

# PERSONAL ACCOUNT OPENING GENERAL TERMS AND CONDITIONS

For the purpose of these terms and Conditions "Bank" shall refer to DIB Bank Kenya limited (DIB) its successors in title and assigns. These terms and conditions ("the Terms") govern our respective rights and obligations when you use your Account and come into effect when you register for an Account or once you access your Account, whichever occurs first. By making use or accessing your Account, you admit that you have read, understood and agreed to these terms and conditions, and that you consent to your personal information being shared within the Bank in the ordinary course of our business of providing the Services to you.

## 1. DEFINITIONS AND INTERPRETATION

1. Any person(s) opening an account with the Bank (whether resident or Nonresident), will be deemed to have read and understood these terms and conditions and the applicable Schedule of Bank Charges issued and approved by the Central Bank of Kenya.

2. All products and services provided by the Bank are subject to their own terms and conditions ("product agreements. These Terms (governing the use of the Account) must be read together with and form part of each product agreement.

3. No account shall be opened by the Bank unless the account opening form is fully completed and the requisite supporting documents attached and attested by the required authorities (if any).

4. Upon submission of duly completed account opening forms the Bank will generate an Account Number for the customer in accordance with the Bank's policies and procedures on Account Opening.

5. The customer will give the bank in an acceptable form the specimen signature of every person authorized to operate the account. The bank is under no duty to enquire or ascertain into the purpose for which an authorized signatory exercises his powers on behalf of or otherwise for the customer. The bank accepts no obligation to any person (including any authorized signatory) other than the customer who is authorized to operate the account or whose concurrence or signature is necessary for the operation of the account.

The customer undertakes to maintain the confidentiality of his ID and password together with all other information and materials of any nature supplied to it by the bank in relation to this agreement. The Customer shall be fully liable to the bank for any breach of the provisions of this paragraph. The Bank has a statutory responsibility to apply any applicable tax on all charges on customers' accounts

6. Only valid and acceptable means of Identification (e.g. International Passport, Kenyan National Identity Card, and Alien ID) will be required before the Bank opens any account.

7. Each account shall possess a distinctive number which shall be quoted in all correspondence with the Bank relating to the account.

8. Any change in name, address, contact details, occupation, and physical location should be immediately communicated in writing to the Bank.

9. The bank shall reference its tariffs, fees and charges for its products in the product agreements.

10. The Bank may, without notice, set off against any account indebtedness of the customer:

- i. Any other account whether current, facility, savings or any other type;
- ii. Any time or other deposit

11. The bank may, upon notice to the customer, set off his account against any other account or indebtedness in respect of which the customer is liable, notwithstanding that some other person may also be liable in respect thereof.

12. The post office/courier firms and other agents of mail delivery shall be considered agents of the account holders for delivery of statements, letters and related communication, no responsibility shall be accepted by the Bank for access by third parties, loss, delay or non-delivery of such items including cheque books sent by post/courier at the request of the account holder

13. The Bank is authorized to effect such orders in respect of the accounts as may be required by any court order or competent authority or agency under the applicable laws of the land.

14. Domiciliary accounts (Foreign currency account and fixed deposits) maybe established in U.S. Dollars, Rand, Pound, Sterling, Euro and such other currency, as the Bank shall determine from time to time, as allowed by local regulations in force from time to time. Domiciliary (Foreign currency) accounts/deposits are opened and maintained subject to Foreign exchange regulations, directives of the Government of Kenya or any of its organization/agencies and the Central bank of Kenya from time to time.

15. Profit on savings and fixed deposits may be paid at periodic intervals, as determined by the Bank and/or upon respective maturity dates of such deposits at such rate as may be determined by the Bank from time to time.

16. Uncleared instruments though credited in the account, shall not be drawn against unless in the complete discretion of the Bank and at such drawings will attract uncleared effects charges as may be set from time to time. Even if such Instruments are credited to customers account and/or allowed to be drawn against, the Bank shall have at all times have the right to debit the account holders account, if the instruments are not realized without prior notice to account holder/depositor.

17. In case a deposit matures on a public or Bank holiday, then the Bank shall pay the deposit on the next working day when the Bank is open for ordinary banking business.

18. Cheque books are issued subject to the following conditions:-

i. The customer agrees to look after and use any cheque book and any cheque form with the utmost care.

ii. The customer further agrees to ensure:-

a. That all uncompleted cheque forms are kept in safe custody at all times;

b. That the bank is informed immediately upon discovery by the customer that any cheque book or any cheque form has been stolen, lost or mislaid;

c. That any person preparing the cheque is authorized to do so;

d. That any cheque is prepared and signed in ink or other inedible writing materials;

e. That the amount of any cheque is written as near as possible to the left side of the form to prevent any addition of unauthorized letters or figures;

f. That any cheque and any alteration is signed by an authorized signatory;

g. That no uncompleted cheque is given to any stranger or other person when the customer does not have reasonable grounds believing him to be trustworthy.

iii. The customer is advised that;

a. Where possible any uncompleted cheque should be crossed with two distinct lines in order to make the cheque negotiable only through a bank; and

b. If it is known with which bank the beneficiary of a cheque keeps his account then the name of the bank should be added to the crossing in order to make the cheque negotiable only through that particular bank.

iv. On the receipt of a written notice by the customer to stop payment of a cheque, the bank will record the notice and make any claim that may arise.

v. Upon closure of any account the customer will return to the bank any remaining uncompleted cheque forms relating to the account.

vi. The bank may refuse payment of any cheque not drawn on the Bank's cheque form in the manner specified by the bank in these terms and conditions.

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

viii. The bank will pay cash to the customer where the cheque is signed in the presence of the teller, by an authorized signatory(s).

ix. Where a cash cheque is presented not by the customer but by a third party, the bank may require confirmation from the customer or from a representative of the customer before it makes payment.

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

xi. The employee or agent will be identified beforehand in a manner acceptable to the bank.

xii. A limit on such drawings will be agreed in writing with the bank, and until such limit is agreed no drawings will be allowed under this paragraph.

xiii. Where the customer requests that payments be made under paragraph (i) the customer indemnifies the bank in respect of all payments made to the presenter of the cheque whether or not the money was received by the customer and whether or not the order for payment was in fact the order of the customer.

xiv. k. The bank shall not be liable in any way to the customer for having honored, even negligently, any cheque the signature or the content of which has been forged or any payment instruction from the customer or his authorized signatory, which instruction was given fraudulently if;

xv. The customer has facilitated such forgery either by failure to comply with any of the conditions contained in clause 17 hereof or by negligence in any other way; or

xvi. There has been a previous forgery of any cheque of the customer without the customer having objected to the first statement of accounts which debited such cheque as provided by clause 7 hereof or

xvii. The forgery has been perpetrated by an employee, servant, agent, contractor, authorized signatory or persons known to the customer.

19. The bank may debit unpaid bills of exchange, cheques and similar instruments which it has credited. Until settlement of any debit balance created by any such debit, the bank may also claim against any party to the negotiable instrument under the applicable law.

20. In no case is the bank committed to protest within the prescribed time for none payment or to exercise possible rights of recourse. If, by virtue of bills of exchange, cheques or other instruments drawn on foreign countries, recourse has been exercised against the bank within the prescribed time in these countries, recourse has been exercised against the bank within the prescribed time in these countries, the loss or damage eventually resulting therefrom will be borne by the holder of the account who remitted the instruments to the bank.

21. Postdated, stale and defective cheques shall not be paid by the Bank.

22. Upon the Bank receiving notice of the demise of an individual customer, the Bank will not be obliged to allow any operation or withdrawal from the account by any person except on production of a death certificate and a court order from a court of competent jurisdiction or any other relevant document recognized by law for succession purposes.

23. In cases of a joint account and one of the account holders dies then the money in the account and any other entitlement or obligation relating to that account will revert to the surviving joint holder (s).

