



## GENERAL ACCOUNT OPENING TERMS AND CONDITIONS

For these terms and Conditions "Bank" or "Us" or "We" shall refer to DIB Bank Kenya Limited its successors in title and assignees. These terms and conditions ("the Terms") govern the Bank's and Customer's 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 and / or Personal Data being shared within the Bank in the ordinary course of the Bank's business of providing the Services to you.

### 1. DEFINITIONS AND INTERPRETATION

In these general terms and conditions, unless the context otherwise requires:

- a. "Account" or "Bank Account" means the Customer's current, savings and deposit account(s) and term and call deposit accounts (as the case may be) with the Bank.
- b. "Banking Day" means a day on which the counters of the Branch and / or the Bank Subsidiary (as applicable) are open for the transaction of ordinary business;
- c. "Branch" means a branch or branches of the Bank which the Bank will advise the Customer.
- d. "Cardholder" means a person to whom the Bank's card has been issued and includes an additional cardholder.
- e. "Cardholder's Account" means any account nominated by the Cardholder in respect of the Debit Card;
- f. "The Customer" or "You" means the Customer, its successors and assigns and shall further include firms, corporations and other associations or bodies of persons whether or not incorporated and any Government, state or agency of a state howsoever and whatsoever related to the Customer, whether or not any of the foregoing has any separate legal personality. Where the 'Customer' is more than one person, references to the 'Customer' includes all and / or any of such persons and the obligations of the Customer shall be joint and several.
- g. "Customer group" means the Customer and where the Customer is a company, its holding company (if any) and their respective subsidiaries from time to time.
- h. "Debit Card" means any card issued to the Cardholder by the Bank which may be used to effect banking transactions by electronic means and / or for use in the manner agreed upon between the Bank and the Cardholder at the time of issuance.
- i. "Deposit account" means any Bank Account with a credit balance.
- j. "Force Majeure" means any cause or event beyond the Bank's reasonable control and which makes performance by the Bank impossible or so impractical as to be considered impossible under the circumstances including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, war, terrorist activities, riot, fire, epidemics, pandemics, quarantines, lockdowns and compliance with any law or governmental rule order or direction (whether or not having the force of law).
- k. "Person" includes a body of persons or corporate.
- l. Personal Data means information that allows the Bank to identify the Customer as a natural person or, where applicable, as a corporate entity (such as a company or trust) .l. Words in the singular shall include the plural and vice versa and words importing any gender shall include all other genders.
- m. The Customer shall not assign the benefit of this agreement or any rights arising hereunder without the prior written consent of the Bank.
- n. No waiver by the Bank of any breach by the Customer of any of the terms of this agreement shall be effective unless it is an express waiver in writing of such breach. No waiver of any such breach shall waive any subsequent breach by the Customer.
- o. The Bank may without requiring the consent of the Customer, assign and / or transfer all or any of its rights, benefits and obligations under these Terms and Conditions to any person at any time.
- p. This agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. For the avoidance of doubt, nothing herein shall vary, discharge or in any other way affect or prejudice any security granted by the Customer or any third party in favor of the Bank in relation to any obligations of the Customer which may arise if any request from the Customer hereunder is acted upon by the Bank.
- q. All warranties, representations, indemnities, covenants, and obligations made or entered into by more than one person are so made or entered into jointly and severally. Any person(s) opening an account with the Bank (whether resident or Non-resident), will be deemed to have read and understood these terms and conditions and the applicable e Schedule of Bank Charges issued and amended from time to time.

### 2. CUSTOMER'S INSTRUCTIONS

The Customer requests the Bank to honor and to debit the Customer's Account, all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders to pay drawn or accepted or made out to the Customer, and to carry out any instructions the Customer may give in connection with the Customer's Account notwithstanding whether any relevant Account is in credit or in debit or that any such debiting or carrying out may cause the Account to be overdrawn or an overdraft to be increased. Where no overdraft has been agreed or the limit of overdraft agreed has been reached, the Bank may nevertheless refuse to carry out any instructions which would result in there being an overdraft or any overdraft greater than that agreed, as the case may be.

