on all Requests received by the Bank from you (or purportedly from you) through the System and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.
- 9.3. If you request the Bank to cancel any transaction or instruction after a Request has been received by the Bank from you, the Bank may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.
- 9.4. The Bank shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Bank believes that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.
- 9.5. The Bank is authorized to effect such orders in respect of your Agent Float Financing Facility as may be required by any court order or competent authority or agency under the applicable laws.
- 9.6. In the event of any conflict between any terms of any Request received by the Bank from you and these Terms and Conditions, these Terms and Conditions shall prevail.
- 10. CUSTOMER'S EQUIPMENT AND CUSTOMER'S RESPONSIBILITIES**
- 10.1. You shall at your own expense provide and maintain in safe and efficient operating order your Equipment necessary for the purpose of accessing the System and the Services.
- 10.2. You shall be responsible for ensuring the proper performance of your Equipment. The Bank shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall the Bank be responsible for any computer virus or related problems that may be associated with the use of the System, the Services, and the Equipment. You shall be responsible for charges due to any service provider providing you with connection to the Network and the Bank shall not be responsible for losses or delays caused by any such service provider.
- 10.3. You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the Bank concerning the use of the System and Services.
- 10.4. You agree that you shall
- 10.5. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment and for keeping your Mobile Banking PIN secret and secure. You shall ensure that your Mobile Banking PIN does not become known or come into possession of any unauthorized person. The Bank shall not be liable for any disclosure of your Mobile Banking PIN to any third party and you hereby agree to indemnify and hold the Bank harmless from any losses resulting from any Mobile Banking PIN disclosure.
- 10.6. You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, you shall ensure that all communications from the Bank are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the System will be detected.
- 10.7. You shall immediately inform the Bank through the Contact Centre if:
- 10.7.1. You have reason to believe that your Mobile Banking PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or
- 10.7.2. You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- 10.8. You shall always, 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
- 10.9. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your Agent Float Financing Facility confidentiality, you shall ensure that the Services are not used, or Requests are not issued, or the relevant functions are not performed by anyone other than a person authorized to do so.
- 10.10. You shall not at any time operate or use the Services in any manner that may be prejudicial to the Bank.
- 10.11. You shall not use the funds advanced for any other purpose other than for Float Purchase.
- 11. EXCLUSION OF LIABILITY**
- 11.1. The Bank will not be liable for any losses or damage suffered by you as a result of or in connection with:-
- 11.1.1. Unavailability of sufficient funds in your Bank Account.
- 11.1.2. the money in your Bank Account being subject to legal process or other encumbrance restricting payments or transfers thereof.
- 11.1.3. Your failure to give proper or complete instructions for payments or transfers relating to your Agent Float Financing Facility.
- 11.1.4. Device, the Network, or the Service.
- 11.1.5. The Services, the System and/or your Mobile Device 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.
- 11.1.6. Failure of any other telecommunication system or data transmission data system other than KCB Mobile Banking System.
- 11.1.7. Transactions made from your registered Mobile Banking channel by unauthorized third party who passes all the identity and verification checks.
- 11.1.8. Transactions made by input of incorrect amounts by you.
- 11.1.9. Disclosure of information to third parties, non-delivery, delayed delivery, mishandling of or inaccurate content in information sent through an Alert.
- 11.1.10. Unauthorized access to the service due to loss of your mobile device.
- 11.1.11. The quality of service of your mobile service provider.
- 11.1.12. Any fraudulent or illegal use of the Services, the System and/or your Equipment; or
- 11.1.13. Your failure to comply with these Terms and Conditions and any document or information provided by the Bank concerning the use of the System and the Services.
- 11.2. Under no circumstances shall the Bank be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to the Bank.

11.3 If for any reason other than a reason mentioned in these Terms and Conditions are interfered with or unavailable, the Bank's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practical.

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

## 12. INTELLECTUAL PROPERTY RIGHTS

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

## 13. INDEMNITY

13.1. In consideration of the Bank complying with your instructions or Requests in relation to the Agent Float Financing Facility you undertake to indemnify the Bank and hold it harmless against any loss, charge, damage, expense, fee or claim which the Bank suffers or incurs or sustains thereby and you absolve the Bank from all liability for loss or damage which you may sustain from the Bank acting on your instructions or requests or in accordance with these Terms and Conditions.

13.2. The indemnity in clause 13.1 shall also cover the following:

13.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against the Bank or which it may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Bank's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Bank.

13.2.2. Any loss or damage that may arise from your use, misuse, abuse, or possession of any third-party software, including without limitation, any operating system, browser software or any other software packages or programs.