24. Advocate and client costs incurred by the bank in obtaining legal advice in connection with the customers' accounts and dealings with the bank or incurred by the bank in any legal arbitration or other proceedings arising out of any dealings in respect of the customer.

These charges will be levied in accordance with the advocate remuneration order and or any arbitration agreement between the bank and the customer.

25. Periodic statements of account shall be issued by the Bank to the account holder while a Certificate (conveying key terms for the deposit e.g. Tenor) will be issued to the depositor on dates agreed between the Bank and the Customer.

26. The Bank will take due care to see that the credit and debit entries are correctly recorded in the accounts of the account holder/depositor. Any discrepancy in the statement of account should be promptly brought to the notice of the bank in writing within fourteen days of dispatch of statements, failure to which the statement of account shall be deemed to be final and conclusive, for all purposes whatsoever. In the case of any error, the Bank reserves the right, at all times to make adjusting entries to rectify the error without notice, and recover any amount wrongly paid or credited to any person together with any profit realized. However, the Bank shall not be liable for any loss or damage due to such error or any consequential loss arising there from to any party

27. No account holder/depositor may annotate or delete any entries in the statement of account. Any discrepancy found, should at once be brought into notice of the Bank, if the statement of account is lost or spoiled, a duplicate statement of account may be provided by the Bank, subject to such charge as is, applicable under Its Schedule of Charges

28. Minimum balance requirements (if any) will be notified by the Bank from time to time. Any failure or omission to maintain such deposit or balance criteria may result in the Bank suffering loss to which the bank has the discretion to recover from such loss.

29. The Bank reserves the right to close any account with prior notice, which in its opinion is not satisfactorily operated, or for any other reason at the Bank's discretion.

30. The bank solely reserves the right to close an account while assigning a reason (s) for doing so while observing the notice period stipulated by Kenyan law. The bank may close an account without notice if the account is being used for an illegal activity or pursuant to a court order.

31. Account holder/depositor wishing to close the account must, surrender any unused cheques, debit Cards and any other documents, instruments issued by the Bank on the account. The Account Holder will also be liable for account closing charges as in force, at the Bank before he can be paid the last remaining credit balance, if any.

32. The Bank shall have discharged its liability with respect to an account so closed by processing a transfer on instruction from the customer, in the currency of such account, payable to the account holder/depositor in the amount of the then credit balance of such account less deduction(s) in respect of the amount of any claim that the Bank may have on such funds constituting the credit balance.

33. The Bank may from time to time and at any time revise, amend, delete or supplement any of these terms and conditions whether in whole or part including without limitations the charges levied in respect to its services. Such changes shall be effective from the date specified by the Bank for such modification. These amendments/alterations shall be notified to the account holder/depositor and/or displayed at the Bank's premises/website from time to time and, shall be binding on the account holder/depositor. A 30 day notice period will be communicated to the customer to advice on the changes. The Bank reserves the right at any time and with notice to impose charges for the use of its services at any time.

34. Where the account holder is issued with an Debit card, internet banking login, mobile phone access codes or any other tool or code for the purpose of gaining access to one's account, the account holder undertakes not to transfer the same to any other person and undertakes to exercise due care and attention to ensure the safety of the debit card, internet banking login, mobile phone access codes or any other tool or code for the purpose of gaining access to one's account and the secrecy of the PIN thereof. Where the account is a joint account the joint holders undertake to ensure that the debit card, internet banking login, mobile phone access codes or any other tool or code for the purpose of gaining access to their account is only used by authorized persons who operate that account. If a card is lost or stolen or if the PIN is disclosed to unauthorized person, the account holder (s) must immediately notify the Bank in writing and the cardholder will be liable for any transaction made prior to the receipt by the Bank of such notification. The account holder may at any time cancel his or her debit card, internet banking login, mobile phone access codes or any other tool or code for the purpose of gaining access to one's account and notify and return the same to the Bank provided that the account holder must not attempt to use the internet banking login, mobile phone access codes or any other tool or code for the purpose of gaining access to one's account, after such notification of cancellation. The Bank reserves the right to withdraw the right to use the card, refuse to renew the card or replace or reissue a card without assigning a reason and without incurring any liability to a card holder.

As part of this agreement the bank may provide certain banking services electronically via the internet to the customer subject to the terms and conditions set out in this clause and the remainder of this clause the following definitions shall have the following meanings:

"Password" the secret password known only to the customer or the Customers Nominated User for access to the System. The customer or its nominated user may change the password at will.

"Nominated User/s" the representative or representatives of the customer authorized by the customer to hold and change the password and hence to access the system and service on behalf of the customer.

"Service" such of the internet banking services specified in this agreement as the customer may from time to time subscribe to, and "services" shall be construed accordingly.

"System" the electronic banking and communications software enabling the customer to communicate with the bank for the purposes of the service. The System Service will for the purposes of this agreement be accessed through the internet via the banks website, www.dibkenya.co.ke.

"Request" a request or instruction received by the bank from the customer through the customer or purportedly from the customer through the system and upon which the bank is authorized to act.

The services related to the customer's profile(s)

i. The bank will maintain the web-site, www.dibkenya.co.ke, (hereinafter referred to as the "site"), to provide the customer with information about the bank services and products, including the internet banking service, and to facilitate communication with the bank. The use of the site for purposes of the service by the customer constitutes agreement to all such terms and conditions contained in the whole of this agreement.

ii. Upon entering into this agreement the customer will provide to the system a unique identification (or ID) and a secret password known only to the customer, and then only shall the customer be afforded use of the service. The ID and password will form a unique link to each specific customer's access profile(s).

iii. Further services and profiles may be added from time to time by the bank and the bank reserves the right to modify, replace or withdraw any service and/or profile at any time, for any reason whatsoever, without prior notice to the customer.

35. If you communicate through the Internet, you agree that we are entitled to assume that you have authorized all transactions once your access codes have been entered. This will not apply if you have notified us to disable access to your accounts because your access codes have been misplaced, lost or stolen and you have a reference number to prove that our records of your transactions will be proof of any instruction you have given us, unless you can prove to the contrary. You are responsible for giving correct information and instructions when registering for an Account and when conducting transactions via the website. We will try to assist if you make a mistake when giving us an instruction, but we will not be responsible for any loss or damage caused by your error. We will also not be liable for payments made by you to unintended recipients due to the input of incorrect information, nor are we responsible for the verification of the identity of recipients. We cannot reverse duplicate or erroneous payments you make to other accounts without the specific consent of the account holder. Our role is simply to pass your instructions on to where the account is held and we will not be liable for any act or omission on the part of such institution. Certain transactions may not be terminated, such as the purchase of pre-paid products made available via Internet Banking. Unless otherwise stated in a product agreement, all transactions will be subject to the same turnaround times that apply to the same transactions, accounts and customer profile, if done at a DIB Branch. An instruction will only be deemed to have been received by us once we have confirmed receipt. If you are unsure as to whether a transaction has been processed you should contact us before you resubmit the instruction. This is because re-submitting an instruction may cause us to process the same transaction twice, for which we will not be liable.

i. All notices, statements, letters and other communications from the bank may be sent to the last address given by the customer, and the date on the bank's copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.

ii. Any written communication from the bank to the customer including but not limited to any notices given pursuant to these terms and conditions shall be deemed to have been received by the customer, if delivered then at the date and time of delivery, and if sent by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed.

iii. The customer has no claim on the bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the customer, the bank or any third party, by delivery, post, e-mail, fax, telegraph, telephone, telex or any other means of communication.

iv. We respect your privacy and your personal information. For this reason, we have prepared a Privacy Policy to let you know how we will treat any personal information that we may have about you. We will take all reasonable measures, in accordance with our Privacy Policy, to protect your personal information and to keep it confidential, even when you are no longer our customer. If you call our helpline you permit us to record your calls for security reasons, customer care and to comply with various laws.