### 3. AUTHORISED SIGNATORIES

The Customer will give the Bank in an acceptable form the specimen signature of every person authorised to operate the Account. The Bank is under no duty to enquire or ascertain into the purpose for which an authorised signatory exercises powers on behalf of or otherwise for the Customer. The Bank accepts no obligation to any person

(including any authorised signatory) other than the Customer who is authorised 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 the Customer's Identification details and password together with all other information and materials of any nature supplied to the Customer 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.

#### **4. SET-OFF**

- a. The Bank may, without notice, set off against any indebtedness of the Customer:
  - I. Any other Account whether current, facility, savings or any other type:
  - II. Any fixed or other deposit.
- b. The Bank may, upon notice to the Customer, set off the Customer's 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.

#### **5. SIMULTANEOUS ORDER IN EXCESS OF FUNDS**

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.

#### **6. BANK CHARGES**

The Bank is entitled to be paid by the Customer and may debit the Customer's Account(s) (without reference to the Customer) with:

- a. Legal charges

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 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 agreement between the Bank and the customer.

- b. Commission

Commission at such rates and at such time or times as the bank decides, with discretion to charge different rates for different accounts as approved by the Central Bank of Kenya. A 30-day notice period will be issued to the customers before the rate is effected.

- c. Other Charges and Expenses

In addition to the debits authorised by sub-clauses (a) and (b) of this Clause, all other fees, expenses and charges including but not limited to valuation fees, auction fees, Insurance fees, ledger fees, disbursements for cheque books, postages, cables, telephone calls, communication costs, taxes, duties, impositions and expenses incurred in complying with the Customers' requests and or exercising the Bank's rights.

#### **7. PAYMENT OF INTEREST**

The Parties hereby recognize and agree that the payment of interest is repugnant to the principles of the Sharia and accordingly to the extent that any legal system would (but for the provisions of this clause) impose (whether by contract or by statute) any obligation to pay interest, the Parties hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from each other .

#### **8. STATEMENTS DEEMED APPROVED IF NOT OBJECTED TO WITHIN 28 DAYS**

The contents of any statements of account or statement of any other nature which has been sent by the Bank to the Customer, and to which the Customer has not objected within twenty eight days of receipt thereof, shall be deemed approved by the Customer, and shall not thereafter be challenged by the Customer on any grounds whatsoever, whether loss of mandate, forged or inadequate signature of endorsement of cheques, forged alteration thereof or otherwise.

#### **9. DELAY BY CUSTOMER IN LODGING COMPLAINTS**

The Bank is not responsible for any matter unless the Customer has made a written complaint to the Bank as soon as reasonably possible.

#### **10. PAYMENTS BY THIRD PARTIES**

The Bank may credit the Customer with amounts paid by third parties.

#### **11. DEPOSIT OF CHEQUES**

- a. All cheques or other orders for payment of whatsoever nature are accepted for deposit or collection at the risk of the Customer. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the Bank may debit the Customer with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of that cheque or order.
- b. Before making any withdrawal, the Customer must allow sufficient time to elapse after making any deposit (even of cash) in order to enable the bank to carry out the necessary bookkeeping operations to credit the Account. For the purposes of this sub-section sufficient time shall be deemed to be one complete business day in relation to business day in relation to deposits of cleared funds, and 4 clear working days in relation to deposit of cheques and bankers' drafts.
- c. Notwithstanding the provisions of clause 10 herein, any money credited to the Customer in error must be repaid immediately.

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## 12. NO DUTY ON BANK TO PROTEST

The Bank is not liable for any loss or damage suffered by any party if any dishonored bill is not noted or protested or both. The Bank will nevertheless endeavor to cause dishonored bills to be noted or protested or both, provided that it receives instructions to do so in a reasonable time.

## 13. REPAYMENT OF OVERDRAWN ACCOUNTS

The Bank is entitled to demand the immediate repayment of any account that is overdrawn.

## 14. EXPRESS AUTHORITY

The Customer hereby expressly consents and authorises the Bank to disclose, respond, advise, exchange and communicate the details or information pertaining to the Customer's Account(s) to entities authorised by law to demand and receive such information for the purposes of any bona fide enquiry or collection of any data or towards recovery of any sums due and outstanding to the Bank. The Bank may from time to time release any information relating to any of the Customers' Accounts to any statutory authority or entity authorised by law to receive such information.