13.2.3. Any unauthorized access to your Agent Float Financing Facility or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your Equipment.

13.2.4. Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third-party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by the Bank as a consequence of any breach by these Terms and Conditions.

13.2.5. Any damages and costs payable to the Bank in respect of any claims against the Bank for recompense for loss where the particular circumstance is within your control.

13.3. Any claim brought against the Bank by a third party resulting from your breach of these Terms and Conditions.

## 14. SUSPENSION AND/ OR TERMINATION

14.1. Save for the provisions under Clause 14.2, the Bank may upon issuance of thirty (30) days' notice to you, terminate its business relationship with you and close your Agent Float Financing Facility and in particular but without prejudice to the generality of the foregoing the Bank may cancel credit limit which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine.

14.2. Without prejudice to the Bank rights under clause 14.1, the Bank may at its sole discretion suspend, decline loan application, or close your Agent Float Financing Facility:

14.2.1. If you use the Facility for unauthorized purposes or where the Bank detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services.

14.2.2. If your Bank Account or agreement with the bank is terminated for whatever reason.

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

14.2.4. If the Bank reasonably suspects or believes that you are in

breach of these Terms and Conditions (including non-payment of any Loan amount due from you where applicable).

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

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

14.2.7. Where you remain inactive for any period determined by the Bank in its reasonable discretion; or

14.2.8. If the Bank decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion.

14.3. You may close your Agent Float Financing Facility at any time upon payments of all outstanding amounts owed to the Bank.

14.4. If your Agent Float Facility is in arrears at the time of closure of your Agent Float Financing Facility, you agree to pay to us immediately all amounts you owe us.

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

14.6. If the Bank receives notice of your demise, the Bank will not be obliged to allow any operation or access of your Agent Float Financing Facility by any person except upon presentation of Grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

## 15. DATA PROTECTION & PRIVACY

15.1 The Bank is required by law to collect certain personal data and are legally obligated to deny the Borrower the service if such information is not availed. Apart from the legal obligation mentioned above, the Bank also needs to collect the Borrower's personal data for quality service delivery. Although this is voluntary, without such information the Bank may not be able to provide quality service. Personal data may include, but is not limited to, the Borrower's name, address, occupation, contact details, information captured on security systems (including a recording of the Borrower's image on Closed Circuit Television (CCTV)), the information contained in any of the Borrower's account(s) the Borrower may have with the Bank either singly or jointly with any other person, the type of facilities and/or services that the Borrower has subscribed to with the Bank and such other necessary data regarding the Borrower and the Borrower's transaction(s) with the Bank;

15.2 The Bank is committed to respecting and protecting the privacy of the Personal Data collected from the Borrower. KCB Group Plc privacy statement, as updated from time to time, explains how the Bank treats the Borrower's Personal Data, who to share the Borrower's Personal Information with and measures taken to protect the Borrower's privacy when the Borrower uses any of the Bank's Services. This can be found on KCB Data Privacy Statement accessible on our website, [www.kcbgroup.com](http://www.kcbgroup.com).

15.3 The Borrower hereby explicitly and unambiguously consents to the collection, use and transfer of personal data, between the Bank and affiliates for the purpose of effecting/implementing, administering, and securing the Facility.

15.4 The Bank may hold and process, by computer or otherwise, any information obtained about the Borrower as a consequence of the application for the Facility.

15.5 The Borrower confirms that the Bank may at any time and from time to time at its sole discretion carry out credit checks with any of the licensed credit reference agencies on the Borrower.

15.6 The Borrower agrees that the Bank may: -

a) include personal data of the Borrower in the Bank's Borrowers' computer systems which may be accessed by other companies in the Bank's group for credit assessment, statistical analysis including behaviour and scoring and to identify facilities and services (including those supplied by third parties) which may be relevant to the Borrower; and

b) permit other companies within the Bank's group to use personal data and any other information it holds about the Borrower on the Bank's Borrowers' computer systems to bring to its attention facilities and services which may be of interest to the Borrower.