36. Information that is transmitted over the Internet or via other networks (wireless or otherwise) may be subject to interception. While we will take all reasonable precautions to ensure that Online Banking is secure, we cannot be liable for any loss or damage you suffer as a result of your negligence. You should regularly read the security tips which we publish on the website and take the precautions mentioned therein. If you want to prevent others from reading email we send you, you must set up your own password protection on your system at home or work. Please read our Security Policy for more information.

37. No warranties, whether express or implied, are made of any kind in respect of Internet Banking including in respect of the performance, quality, security, content, information, availability, accuracy, safety or reliability of the Internet.

38. For your convenience, this website may contain links to the websites of other parties ("third party websites"). By making the hyperlinks available we are not endorsing third party websites, their content, products or services they offer or the owners of these third party websites. It is your responsibility to ensure that you obtain all information relevant to making a decision and that you read the privacy and security policy on such third party websites. We will not be liable for any loss or damage you suffer, whether directly or indirectly, as a result of your use of third party websites.

39. The content on Online Banking, including all registered and unregistered trademarks, constitutes our intellectual property rights. You may not establish a hyperlink, frame, Meta tag or similar reference, whether electronically or otherwise ("linking") to this website or any other subsidiary pages without our prior written consent, which consent is at our sole discretion.

You may apply to establish such a link by submitting your request to in (insert the correct webpage) In the event that you have not heard from us within 5 (five) working days, please consider your request as having been rejected.

40. If you wish to lodge a complaint, please notify us through the following channels:  
Tel: +254 709 91300 / +254 20 5131300

Email: [contactus@dibkenya.co.ke](mailto:contactus@dibkenya.co.ke)

Twitter: DIBBank\_Ke

Facebook: DIB Bank Kenya Limited

Website: [www.dibkenya.co.ke](http://www.dibkenya.co.ke) (feedback form)

We will provide you with a reference number as soon as possible after we receive your feedback and will respond to your complaint as soon as possible. You may also visit your nearest DIB Branch.

41. If the complaint is not resolved within a reasonable time you are free to lodge a formal complaint at your Branch office. For more information on how this process works, please visit any of our branches.

42. All legal notices relating to products such as change of tariff, must be delivered as provided for in the product agreements as provided for in the products terms and conditions. We shall send you legal notices through SMS, Website, Print media or to any of the addresses you have specified on any of your application/registration forms with us.

43. These terms are subject to the laws of the Republic of Kenya.

44. Any dispute, difference or question whatsoever which may arise between the parties including the interpretation of right and liabilities of either party shall be referred to an arbitrator under the rules of the Arbitration (Amendment) Act 2009 of Kenya or any statutory modification or re-enactment for the time being in force, such arbitrator to be appointed by agreement of both parties and in the absence of agreement within fourteen (14) days of notification of the dispute by either party to the other then on the application of any one party to the Chairman of the Chartered Institute of Arbitrators and the decision of such arbitrator shall be final and binding on the parties hereto outside Kenya will be at your own risk.

45. The bank may request additional information from the customer when required in carrying out a transaction

46. For the purpose of this Indemnity and/or Undertaking, the word Services shall be deemed to include any form of banking services or products that DIB Bank Kenya Limited (DIB) may offer its customers from time to time including any cards and access codes. This Indemnity and Undertaking shall be deemed to be an integral part of the account opening form executed by me/us as amended from time to time.

47. You consent and agree that we may withhold amounts in any account at any time, if any tax authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any tax authority to do so, or if we need to comply with internal policies or with any applicable order or sanction of a tax authority.

The bank may from time to time release any information relating to any of the customers' accounts to any statutory authority or entity by law authorized to receive such information.

Other

"DIB Savings Account is a great investment option for depositors who wish to earn Halal returns on their savings. That's not all, it allows you the flexibility to withdraw your funds whenever required.

By investing in the DIB Savings Account, the depositor (fund provider or Rabbul-Maal) authorizes DIBPL (fund manager or Mudarib) to invest his/her funds on the basis of unrestricted Mudaraba contract according to the principles of Sharia. DIBPL invests these funds in its Common Mudaraba Pool with other deposits and the shareholders' equity. The profit on the Common Mudaraba Pool is distributed amongst the shareholders' and depositors on the basis of agreed upon weightages which take into consideration the tenor, amount of deposit and profit payment frequency of the account."

By investing in the DIB Savings Account, the depositor (fund provider or Rabbul-Maal) authorizes DIBPL (fund manager or Mudarib) to invest his/her funds on the basis of unrestricted Mudaraba contract according to the principles of Sharia. DIBPL invests these funds in its Common Mudaraba Pool with other deposits and the shareholders' equity. The profit on the Common Mudaraba Pool is distributed amongst the shareholders' and depositors on the basis of agreed upon weightages which take into consideration the tenor, amount of deposit and profit payment frequency of the account."

## DEBIT CARDS TERMS & CONDITIONS

In these terms and conditions, "Debit Card" shall mean any card issued to the Cardholder by DIB Bank Kenya (the "Bank") which may be used to effect banking transactions by electronic means. "Cardholder's Account" shall mean any account nominated by the Cardholder in respect of the Debit Card.

1. The Debit Card is and will be at all times, the property of the Bank. The Bank reserves the right to withdraw, at its discretion, the Debit Card and/or any of the services offered at any time without prior notice.

2. The Cardholder will be responsible for all transactions effected by use of the Debit Card, whether authorized by the Cardholder or not.

3. The Cardholder must sign the Debit Card immediately upon receipt. The Cardholder must not permit any other person to use it and should safeguard the Debit Card from misuse.

4. The Personal Identification Number ("PIN") issued to the Cardholder for use with the Debit Card services and any number(s) substituted by the Cardholder for that purpose are strictly confidential. PINs should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Cardholder should not keep any written record of any PIN in any place or manner, which may enable a third party to use the Debit Card.

5. The Cardholder's Account will be debited with the amount of any withdrawal, transfer and/or other transactions effected by use of the Debit Card. The Cardholder will maintain sufficient funds in the Cardholder's Account to meet any such transactions. The Cardholder shall not be entitled to overdraw the Cardholder's Account with the Bank or withdraw funds by the use of the Debit Card in excess of the overdraft limit, if any, agreed with the Bank.

6. The loss or theft of the Debit Card should be reported to the Bank immediately by calling the Bank's 24/7 Customer Service Hotline xxxxxxxx and confirmed in writing as soon as possible. The Cardholder will be responsible for all transactions effected by use of the Debit Card until such notification. The Bank will debit the Cardholder's Account with any cost incurred in issuing a replacement Debit Card.

7. The Debit Card is valid up to the last day of the month/year indicated. The renewal of the Debit Card shall be sent to the Cardholder before the expiry of the Debit Card at the discretion of the Bank. DIB Bank Kenya reserves the sole right of renewing the Debit Card on expiry.

8. The Debit Card is accepted at the DIB Bank Kenya Automated Teller Machines ("ATM") and ATMs of other banks worldwide, which are members of the VISA ATM network.

9. The Debit Card is for electronic use only and will be accepted only at the merchant establishments which have an electronic point of sale swipe terminal. Any usage of the Debit Card for purchases other than through an electronic point of sale swipe terminal will be deemed unauthorized and the Cardholder shall be responsible for such transaction.

10. As a security feature, the Debit Card issued will be initially activated. In order to activate the Debit Card for transactions at merchant establishments, the Cardholder will be required to perform one normal ATM transaction with the PIN, such as viewing their current account balance.

11. Cash deposited with any ATM by use of the Debit Card will only be credited to the Cardholder's Account after successful verification by the Bank. The statement issued by the ATM at the time of deposit only represents what the Cardholder purpose to have deposited and will not be binding on the Bank.

12. The Cardholder may withdraw cash in VND with the Debit Card from the Cardholder's Account denominated in foreign currency at the prevailing exchange rate set by DIB Bank Kenya at the time of the withdrawal.