The Customer acknowledges that any information released by the Bank under this clause may be used by the recipient to assess applications for credit by the Customer or by related parties, for debt tracing and for fraud prevention purposes. The Customer also acknowledges that such information being released to the recipients may affect the customers' ability to maintain existing facilities with lenders or credit card companies. The Customer shall have no claim whatsoever against the Bank for any loss, damage, fees or expenses suffered or incurred by the Customer in relation to the release of any information by the Bank under this clause.

## 15. LIEN

- a. When the Customer is indebted to the Bank, the Bank has a general lien over all property of the Customer in the Bank's possession, including, but not limited to, cash, goods, securities or valuables deposited for safe custody or as security, cheques presented for payment, bills and any other property movable or immovable charged to secure payment of any money whether or not that money has been repaid, and also over all property over which by the general law the Bank has a lien.
- b. Where the Customer is indebted in circumstances giving the Bank a right of set off, all securities as set out in paragraph (a) hereof are held as security for the debt.
- c. Whereas the repayments for any debt may be accepted from the Customer at any branch, the same shall for purposes of this agreement be deemed payable at the head office of the Bank in Nairobi.
- d. The Bank may at any time give the Customer notice in writing that if an accrued debt is not paid within a stated period being not less than 14 days from the date of such notice then the Bank may without further notice realize sufficient relief of the Customer's assets to discharge the debt.
- e. If the debt is not discharged within the time allowed, the Bank may realize sufficient relief of the Customers' assets to discharge the debt, and the Customer appoints the Bank as the Customer's attorney for the purpose of conducting the sale, giving title to the assets sold and all other necessary matters.
- f. Any sum remaining after such a transaction will be held for the Customer subject to these terms and conditions.
- g. Where any amount is required to be paid by the Lessee under the Principal document on a specified date and is not paid by the date, or an extension thereof, permitted by the Bank without any increase in the Contract Price, the Lessee hereby undertakes to pay directly into a Charity Fund account constituted by the Bank, a late payment fee sum calculated at a rate as outlined in the tariff guide for the entire period of default, calculated on the total amount of the obligations remaining undischarged.
- h. Funds in foreign currencies which are subject to the Bank's lien may be set off against debts or realized at the rate of exchange current at the date of set-off or realization.
- i. The Bank accepts no liability for any loss caused by exchange fluctuations Deposits including those held in foreign currencies and for a given period of time may be set off against debts notwithstanding that the time period of the deposit has not expired.

## 16. INDEMNITY

In consideration of the Bank complying with the Customer's instructions in relation to any of the Customer's Accounts with the Bank or the Service, the Customer undertakes to indemnify the Bank and hold it harmless against any loss, charge, damage, expense, fee or claim which the Bank suffers or incurs or sustains thereby and the Customer absolves the Bank from all liability for loss or damage which the Customer may sustain from the Bank acting on the Customer's instructions or request or in accordance with terms and conditions. The indemnity shall also cover the following:

- a. All demands, claims, actions, losses and damages of whatever nature may be brought against the Bank or which it may suffer or incur 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 unauthorised access to the Customer's Accounts or any breach of security 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 or any loss which may be incurred by the Bank as a consequence of any breach by the Customer of the terms of this agreement.
- e. Any damages and costs payable to the Bank in respect of any claims against the Bank for compensation for loss where the particular circumstance is within the Customer's control.

## 17. VARIATION AND TERMINATION OF RELATIONSHIP

The Bank may at any time, upon notice to the Customer, terminate or vary its business relationship with the Customer and in particular but without prejudice to the generality of the foregoing the Bank may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine. All banking services provided by the Bank to the Customer may be terminated at any time by the Bank giving the customer one calendar months' 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 banking services to the Customer, the Bank shall be entitled to terminate the agreement at any time without notice to the Customer.

The Bank may at any time freeze any Account of the Customer if and so long as there is any dispute or the Bank has doubt for any reason (whether or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute interpleader proceedings or to take any step of its own initiative for the determination of such dispute or doubt.