15.7 The Borrower agrees that the Bank may disclose any information relevant to the Borrower and the Facilities in the Bank's possession relating to the Borrower on terms that such recipient is to treat in confidence any confidential information so disclosed to it and further agrees that the Bank may disclose personal data and/or information relating to the Borrower or any relevant party outside the Bank's group whether such personal data and/or information is obtained after the Borrower ceases to be the Bank's Borrower or during the continuance of the bank-Borrower relationship or before such relationship was in contemplation:-



- a) for fraud prevention purposes.
  - b) to licensed credit reference agencies or any other creditor if the Borrower is in breach of its obligations to the Bank and the Borrower agrees that such information may be used by other banks or institutions in assessing credit applications and for debt tracing.
  - c) to the Bank's external lawyers, valuers, survey agencies, auditors, software developers and sub-contractors or other persons acting as agents of the Bank.
  - d) to any person who may assume the Bank's rights under the Letter.
  - e) to debt collection agencies.
  - f) to any regulatory, fiscal, or supervisory authority, any local or international law enforcement agencies, governmental agencies to assist in the prevention, detection, investigation or prosecution of criminal activities and law enforcement agencies or courts where demand for any personal data and/or information is within the law.
  - g) to the Bank's subsidiaries, affiliates and their branches and offices (together and individually).
  - h) if the Bank has a right or duty to disclose or is permitted or compelled to do so by law.
  - i) for purposes of exercising any power, remedy, right, authority or discretion relevant to the Letter or the Security following the occurrence of an Event of Default, to any other person or third party as well.
- 15.8 The Borrower acknowledges and agrees that, notwithstanding the terms of any other agreement between the Borrower and the Bank, the disclosure by the Bank of information relevant to the Borrower and the Facilities in the circumstances contemplated in this clause does not violate any duty owed to the Borrower either in common law pursuant to any agreement between the Bank and the Borrower or in the ordinary course of banking business and the customs, usage and practice related thereto and further that the disclosure as aforesaid may be made without reference to or further authority from the Borrower and without inquiry by the Bank as the justification or validity of such disclosure.
- 15.9 The Borrower acknowledges that the Bank may retain your personal data and/or information for a period of up to seven (7) years or as may be required by law.

**16. MISCELLANEOUS**

- 16.1. These Terms and Conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors.
- 16.2. This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.
- 16.3. The Bank may vary or amend at any time these Terms and Conditions and the Transaction Fees. Any such variations or amendments may be published in posters or pamphlets available at bank's branch outlets, in the daily newspapers, on the Bank website and/or by any other means as determined by the Bank and any such variations and amendments shall take effect immediately upon the lapse of thirty (30) days written notice issued by the Bank informing you about the variations or amendments.
- 16.4. No failure or delay by either yourself or the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 16.5. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 16.6. If any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.
- 16.7. Any addition or alteration to these Terms and Conditions may be made from time to time by the Bank and of which notice has been given to you by way of publication shall be binding upon you as fully as if the same were contained in these Terms and Conditions.

**17. NOTICES**

- 17.1. The Bank may send information concerning the Agent Float Financing Facility via calls, electronic mail (email) SMS to the Mobile Network Mobile Phone number associated with your Bank Account. You hereby expressly consent to receiving notifications, electronic mail, and other forms of communication from the Bank in respect to the Agent Float Financing Facility
- 17.2. You acknowledge that you have no claim against the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications, or any other irregularities due to transmission of any communication pertaining to the Agent Float Financing Facility.
- 17.3 You understand and agree that the information sent through the above-mentioned forms of communication may not be encrypted and may include personal information about you such as your account activity or

account status, and anyone with access to your equipment may be able to access the information.

- 17.4 You confirm that you are the primary user for the mobile number associated with your Agent Float Financing Account.
- 17.5 You shall notify the bank in writing of any change of name or address. Until such notice is received your address shall be that stated in the application form.

**18. CUSTOMER COMPLAINTS**

- 18.1 Complaints and inquiries may be made in person, in writing, email on or by telephone.
- 18.2 For purpose of making an inquiry or reporting a complaint, the following may be used: SMS number: 5222  
WhatsApp number: 0711 087087  
Telephone: +254 711 087000, +254 732 187000, +254 20 2287000.  
Email: contactcentre@kcbgroup.com
- 18.3 You should bring your complaint to our attention with your contact information, and we will aim to deal with any complaints promptly and fairly. A copy of our complaint's procedure is available on request from any branch or our Contact Centre
- 18.2 The Bank will take all measures within its means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with the Bank's complaints handling procedures and, the Bank's Service Charter which is available on request from any Contact Centre. Where a notification regarding your complaint or any other matter is expected from the Bank but not received, you may make a further complaint within a reasonable time after non-receipt of such notification.
- 18.3 Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Borrower Care Centre.