13. Cash withdrawals performed by Cardholder at the DIB Bank Kenya/VISA ATMs in countries other than Kenya will be subject to a cash withdrawal fee, as per the prevailing tariff of charges. Cash withdrawals at VISA ATMs in Kenya will also be subject to a fee and will be debited to the Cardholder's Account at the time of posting the cash withdrawals.

14. A purchase from a Debit Card and a subsequent credit due to cancellation of goods/services are two separate transactions. The refund will only be credited to the accounts less cancellation charges (if any) when it is received from the merchant establishment. If the credit is not posted to the account within 30 days from the day of the refund, the Cardholder should notify DIB Bank Kenya, along with the copy of the credit note from the merchant establishment.

15. In case of Debit Cards linked to multiple Accounts, transactions at merchant establishments will be effected by debit to the Primary Account. Primary Account shall mean, in case of multiple Accounts linked to the Debit Card, the Account that has been designated as being the main/first Account of operation i.e. the Account from which purchase transactions, charges and fees related to the Debit card are debited. In case this Account has insufficient funds to honor such transactions, the bank will not honor the transactions even if the necessary funds are available cumulatively or severally in the other Accounts linked to the Debit Card.

16. The Bank will not be liable for any failure to provide any service or to perform any obligation hereunder where such failure is attributable (whether directly or indirectly) to any dispute or other circumstance beyond its control. The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the Debit Card or the ATM. The Cardholder's Account will be debited with such charges as the Bank may from time to time consider reasonable in respect of the Debit Card provided that prior notice of such charges is given to the Cardholder.

17. The Cardholder should notify the Bank's 24/7 Customer Service Hotline in writing form provided by the Bank of any transaction in any statement that was invalid or unauthorized by the Cardholder within thirty (30) days from the date of the statement. If the Cardholder fails to report within the said period, the transaction(s) shown on the statement will be considered correct. When the Cardholder reports an invalid or unauthorized transaction, the Bank will carry out verification requirements within five (05) working days since the date of receiving proper notification from the Cardholder; consider to temporarily refund the disputed amount to the Cardholder's Account (except dispute transactions related to cash withdraw from ATM) and not to impose any interest or finance charges on such disputed amount while it is under investigation by the Bank. If, following a good faith investigation by the Bank, the investigation results (which shall be binding on the Cardholder) show that the report made by the Cardholder was unfounded, the Bank reserves the right to collect the temporarily refunded amount and re-impose the finance charges on the disputed amount over the whole period, including the investigation period. The retrieval fee for the photocopy of sales slips and the dispute investigation fee subject to Cardholder's fault (as specified in the Debit Card Fees and Charges) will be debited to the Cardholder's Account for each disputed transaction.

18. The Cardholder agrees that the Bank may at its discretion use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Kenya) the Cardholder's personal details and information, all details and information pertaining to the Cardholder Account and any of the Cardholder's transactions and dealings with or through the Bank (collectively, "Personal Data") to, from or with any person as the Bank may consider necessary (including without limitation any company affiliated to DIB Bank Kenya, any service provider or third party, any bureaus or agencies or competent authority established or to be established by the Central Bank of Kenya or by other authorities and/or any debt collection agencies that may be appointed by the Bank) for any and all purposes including without limitation

a) in connection with any account, product or service and/or in connection with matching for whatever purposes any such Personal Data concerning the Cardholder in the Bank's possession; and/or for the purposes of promoting, improving and furthering the provision of other services by the Bank and its affiliates to the Cardholder; and/or

b) for the purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or

c) for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities; and/or any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in statements, circulars, notices or other terms and conditions made available by the Bank to the Cardholder from time to time. The Cardholder understands that the Bank, or any of its affiliates or any third party to whom the Bank has transmitted information about the Personal Data, will be obliged to disclose such information if legally compelled to do so (whether by Kenyan law or the laws of any jurisdiction to which such information is transmitted). All Personal Data held by the bank or by its sub-contractors or agents will be afforded at a reasonable level of protection against any unauthorized or accidental disclosure, access or deletion. The Cardholder agrees to the Personal Data being used as described and that it may be transferred as stated above.

19. The Bank reserves the right to add to, delete and/or vary any of these terms and conditions upon notice to the Cardholder. Use of the Debit Card after the date upon which any change to these terms and conditions is to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Cardholder of such change. If the Cardholder does not accept any proposed change, the Debit Card must be returned to the Bank prior to the date upon which such change is to have effect.

20. Any notice hereunder sent by post will be deemed to have been received by the Cardholder within three days of posting to the address last notified in writing to the Bank by the Cardholder. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder thereof.

21. If more than one person and/or entity signs in Debit Card application forms and agrees to be bound by these terms and conditions, the obligation and liabilities of such persons hereunder will be joint and several and, as the context may require, words herein denoting the singular only will be deemed to include the plural. Any notice hereunder to any one such person and/or entity will be deemed effective notification to all such persons and/or entities.

22. The Bank's record of transactions processed with respect to the use of the Debit Card will be conclusive and binding for all purposes.

23. These terms and conditions shall be governed by and construed in accordance with the laws of Kenya. These terms and conditions are made in English.

## MOBILE BANKING TERMS & CONDITIONS

### 1.1 Definition of Terms

In this Agreement, including the Schedule, the following definitions shall have the following meanings:

1.1.1 "Authorized User" means Customers who have been provided with access to the Channel and Channel Services by the bank. It should be noted that, users to the service must first register to enable them access.

1.1.2 "Channel" means all or any system, medium or channel (including telephone and facsimile), whether Internet based or not, which may be established by the bank from time to time to enable our customers access and utilize banking and other services provided by us from time to time;

1.1.3 "Channel Services" means the provision by us to you of access to one or more Channels pursuant to the terms of this Agreement enabling you to utilize one or more of the Product Services;

1.1.4 "Deposit Account" Any Bank Account with a credit balance.

1.1.5 "Pin" the 4 (four) digits provided to the Customer by the bank for authentication / verification by bank of his /her identity. The customer will be able to obtain a range of financial information as determined by the Bank related to his / her relevant Account(s) through the use of PIN and such other means of identification assigned to the Customer in connection with the Account(s) and Facility.

1.1.6 "Nominated User(s)" the representative or representatives of the Customer authorized by the Customer to hold and change the Password and hence to access the System and Service on behalf of the Customer.

1.1.7 "Service" means such Mobile Banking Service specified in these Terms and Conditions as the Customer may from time to time subscribe to and "Services" shall be construed accordingly and shall include channel services and such other internet related services in this agreement.

1.1.8 "System" the mobile banking and communications software enabling the Customer to communicate with the Bank for the purposes of the Service. The System Service will for the purpose of this agreement be accessed through the mobile phone.

1.1.9 "Request" a request or instruction received by the Bank from the Customer or purportedly from the Customer through the System and upon which the Bank is, by virtue of sub paragraph 28.4.1, authorized to act.

Alert" the customized messages sent either by short messaging service / text ("SMS" over the Customer's mobile phone, email, or fax or any other modes of communication.

1.1.11 "MSP" any mobile service provider through whom the Customer or the Bank receives the mobile services as notified by the Bank.

1.1.12 "Mobile Banking" means Mobile Banking Service or the performance of transactions, payments etc. over the phone through the Bank's secure system.

1.1.13 "Security Procedures" means the security measures and procedures set out in the user guides and/ or Service Supplements (including without limitation, provisions relating to customer identification and user identification) and any other instructions we may give concerning security from time to time.

1.1.14 "Personal Data" means any information relating to an identified or identifiable person. Details in the Customer Information File (CIF) held with the bank such as ID / Passport Number, Account Number, CIF Number, Account Names, and customer contact details are considered Personal Data.