## 18. CHEQUE BOOKS

Cheque books are issued subject to the following conditions: -

- a. The Customer agrees to look after and use any cheque book and any cheque form with the utmost care.
- b. The Customer further agrees to ensure: -
  - I. That all uncompleted cheque forms are kept in safe custody at all times.
  - II. 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.
  - III. That any person preparing the cheque is authorised to do so.
  - IV. That any cheque is prepared and signed in ink or other inedible writing materials.
  - V. That the amount of any cheque is written as near as possible to the left side of the form to prevent any addition of unauthorised letters or figures.
  - VI. That any cheque and any alteration is signed by an authorised signatory.
  - VII. That no uncompleted cheque is given to any stranger or other person when the Customer does not have reasonable grounds believing them to be trustworthy.
- c. The Customer is advised that:
  - I. Where possible any uncompleted cheque should be crossed with two distinct lines to make the cheque negotiable only through a Bank.
  - II. If it is known with which Bank the beneficiary of a cheque keeps their 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.
  - III. Cheques Not Drawn in Bank's Forms in the Manner Specified by the Bank.
- d. On the receipt of a written notice by the Customer to stop payment of a cheque, the Bank will record the notice.
- e. Upon closure of any Account the Customer will return to the Bank any remaining uncompleted cheque forms relating to the Account.
- f. 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.

## 19. ACCOUNTS IN FOREIGN CURRENCY

Subject to all laws and government regulations applicable:

- a. Where an Account is in foreign currency any demand for payment from such an Account is properly met by the Bank issuing a draft or effecting a transfer or making payment in any manner in foreign currency at the discretion of the Bank.
- b. The Bank will credit the counter-value of the Customer's holdings in foreign currencies to accounts with its correspondents in various countries of origin:
- c. Such accounts are in the bank's name but are at the customer's risk, and the customer accepts responsibility for any ensuing consequences including but not limited to the consequences of legal, fiscal or other measures affecting the account.
- d. Except in the case of an assignment by the Customer to the Bank, the Customer may dispose of such funds only by means of requests for cheques or transfers in the original currencies at the Bank's option.
- e. All credits granted in foreign currencies are also subject to this clause.

## 20. CASH

- a. The Bank will pay cash to the Customer where the cheque is signed in the presence of the teller, by an authorised signatory(s).
- b. 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. Where cash cheques are presented by employees or other known agents of the Customer the following steps will be taken.
- c. The employee or agent will be identified beforehand in a manner acceptable to the Bank.
- d. 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.
- e. Where the Customer requests that payments be made under paragraph (b) above, the Customer shall indemnify and keep the Bank indemnified in respect of all payments made to the presenter of the payment as if the payment was authorised by the Customer and the Customer shall have no claim against the Bank.
- f. 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.
- g. 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 the Customer's authorised signatory, which instruction was given fraudulently if:

- I. 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
  - II. 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 17 hereof; or
  - III. The forgery has been perpetrated by an employee, servant, agent, contractor, authorised signatory or persons known to the Customer.
- h. The Bank may re-debit unpaid bills of exchange, cheques, and similar instruments which it has discounted or credited. Until settlement of any debit balance created by any such re-debit, the Bank may also claim against any party to the negotiable instrument under the applicable law. In no case is the Bank committed to protest within the prescribed time for nonpayment 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, the loss or damage eventually resulting therefrom will be borne by the holder of the account who remitted the instruments to the Bank. The Bank is not responsible for the authenticity, validity, regularity, or value of documents including but not limited to the bills of lading, delivery order, consignment documents, receipts, warrants and insurance policies.

## 21. CASH COLLECTION SERVICES

- a. The Bank agrees with commercial partners that they will provide complimentary services including third party Cash Collection services to the Bank's Customers and their terms and conditions will also apply to the said third party Cash Collection Services.
- b. These terms apply to the use of other channels in various locations across the country availed through commercial partners contracted by the Bank as a partner to provide Cash Collection Services. By proceeding with transacting at any of the said channels, the Customer agrees to be bound by these Terms and Conditions.
- c. The Bank does not represent or warrant that third-party Cash Collection Services will always be available or that there will always be a Cash Collection Service location near the Customer.
- d. The Bank shall be entitled to specify maximum amounts for the Customer's transactions and the maximum number of transactions that the Customer can perform in a specified period including during use of third party Cash Collection Services and the Bank shall at its discretion revise these periodically.
- e. The Bank reserves the right to reject and or stop any fraudulent transaction(s) initiated at any of the Cash Collection Services locations that may be in breach of Anti Bribery and Corruption Laws and Regulations.
- f. While transacting through third party Cash Collection service channels, it is the Customer's responsibility to ensure that:
  - I. The information captured on the receipt is accurate before leaving the third-party Cash Collection Service provider's premises after a cash deposit transaction.
  - II. The third-party Cash Collection Service provider issues the Customer with a receipt for every transaction done before leaving the third party Cash Collection Service provider's premises.
- g. Any concerns should immediately be raised with the third party Cash Collection Service provider with escalations to the Bank in writing if the concern is not resolved by the third party Cash Collection Service Provider to the Customer's satisfaction within 24 hours.
- h. The Bank shall not be liable for concerns discovered and raised later than 24 hours after the Customer has left the third-party Cash Collection Service provider's premises.
- i. The Bank shall not be liable for any losses or damage the Customer may suffer because of the Customer's failure to successfully complete a transaction if the Customer's bank account is closed, flagged, frozen or inaccessible for any reason.
- j. The Bank may decide at its discretion to withdraw the right to use the third party Cash Collection services.
- k. The Cash Collection Services may be discontinued by the Bank at its sole discretion and at any time without prior notice to the Customer. The Bank may also suspend the service temporarily, without any notice to the Customer for any emergency reason as deemed necessary.