**19. LAW**

- 19.1. These Terms of Use shall be governed by and construed in all respects in accordance with the Laws of Kenya.
- 19.2 Unless otherwise provided herein, any and all disputes arising under, pertaining to or touching upon this Letter or the statutory rights or obligations of either party hereto, shall, if not settled by negotiation, be subject to mediation before an independent mediator selected by the parties.
- 19.3 Nothing in this paragraph shall limit the right of the Bank to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking or proceedings at one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

**KCB Bank Kenya Limited is regulated by the Central Bank of Kenya.**

**Signed by the Applicant:**

Name \_\_\_\_\_ Signature: \_\_\_\_\_

ID No.: \_\_\_\_\_ Date: \_\_\_\_\_

**In the presence of:**

Name \_\_\_\_\_ Signature: \_\_\_\_\_

ID No.: \_\_\_\_\_ Date: \_\_\_\_\_

**Bank Official:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

**ANNEXURE 1**

**CONSENT TO THE COLLECTION AND PROCESSING OF PERSONAL DATA**

By completing this form, I confirm that I have read the KCB Data Privacy Statement available at [www.kcbgroup.com](http://www.kcbgroup.com) which provides information on how KCB will use and process my personal data. I acknowledge and agree to the collection, processing and/ or storage of my personal data by KCB to facilitate provision of banking and incidental services, administration and/or management purposes, compliance with statutory obligations prescribed by relevant legal regulations and as required by law.

I understand that the Bank will collect my personal data including my title, name, photographs, marital Status, nationality, occupation, residence, physical and postal address, phone number, identity document type and number, date of birth, age, gender, email and social media address, signature specimen, employment details, estimated monthly income levels, education, transaction and account status information, cookie ID, mobile ID, IP address, next of kin details and other necessary personal data needed to enable use of my account as per clause 19 of this Terms and Conditions.

I acknowledge that my personal data may be collected, processed, and stored by KCB employees, service providers/ suppliers, agents, contractors, marketing and advertising agencies, financial institutions, selected partners, or third-party software providers on behalf of KCB, and who are contractually and statutorily obligated to keep my personal data confidential subject to appropriate safeguards.

I acknowledge that from time-to-time KCB may need to transfer my personal data outside the country where I am located, to facilitate a service or to a third-party domiciled outside Kenya for performance of a contractual obligation. These includes countries that do not have laws that provide specific protection to personal data. I acknowledge that in case of transfer of my personal data outside Kenya, KCB shall ensure that there is proof of adequate data protection safeguards in the recipient country or conclusion of a standard contractual clause on protection of personal data-

I understand that my personal data will be stored in accordance with the record retention requirements applicable to KCB. I acknowledge that as a data subject I have the right to request the access to, the correction and/or deletion, restriction of, as well as right to object against the processing of my personal data. These rights are more specifically described in the KCB Data Privacy Statement.

I understand that I can contact KCB at any time in relation to the use, access, rectification, restriction of my personal data through any of the available Contact Centre channels which include telephone 0711 087000 or 0732 187000, SMS: 22522 or by writing an email to: [contactcentre@kcbgroup.com](mailto:contactcentre@kcbgroup.com) . I also understand that I can withdraw my consent at any time.

I hereby voluntarily and expressly give consent to the to the Bank, its respective officers, agents, affiliates, in any jurisdiction to process my personal data as described above and any sensitive personal data provided regarding the products and services offered by the Bank, or to process my requests and for any other purposes required by law.

Name of data subject \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ I consent

**ANNEXURE 2**

**TO SUBSCRIBE TO MARKETING UPDATES**

I understand that KCB would like to send to me news, promotional or marketing information and carry out market research about its products and services. Contact may be in person or through automated or electronic means including phone, e-mail, mobile apps, automated calls or KCB website.

I hereby consent to the processing of my personal data, which personal data I hereby voluntarily provide for the following purposes:

- a) Marketing purposes relating to KCB's offers of products and services.
- b) Sending information about organized events and other activities.
- c) Contacts for the purpose of market research.
- d) Contacts for the purpose of holidays greetings.
- e) Sending discount vouchers, gifts, prize competition.
- f) Profiling (marketing scores).
- g) Respond to or participate in a survey.
- h) Marketing purposes relating to third party's offers of products and services.

By filling out below, I subscribe to updates by KCB and agree to receive promotional or marketing offers in accordance with KCB Data Privacy Statement.

Name \_\_\_\_\_ Enter your phone number \_\_\_\_\_

Enter your email address \_\_\_\_\_

I acknowledge that I can contact KCB at any time if I wish to unsubscribe from direct marketing messages vide Contact Centre on 0711 087000 or 0732 187000, SMS: 22522 or by writing an email to: [contactcentre@kcbgroup.com](mailto:contactcentre@kcbgroup.com).

Name of Individual providing Consent: \_\_\_\_\_

Address of Individual providing Consent: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_ I consent

**TABLE A:**

**AGENT FLOAT FINANCING FACILITY: PRICING SCHEDULE**

Daily Interest Rate	0.20%
Loan Tenor	30 days
Default penalty	5% p.a