



**DIB Bank Kenya**

A subsidiary of Dubai Islamic Bank PJSC

## **PESALINK SERVICE TERMS AND CONDITIONS**

I/We am/are aware of the PesaLink Service offered by DIB Bank Kenya Limited ("the Bank") through the PesaLink System. In consideration of the Bank agreeing to extend to me/us the PesaLink Service, I/ We hereby agree to the following terms and conditions which are in addition to the Terms and Conditions applicable to my/ our Account.

### **1. Definitions:**

- 1.1. Customer", "I", "We", "me", "my", "our" or "us" means the person named here in availing the PesaLink Service and shall include both singular and plural.
- 1.2. "Bank" means "DIB Bank Kenya Limited".
- 1.3. "PesaLink Service" means the Integrated Payment Service with immediate funds transfer.
- 1.4. "Security Procedure" means a procedure established between the Bank and the Customer for the purpose of verifying that the payment instruction or communication amending or cancelling a payment instruction transmitted electronically is that of the Customer or for detecting error in the transmission for the content of the payment instruction or communication. A Security Procedure may require the use of algorithms or other codes, encryption, call back procedures or similar security devices.

### **2. PesaLink Registration Services and Data Protection**

- 2.1. PesaLink Service is automatically available on the Bank's digital channels and are only available to Customers who registered for Mobile or Internet banking services.
- 2.2. The Bank is committed to protecting the information obtained from the Customer and maintaining the privacy and security of customers' Personal Data collected, processed and shared by the Bank, whether in hard copy or electronic form. This is in reference to the general terms and conditions for account opening and the same can be found in our website [www.dibkenya.co.ke](http://www.dibkenya.co.ke).

### **3. Commencement and Termination**

- 3.1. These Terms & Conditions shall come into force as soon as a request for transfer payment through PesaLink is made by the Customer and/or as soon as a security procedure is established by mutual agreement between the Bank and the Customer.
- 3.2. These terms and conditions and any modifications thereto shall remain valid and binding on the Customer as and when and on each occasion the Customer opts to make a transfer payment using the PesaLink Service. The Bank can withdraw the PesaLink Service by giving reasonable notice.

### **4. Rights and obligations of the Customer**

- 4.1. The Customer shall be entitled, subject to the terms and conditions herein, to issue payment instructions for execution by the Bank.
- 4.2. Payment instructions shall be issued by the Customer on the authorized channels for use, by completing all requirements. The Customer shall be responsible for the accuracy of the particulars given in the payment instruction(s) issued to the Bank and shall indemnify the Bank against loss arising on account of any error in the payment instruction(s).
- 4.3. The Customer shall be bound by any payment instruction(s) executed by the Bank in good faith and in compliance with the Security Procedure.
- 4.4. The Customer shall ensure availability of funds in his account properly applicable to the payment instruction before the execution of the payment instruction by the Bank. If funds are not available in the account, the transaction shall be declined by the Bank.
- 4.5. The Customer hereby authorizes the Bank to debit to his account any liability incurred by him to the Bank for execution by the Bank of any payment instruction issued by him.



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- 4.6. Customer agrees that the payment instruction shall become irrevocable when it is executed by the Bank.
- 4.7. Customer agrees that he shall not be entitled to make any claim against any party in the PesaLink System except the Bank.
- 4.8. In no event will the Customer be entitled to recover special, punitive, incidental or consequential damages, including damages based on lost profits or lost business opportunities, arising out of a breach of the Bank's obligations hereunder, even if the Bank has been advised of the possibility of such damages.
- 4.9. Customer agrees that no special circumstances shall attach to any payment instruction executed under the PesaLink Service and under no circumstance shall the customer be entitled to claim any compensation from the Bank for any breach of contract or otherwise for the PesaLink Service.

## **5. Rights and obligations of the Bank**

- 5.1. The Bank shall execute a payment instruction issued by the Customer duly authenticated as verified by the Security Procedure, unless: -
  - 5.1.1. The funds available in the Customer's account are not adequate or properly applicable to comply with the payment instruction and the Customer has not made any other arrangement to meet the payment obligation.
  - 5.1.2. The payment instruction is incomplete, or it is not issued in the agreed form.
  - 5.1.3. The payment instruction is attached with notice of any special circumstances.
  - 5.1.4. The payment instruction cannot be executed under the PesaLink System.
- 5.2. No payment instruction issued by the Customer shall be binding on the Bank until the Bank has accepted it.
- 5.3. The Bank shall, upon execution of every payment instruction by it, be entitled to debit the Customer's designated account with the amount of the funds transferred together with charges payable thereon, whether or not the account has sufficient balance.
- 5.4. The Customer agrees that PesaLink Service is availed at the Customer's own risk, including but not limited to, misuse of password, internet fraud, mistakes & errors, technology risks. The Customer understands and accepts that the Bank shall not be responsible or liable for the said risks.

## **6. Conditions of Transfer**

- 6.1. The Bank shall not be liable for any loss or damage arising or resulting from delay in transmission, delivery or non-delivery of electronic messages or any mistake, omission, or error in transmission or delivery thereof or in deciphering the message from any cause whatsoever or from its misinterpretation or any other action beyond its control.
- 6.2. It shall be the responsibility of the Customer to check all payment instructions carefully.
- 6.3. The charges for sending money would be decided by the Bank from time to time in accordance to guidelines from PesaLink.
- 6.4. The daily maximum amount that can transferred at any time shall be as notified by the bank from time to time.
- 6.5. PesaLink transfer can be done only between the Kenya Bankers participating Banks for PesaLink transactions by PesaLink.

## **7. Disclaimers**

- 7.1. The Bank shall not be liable in the event the PesaLink System service provider uses the Customer's information for purposes other than those outlined in these Terms and Conditions.
- 7.2. The Bank shall not be liable in the event the Customer incurs a loss as a result of inputting the wrong details when carrying out a transaction.



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7.3. The Customer acknowledges and agrees that provision of the PesaLink Service shall be subject to such charges as the Bank shall determine from time to time in its absolute discretion.

7.4. The Bank shall not be liable for any loss or damage incurred by the Customer as a result of system or network failure of access platforms to the PesaLink Service,.

**8. Governing law**

This Agreement and Terms and Conditions shall be governed by the laws of the Republic of Kenya.

**9. Amendments**

These Terms and Conditions, including its schedules may be amended by the Bank and shall be effected on the DIB Bank website at <http://www.dibkenya.co.ke>. The Terms and Conditions are also to be read in conjunction with the General Account Opening Terms and Conditions which have also been availed on the DIB Bank Website. You acknowledge that such amendments shall be binding and shall have full legal force as if they were contained in these terms and conditions.