### In this Agreement:

1.1.15 References to "the Bank" shall include the Bank, its successors and assigns;

1.1.16 references to "the Customer" shall include the Customer, its successors and permitted assigns and references to a "subsidiary" shall mean a subsidiary undertaking within the meaning of Section 3 (1) of the Companies Act, 2015 of the Laws of Kenya;

1.1.17 where "the Customer" is more than one person, references to "the Customer" shall include all and/ or any of such persons and the obligations of the Customer shall be joint and several;

1.1.18 words in the singular shall include the plural and vice versa and words importing any gender shall include all other genders;

1.1.19 "person" shall include a body of persons, corporate or incorporate;

1.1.20 References to paragraphs, sub paragraphs and Schedules shall mean paragraphs, sub paragraphs and schedules of these Terms and Conditions;

1.1.21 The Customer's use of the Service is also governed by the applicable Bank's General Terms and Conditions which the Customer has already signed.

### 1.2 System Usage and Materials

1.2.1 The Bank will maintain the whole Banking system, (hereinafter referred to as "the System"), to provide the Customer with information about the Bank services and products, including the Mobile Banking service, and to facilitate communication with the Bank. If the Customer wishes to take on the Service, they will be required to read the terms and conditions of this agreement and their subsequent use of the service constitutes their agreement to all such terms and conditions.

1.2.2 However it should be noted that, users to the service must first register to enable them access any of the material under internet Banking service.

1.2.3 Once the Bank has formally approved the Customer and the Customer has been maintained as an authorized user of the Service, the Customer will provide to the System a unique PIN known only to the Customer, and then only shall the Customer be afforded use of the Service. The PIN will form a unique link to each specific Customer's profile(s).

1.2.4 Further services and profiles may be added from time to time by the Bank and the Bank reserves the right to modify, replace or withdraw any Service and/or profile at any time, for any reason whatsoever, without prior notice to the Customer.

### 1.3 Customer's Responsibilities

1.3.1 The Customer shall at its own expense provide and maintain in safe and efficient operating order such hardware, software and other facilities (including access to any public telecommunications systems), and any communications network necessary for the purpose of accessing the System and the Service.

1.3.2 The Customer shall be responsible for ensuring proper performance of the phone including any losses or delays that may be caused by the MSP. The Bank shall neither be responsible for any errors or failures caused by any malfunction of the Customer phone, and nor shall the Bank be responsible for any virus or related problems that may be associated with the use of the System / Phone, the Service and the phone. The Customer shall be responsible for charges due to any service provider providing the Customer with connection to the internet and the Bank shall not be responsible for losses or delays caused by any such service provider.

1.3.3 The Customer shall abide with any applicable regulations necessary to have access to and use of the System and shall ensure that all persons it allows to have access to the System shall comply with all laws and regulations applicable to the use of the System and follow all instructions, procedures and terms contained in this Agreement

and any document provided by the Bank concerning the use of the System and Service.  
1.3.4 The Customer shall prevent any unauthorized access to or use of the phone / System and Service by way of keeping their PIN a secret at all times. The Customers shall ensure that the PIN does not become known or come into possession of any unauthorized person.

1.3.5 The Customer shall take all reasonable precautions to detect any unauthorized use of the phone / System and Service. To that end, the Customer shall ensure that all communications from the Bank are examined and checked by or on behalf of the Customer as soon as practicable after receipt by the Customer in such a way that any unauthorized use of and access to the phone/ System will be detected.

1.3.6 **The Customer shall immediately inform the Bank through:**  
- **Telephone: +25470991300 / +25420 5131300**  
- **Email: contactus@dibkenya.co.ke;** or by  
- visiting the nearest branch in the event that:

a) The Customer has reason to believe that their PIN used by the Customer to gain access to the Service and to communicate with the Bank is or may be known to any person not authorized to know the same and/or has been compromised; and/or

b) The Customer has reason to believe that unauthorized use of the Service has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.

1.3.7 The Customer shall not send or attempt to send any request to the Bank through their phone /System if the Customer has reason to believe that for any reason such request may not be received by the Bank or may not be received accurately and intelligibly.

1.3.8 The Customer shall at all times follow the security procedures notified to the Customer by the Bank from time to time or such other procedures as may be applicable to the Service from time to time; The Customer acknowledges that any failure on the part of the Customer to follow the recommended security procedures may result in a breach of the Customer's profile confidentiality and may lead to unauthorized transactions in accounts linked to the Customer's Service subscription with the Bank. In particular, the Customer shall ensure that the Service is not used or Requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so.

1.3.9 The Customer shall not at any time: Operate or use the Service in any manner that may be prejudicial to the Bank.

1.3.10 The Bank shall be entitled and authorized to debit the Customer's accounts with the amounts of the transactions effected via the Service as well as debit the Customer's account with the amount of any fees applicable to the Service from time to time.

1.3.11 The Customer shall be responsible for the Acts and Omissions for the use of the facility and the Bank shall not be responsible for any loss that arises there-from

### 1.4 Instructions By Customers

1.4.1 The Bank is irrevocably authorized by the Customer to act on all Requests received by the Bank from the Customer (or purportedly from the Customer) through the System and to hold the Customer liable thereof, notwithstanding that any such requests are not authorized by the Customer or are not in accordance with any existing mandates given by the Customer. If the Customer requests the Bank to cancel any transaction or instruction after a Request has been received by the Bank from the Customer, the Bank may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.

1.4.2 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 reference to the Customer being necessary.

1.4.3 The Bank shall not be obliged to accept or to act upon any Request if to do so would require access to, action by, or information from the Branch, or any subsidiary or the Bank located in any jurisdiction where it is not a Banking Day at the relevant time when such access, action or information is required or would cause a breach of any existing mandate facility limit or agreement between the Bank, the Branch and/or any subsidiary of the Bank (as applicable) and the Customer. In the event that the Bank does accept or act upon any such Request, the Customer shall remain liable thereof.

1.4.4 For the purposes of carrying out any Instruction, you:

a) Authorize us to transmit payment instructions on your behalf and to act for these purposes as instructing financial institution

b) Acknowledge that we will be acting as your agent for transmitting or procuring the transmission of any such Instructions and that we being the recipient of any such Instructions shall be authorized and entitled to act upon them as if they had been given directly by you to such recipient, and

c) Agree to authorize any relevant third party to provide account and other information to us.

1.4.5 For the avoidance of doubt:

a) you agree that we are authorized to record all telephone conversations made between us in writing or by tape or other means as we may determine for quality assurance purposes, however any such information so recorded will only be disclosed to third parties in line with Clause 1.11.3 below;

b) where any Instruction is given by fax, email, or SMS followed by delivery of the original Instruction, the fact that the same had been given by fax, email or SMS and the date of the facsimile shall be annotated on the original copy (where possible). In the absence of such annotation, you agree that we shall not be liable for any consequences including (without limitation), in the case of payment Instructions, any losses arising from any duplication of payment or fund transfer, and

c) As between us, and in the absence of manifest error, our records (whether in paper, electronic, data or other form) of each Instruction or other communication with you shall be conclusive evidence of the fact of receipt or non-receipt of such Instruction or communication and of the contents of an instruction or communication.

d) In the event of any conflict between any terms of any Request from the Customer and the terms of this Agreement, the terms of this Agreement shall prevail.

### 1.5 Mobile Banking Service and Transactions

1.5.1 Services and Transactions Offered

Depending on the subscription applied for by the Customer and approved by the Bank, the transactions that a Customer is able to perform may vary. The services and transactions allowed may include but are not limited to the following:-

- Obtaining account information like current balances, mini statements and account activity.
- Electronic bill payment for utilities
- Requests for printed bank statements, cheque books and cheque status
- M-PESA transfers
- Stop cheque requests.
- Inquiries on foreign exchange rates
- Change of password- done by the Customer.
- Internal Transfer of funds - between different accounts of the Customer.
- Transfer of Funds to external bank accounts of the Customer or third parties.
- Notifications on credit or debit transactions as advised by Customer

1.5.2 Customer Subscription

The Customer will subscribe for specific services and/or transaction types and its profile shall be customized to allow performance of only those Services subscribed for.

1.5.3 Limits of Mobile Banking Transactions

- The Customer may transfer or effect a payment for any as long as the transaction does not cause the balance in the deposit account to be less than zero and is within the set limits (per transaction and daily channel limits)
- The M-PESA service shall be governed by the terms and conditions noted herein and includes all enabling and supporting agreements to the provision of the M-Pesa service with Safaricom that the customer will be privy to at all times.

### 1.6 Service Charges

1.6.1 The Customer shall pay or procure the payment of our service tariffs, fees and charges (including any cancellation fees or termination charges) for providing the services and any software and system materials provided or licensed by us to you in accordance with the schedule of charges agreement in addition to transaction service charges applicable to various transaction types as advised by the Bank from time to time.

1.6.2 The Customer, whenever applicable, shall pay any tax chargeable upon any sums payable by the Customer to the Bank and also any other charges or duties levied on the Customer or the Bank by any governmental or statutory body relating to the provision of the Service.

1.6.3 The Bank is hereby irrevocably authorized from time to time to debit any amounts payable by the Customer against any account in any currency maintained by the Bank, the Branch and/ or the Bank subsidiaries (as applicable) in the name of the Customer. In addition to the fees payable under this agreement, the charges and fees applicable to the Customer's Bank Accounts will apply.

### 1.7 Exclusion of Liability

The Bank will not be responsible or liable for:

1.7.1 any indirect or consequential losses or economic loss or loss of profit or business incurred by you in connection with the services notwithstanding our awareness of the possibility or likelihood of you incurring the same

1.7.2 any loss in connection with any unforeseeable acts or omissions or neglect acts on the part of our service providers, contractors, agents or employees;

1.7.3 any losses arising in connection with us acting upon Instructions sent by you or by reason of us failing or refusing to so act if, acting in good faith, in our opinion there is or are reasonable ground(s) for such failure or refusal (other than as caused by our gross negligence or willful default);

1.7.4 The Bank shall not be responsible for any loss suffered by the Customer should the Service be interfered with or be unavailable by reason of

- a) any industrial action,
- b) the failure of any of the Customer's facilities, or
- c) any other circumstances whatsoever not reasonably within the Bank's control including, without limitation, force majeure or error, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.

1.7.5 any losses caused as a result of or in connection with any laws or regulations of countries where transactions are settled or cleared where any negotiable instrument or receivable is collected or any exchange control restrictions which are imposed from time to time unless caused by our breach of such laws and regulations;

1.7.6 if any losses suffered by you by reason of:

- a) any viruses, Trojan horses, worms, logic software, other bombs or other similar programs or routines (including hacking) affecting any Website, Service or System Materials; or incomplete messaging

b) any damages or losses arising from unauthorized access to any Service by a third party using the PIN unless we have received prior notification from you in accordance with the User Guides and/or the relevant that no further access to the relevant Service shall be granted to any person using such Customer Identification or User Identification or Access code with effect either from receipt of such notification or such later date as may be specified in such notification; or

c) The consequences of any misuse of any Channel by you, or any use of any Channel by you not related to any of the Services. For the avoidance of doubt, our maximum aggregate liability to you for any claim arising from or in connection with any Service is limited to the aggregate amount of service charges paid by you for the relevant Service in the three months preceding such claim.

1.7.7 Whilst we will use all reasonable endeavors to ensure that all financial information available through the Services is accurate when initially made available, we shall not be liable for any loss incurred or damage suffered by you by reason or in consequence of your using financial information which is not up to date

1.7.8 To be valid any claim that you have against us under the Agreement or otherwise in connection with any Service or any ancillary service must be notified to us within thirty (30) days after you have become aware or should have become aware of the facts on which it is based. This limitation of time for lodging a claim shall take precedent over any other limitation of actions laws unless such law expressly provides for its supremacy over freedom to contract.

## 1.8 Indemnity

1.8.1 The Customer shall indemnify and keep the Bank indemnified against

- a) any damages and costs payable to the Bank in respect of any claims against the Bank for recompense for loss caused by (a), (b) and/or (c) of sub paragraph 1.7.6 where the particular circumstance is within the Customer's control; and
- b) any loss which may be incurred by the Bank as a consequence of any breach by the Customer of the terms of this Agreement

1.8.2 The Customer shall indemnify and keep indemnified the Bank against any demand, claim or action relating to or in connection with the Service, whether directly or indirectly, unless such demand, claim or action arose as a direct consequence of the gross negligence or willful misconduct of the Bank or any of its employees.

1.8.3 The Customer shall indemnify and keep indemnified the Bank against the following:-

a) 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.

b) Any loss or damage that may arise from the Customer's 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.

c) Any unauthorized access to the Customer's accounts or any breach of security or any destruction or accessing of the Customer's data or any destruction or theft of or damage to any of the Customer's equipment.

d) Any loss or damage occasioned by the failure by the Customer to adhere to any terms and conditions applicable to the Service 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.

1.8.4 If for any reason other than a reason mentioned in sub paragraph 1.7.4 the Service is interfered with or unavailable, the Bank's sole liability under this Agreement in respect thereof shall be to re-establish the Service as soon as reasonably practicable or, at the Bank's option, to provide to the Customer alternative banking facilities which need not be electronic facilities.

1.8.5 Save as provided in sub paragraph 1.7.4, the Bank shall not be liable to the Customer for any interference with or unavailability of the Service, howsoever caused.

1.8.6 Under no circumstances shall the Bank be liable to the Customer for any loss of profit or anticipated savings or for any indirect or consequential loss of whatever kind, howsoever caused, arising out of or in connection with the Service.

1.8.7 Except in respect of death or personal injury caused by the negligence of the Bank, the Bank shall be under no liability whatsoever in respect of any terms of this Agreement or their performance thereof or any transactions effected by the Bank in response to any Request:

a) In the case of any claim relating to a transaction, within thirty (30) days from the date of the alleged transaction on which such claim is based; and

b) In all other cases within one (1) year of the date of the alleged action or inaction by the Bank on which such claim is based.

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

## 1.9 Amendments

The Bank may amend or change the terms and conditions at any time. If the change adversely affects the Customer, the Bank will give the Customer notice prior to the effective date of the amendment.

## 1.10 Termination

1.10.1 Notwithstanding anything contained in these Terms & Conditions, the Mobile Service may be terminated at any time by either party giving the other one notice, PROVIDED that in the event of any change in any law or the application thereof, or any other event which, in the judgment of the Bank, would have the effect of prejudicing the Bank should it continue with the rendering of the Service to the Customer, the Bank shall be entitled to terminate the Mobile Service at any time without notice to the Customer.

1.10.2 If the Customer terminates the Mobile Service, the Bank may continue to make transfer of funds and other transactions that the Customer would have previously authorized before the notice of termination is received by the Bank.

1.10.3 The termination of the Mobile Service shall not, in itself, terminate or affect the relationship of Banker and Customer between the Bank and the Customer

1.10.4 Paragraphs 1.7 and 1.11.3, shall survive termination of the mobile service.

## 1.11 Confidentiality and Disclosure

1.11.1 You undertake to maintain the confidentiality of the PIN and any other information and materials of any nature supplied to you by the Bank in relation to the Service. You shall be fully liable to the Bank for any breach of the provisions of this paragraph by yourself.

1.11.2 You authorize us to collect, retain and use personal information about you for certain purposes as detailed in such data protection and privacy policies as the Bank may issue from time to time.

1.11.3 You agree that we are authorized to disclose any necessary information (including any personal data) regarding you and the status of your accounts (including deposit accounts) obtained under this Agreement or any other agreement with us to any or all of:

- a) any office/branch/division of the Bank;
- b) any licensed credit reference bureau in accordance with the terms of the Credit Reference Bureau Regulations, 2013;

c) any agent, contractor or third party provider or service provider or professional adviser who provides administrative, telecommunications, computer, payment, collections, security, clearing, credit reference or checking, or other services or facilities to us in connection with the operation of our business;

d) any person to whom we are required to make disclosure to under the requirements of any law, regulation or practice;

e) Any financial institution with which you propose to have any dealings, and to use such information in connection with the administration and operation of the Services.

## 1.12 Intellectual Property Rights

1.12.1 The Customer acknowledges that the intellectual property rights in the System (and any amendments or enhancements thereto from time to time) and all associated documentation that the Bank provides to the Customer 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. The Customer shall not infringe any such intellectual property rights.

1.12.2 The Customer shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Bank.

## 1.13 Governing Law

1.13.1 This Agreement shall be construed in accordance with the Laws of Kenya and the Courts of Kenya shall have exclusive jurisdiction over any matter arising under this Agreement.

1.13.2 In the event of a dispute arising in connection with this Agreement, the Customer shall first raise the matter with the Bank's customer relationship manager and should the dispute not be resolved within seven (7) days, the Customer shall escalate the matter to the branch manager of the branch/division of the Bank for resolution. In the event that the branch manager does not resolve the matter within seven (7) days upon lodging of the dispute by the Customer, the Customer shall have the liberty to institute any legal proceedings against the Bank.

# DIB CONNECT GENERAL TERMS AND CONDITIONS

## 1. Introduction

These terms and conditions shall apply with regards to the use of the Online Banking service (hereinafter referred to as "the Service") provided by DIB Bank Kenya Limited (hereinafter referred to as the "Bank"). You are hereby requested to read and understand these Terms and Conditions before you subscribe to the use of the Service. By accepting these terms and conditions, you acknowledge that you have read, understood and agree to be bound by them. Where any clarification is sort with regards to the interpretation and/or effect of these terms, please contact the Bank directly through its countrywide branches or through the Call Centre numbers availed in the Bank's Website.

These Terms and Conditions shall be read in conjunction with the Account Opening Terms and Conditions. In the event of any conflict between the two, these Terms and Conditions shall prevail.

## 2. Definitions

In this document the following words and phrases shall have the meanings set below unless the context indicates otherwise:

"The service" refers to this online banking service offered by the Bank and which provides the services such as enquiry about balance in the Account, details about transactions in the Account(s), statement of Account, transfer of funds, bill payment and any other service as the Bank may provide from time to time through the internet.

"Account(s)" refers to your bank account maintained with the Bank.

"Customer" refers to you.

"CBK" refers to the Central Bank of Kenya.

"User" refers to you or an authorized user selected by you. "Authorized User" refers to you or any other person that you have authorized to use the service on your behalf.

"Password" means a sequence of a minimum of length 6 characters (consisting of both alpha and numeric) used by the User to access the service and includes the password first issued by the Bank to you.

## 3. Your Responsibilities for Security

You are advised that this service is a target for fraud scams and as such you should take the necessary precautions to safeguard it against more common scams which include but are not limited to:

Phishing: this takes the form of communication (e.g. emails) that claim to be from the bank or other organizations but are actually sent to you by fraudsters to try and obtain your security details. The Bank does not require, and shall not request for your security access details over email.

Spyware: is a type of computer virus that can be installed on your computer without your knowledge. It is capable of monitoring your activity, capturing your security codes and other personal information. To make sure you don't become a victim of spyware; make sure you have up-to-date anti-virus and anti-spyware software installed.

### 3.1 Access:

For you to access this service, you shall be issued with a default password which you shall be required to change immediately upon login. You are required to comply with all requirements, instructions and specifications including without limitation any registration and activation procedures as may be prescribed by the Bank from time to time with regards to Safeguarding your Password.

In connection with safeguarding your password:

a) You should change your Password regularly and whenever the Service requires you to do so. You are also advised not to choose a Password that you had selected and used before;

b) You must choose a Password that is not likely to be guessed by anyone trying to access the Service. For example, you should avoid your own name, your birthday, or any part of your telephone number. Moreover, you must take all reasonable steps to ensure that you safeguard your password at all times. You must not disclose any details of your Password to anyone else, not even to a member of our staff or to someone giving assistance on a technical helpdesk in connection with the Service;

c) You must not record your password in a way that could make it easily identified by someone else.

d) You are requested to contact the Bank if you discover or suspect that your password or any part of it has been known by someone else. Where such an event occurs, you are requested to immediately change the Password or request the bank to suspend the use of the Service until a new password is sent to you.

### 3.2 Checking your statements

You are requested to ensure that you review your statements in order to ascertain that all the transactions noted were validly carried out by you. You should contact the Bank immediately should you be in dispute over certain entries or transactions in your statements.

### 3.3 Other security safeguards

You should not reveal your password to any other party (unless the disclosure is to an authorized user) and you should take all necessary steps to prevent its disclosure to any other party. You should not allow an unauthorized user to operate the Service on your behalf. You shall promptly report or inform the bank where the same shall be disclosed or discovered by any other party.

You should comply with any other requirements designed to enhance the security of the Service. Should you continue to use the Service after such enhancements have been added, you will be deemed to have accepted them.

4. Appointment of authorized users: You may appoint an Authorized user(s) who shall be granted the rights and limits prescribed by you as per the Bank's user profile specifications. Where you appoint an authorized user, you shall take responsibility and shall be liable for all transactions carried out on your behalf. You may however, by written notice, cancel or modify the rights or limits granted to such Authorized Users.

## 5. Transactional limits:

The Bank may from time to time but upon giving reasonable notice to you prescribe the minimum and maximum transactional limits to be carried out through the service.

Any deposit or withdrawal from your Account through the service in any currency other than the currency in which your Account is denominated, will be subject to the Bank's prevailing exchange rates applicable to the currency of the transaction on the day the transaction is processed.

For all foreign currency transactions carried out through the service in the equivalent of USD 10,000, you agree to provide such documents as may be demanded by the Bank and within 1 working day. Such documents may be availed to CBK for examination purposes where the same is requested.

## 7. Telegraphic Transfers

All Telegraphic transfers/SWIFT messages are to be effected entirely at your own risk. You agree to hold harmless and to indemnify the Bank against any loss, cost damages, expense, liability or proceedings which the Bank may incur or suffer as a result of the Bank acting upon or delaying to act upon or refraining from acting upon your instructions. The Bank shall not be liable for any loss, delay, error or omission which may occur in the transmission or delay caused by the fault or negligence of the receiving Bank. In no event shall the Bank be liable for any loss of profits, indirect or consequential loss or damages.

In the absence of specific instructions, the Telegraphic / SWIFT transfer will be effected in the currency of the country in which the payment is to be made. In case the currency of the Account to be debited is not mentioned, the Bank will effect the transfer to the debit of your account in the order of: a) Same currency account as the currency of the transfer, if available b) KES account c) Any other currency Account maintained by the Bank.

In the absence of specific instructions, all charges/commissions outside Kenya are to be apportioned on the beneficiary.

The Bank reserves the right to effect any transfer from a different place other than the one specified by the remitter if operational circumstances so require.

The Bank will use reasonable endeavours to process all applications received before the specified cut-off time. Conversely all applications received after such cut-off time will be processed on the next working day.

The Bank reserves the right to revise all remittance charges from time to time and without prior notice.

## 8. Acting on Customer Instructions:

The Bank may take any action which it considers appropriate in order to comply with any policies, laws and regulations it is subject to. Such action may include, but is not limited to: the interception, investigation and requisitions into any payment messages and other information or Instructions sent to or by you through the service.

## 9. Instructions:

You authorize the Bank to accept, follow and act upon all instructions when identified by your PASSWORD and the Bank shall not be liable for acting upon such instructions in good faith. The Bank shall neither be liable for any loss whatsoever arising out of acting upon such instructions nor be obliged to investigate the authenticity of such instructions or verify the accuracy and completeness of such instructions unless where you have reported the compromise of your Password. Such instructions shall be deemed irrevocable and binding on you upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions. The Bank shall be entitled but not obliged to verify any instructions carried out via the Service by calling back via telephone.

You are entitled to change your PASSWORD from time to time. However, the Bank shall be entitled at its absolute discretion to reject any Password selected by you without giving any reason thereof. Where a Password is rejected, you are requested to select a substitute PASSWORD that shall take effect upon confirmation. When selecting a substitute PASSWORD, you should refrain from selecting any series of consecutive or similar numbers or alphabets or any series of numbers or alphabets that may easily be identified. The Bank may at its absolute discretion cancel, withdraw, restrict, suspend, vary or modify the Service (whether in whole or in part) and/or the mode(s), method(s) or channel(s) available for accessing the Service upon giving you reasonable notice and the Bank shall not be liable to you for any loss or damage as a result thereof. You shall be wholly responsible for all transactions executed using the Service and identified by your PASSWORD.

You shall be responsible for obtaining and using the necessary software and/or equipment necessary to obtain access to the Service at your own risk and expense. You shall also be responsible for the performance and security (including without limitation taking all necessary measures to the extent reasonably possible to prevent unauthorized use or access) of the Service.

You represent that, to the best of your knowledge, your platform through which your access to the Service may be effected, is free from any electronic, mechanical, data failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever. You agree that the Bank is not responsible for any electronic, mechanical failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever that may be attributable to the service. The Bank may at its absolute discretion upgrade, modify or alter the platform for accessing the Service at any time upon giving you reasonable notice. Where the Bank has upgraded, modified or altered the Services, the Bank shall provide reasonable period within which you should adjust your own systems to utilize such modified version of the Online System.

The Bank shall not support any prior version of the service if you have failed, neglected and/or refused to upgrade to a new version. You shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by you to comply with any of the foregoing. The Bank shall not be liable for any losses, damages, delay or consequences resulting from your default to upgrade the service.

### 10. Operating Times, Changes and Disruptions

The Bank shall take reasonably practicable steps to have the Service available for use. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it will not always be possible for the Service to be available during its normal operating hours.

The Bank may, at any time, change the mode of operation; add to, remove or otherwise change, end or suspend any of the facilities available; or end the Service. The Bank shall, in any of the preceding events, give you 14 days' notice or whatever shorter period of notice may be reasonable in the circumstances.

### 11. Intellectual property:

You acknowledge that all proprietary rights relating to and in connection with the Service and all updates thereof, including but not limited to: title, trade mark rights, patent rights and copyright shall at all times vest and remain vested in the Bank.

You agree that the Bank has granted you only a non-exclusive license to use the service for its intended purposes as provided hereunder. You shall therefore not disassemble, de-compile, copy, modify or reverse engineer any such software. Although the Bank shall use reasonable endeavours to ensure that the Service is secure and cannot be accessed by unauthorized third parties, the Bank does not warrant the security or confidentiality of any information transmitted through any relevant Internet service provider.

You consent to the collection, storage, communication and processing of any of the Account(s) balance information by any means necessary for the Bank to maintain appropriate transaction and account records and to the release and transmission to and the retention by the relevant service providers of details of the Account(s), PASSWORD, transaction information and other information to enable your use of the Service.

#### 1.2. Fees, Commissions and Taxes:

You agree to pay the Bank fees and charges (together with all applicable taxes) applicable to the use of the services and such charges may also be deducted before crediting any received funds into your account.

### 13. Instructions supplied:

The Bank shall act on all instructions properly issued to it and it does not warrant that it shall be able to hold any remittance instructions even where such instructions are sent to the Bank. You warrant that you shall ensure that there are sufficient funds in your Account. The Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds. You are responsible for the accuracy of information supplied to the Bank with regards to the use of this service. The Bank accepts no liability for the consequences arising out of the use of erroneous information supplied by you. If you notice an error in the information supplied to the Bank either in the application form or any other communication, you are advised to contact the Bank in order to remedy the error.

### 14. Liability

You agree to indemnify and hold the Bank harmless against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs) whatsoever and howsoever caused that may arise out of:

- a) The Bank accepting and acting upon instructions sent to it;
- b) The improper or unauthorized use or breakdown of the service;
- c) Any inability or delay in accessing the service due to challenges in accessing the Internet
- d) Any delay or failure in any transmission, dispatch or communication facilities.

### 15. Anti-Money Laundering, Proceeds of Crime and Other Offences

You declare, agree and undertake to the Bank that instructions effected through the service will not breach any Law of the recipient or country of origin.

By accepting these Terms and Conditions you agree that the Bank may delay, or refuse to process any transaction without incurring any liability if the Bank suspects that:

- a) the transaction may breach any Law of the country or any other country;
- b) The transaction may directly or indirectly involve the proceeds of crime, or be applied for the purposes of, unlawful or illegal conduct.

You also authorize the Bank to disclose any information concerning your account to any law enforcement, regulatory agency, taxation authority or court where such is required in compliance under any Law.

### 16. Disclosure of Certain Information

By signing this agreement you hereby consent to the disclosure of your information by the Bank and/ or any of its officers or employees to any of the following:

- a) Any office or branch of the Bank or its affiliates.
- b) any agent, contractor or third party service provider, or any professional adviser of the Bank or another Group Member;
- c) Any guarantor, or third party security provider.
- d) any regulatory, supervisory, governmental, or quasi-governmental authority with jurisdiction over the Bank or another Group Member;
- e) any actual or potential participant or sub-participant in, or assignee, novatee, or transferee of, any of the Bank's rights and/ or obligations in relation to you;
- f) any person to whom the bank is required or authorized by law or court order to make such disclosure;
- g) any person who is under a duty of confidentiality to the Bank;
- h) any bank or financial institution with which you have or proposes to have dealings;

### 17. Notices:

You agree to notify the Bank in writing or through other means in case of any change in you particulars.

Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under these Terms and Conditions (the "correspondence") shall be served on you:-

- a) (where you are an individual, to you or your personal Branch Authorizer's Name representatives) personally or
- b) (where you are a corporation or partnership) on any of your authorised officers or partners personally; or
- c) by sending it to you or to your last address registered with the Bank;
- d) In the case you are Joint Account holders, to you both.

The Bank may at any time at its absolute discretion and upon written notice of not less than 30 days, amend any one or more of these terms and conditions and where you shall, after receipt of such notice of change of terms and conditions, continue to use the Service(s), you shall be deemed to have agreed with and accepted the amendments. You shall be required to discontinue with the service if you do not agree to the amendments. Where the Bank decides to discontinue the provision of any of these Services, the Bank shall give a 30 days written notice of such discontinuation to you and such notice shall be operative from the date of the notice.

The Bank may notify you of any changes to these terms and conditions by;

- a) publishing such changes in the statements of account to be sent to you;
- b) displaying such changes at the Bank's branches or ATMs;
- c) postings such changes on the Bank's websites;
- d) electronic mail or letter;
- e) publishing such changes in any newspapers; or
- f) Such other means of communication as the Bank may determine in its absolute discretion.

### 18. Advertising and Promotions

The bank may from time to time advertise products and Services through the service.

### 19. No Waiver

No failure or delay by the Bank in exercising or enforcing any right or option under these Terms and Conditions shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right against you or render the Bank responsible for any loss or damage arising therefrom.

### 20. Amendment

The Bank has the right to change these general terms and conditions at any time by giving you notice either in writing, by placing prominent notices at the Bank's offices or branches or by sending you a message via the Service.

### 21. Severability:

If any one or more of the provisions in these Terms and Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

### 22. Governing Law:

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the Republic of Kenya.