## 22. PERSONAL DATA COLLECTION AND PROCESSING CONSENT

- a. Policy Statement.

DIB Bank Kenya Limited is committed to protecting the information obtained from you and maintaining the privacy and security of your Personal Data collected, processed and shared by the Bank, whether in hard copy or electronic form. This consent form describes how DIB Bank Kenya Limited collects, uses, stores, and protects your personal data and how you can exercise your rights as a data subject.

- b. How we collect Personal Data.

DIB Bank Kenya Limited will collect your personal data when you make an application to use any of our product or service or visit or access any of our branches, head office or digital channels. We may collect personal information that includes but is not limited to your name, photograph, marital status, nationality, occupation, postal and residence address, business location, phone number, identity document number, tax identification number, date of birth, age, gender, email, signature specimen, occupation or profession, income levels and any other personal information obtained by Financial Institution pursuant to Anti-Money Laundering / Know Your Customer (AML / KYC) regulations or for other regulatory purposes. The Bank may obtain your personal data from third parties such as joint account holders, credit reference agencies or other organizations and / or learn from the way you use and manage your account(s) or transactions that you make or from the payments which are made into your account(s).

The Bank will store and process information (including personal and financial information and information which the Bank:

- I. Obtains from third parties such as joint account holders, credit reference agencies or other organizations; or
- II. Learns from the way the Customer uses and manages their account(s); or learns from the transactions the Customer makes or from the payments which are made to the Customer's account.

We generally do not collect your personal data unless you provide it voluntarily or through your authorised representative. We may however collect and process your data without your consent where we are permitted under the Data Protection Act, 2019 or other laws.

- c. How Personal Data is used.

- I. The general purposes for which we collect and process your personal data is for the reason you provided it to us with your consent including but are not limited to complying with legal and regulatory requirements, verifying your identity, providing you with financial products and services, processing your financial transactions,

protecting your or our legitimate interests, improving our products and services, collecting any monies owed to us, performing credit reference checks, enforcing or defending our rights, performing our internal controls requirements e.g. risk management and internal audits, meeting our regulatory compliance obligation and where it is in our legitimate interests to seek professional advice. We also collect information to enable us to improve our service and customers experience and market our products and / or services, which may be of interest to you and carry out any other purpose described to you at the time of collecting the information.

- II. Information and Instructions received from the Customer through the Bank's services will be stored by the Bank and accessed by the Bank's employees (as is deemed necessary).
- III. The Customer acknowledges that the Customer shall have no claim whatsoever against the Bank for any loss, damage, fees or expenses suffered or incurred by the Customer in relation to the release of any personal information and / or Personal Data by the Bank under this clause.
- IV. Unless otherwise specified, the Customer needs to provide all of the Personal Data requested by the Bank. If the Customer does not provide the Bank with the required information, the Bank may suspend the Customer's access to the Bank's products and / or services for a period of time, or even terminate the relationship between the Bank and the Customer.
- V. The Bank may store and process information (including personal and financial information) either within or outside Kenya, as may be permitted under Kenyan law. The Bank, and other companies in the same group as the Bank, will use such information to manage the Customer's account(s), give statements and provide services, for assessment and analysis (including credit and / or behaviour scoring, market and product analysis), and to develop and improve the Bank's services to the Customer and other customers and to protect the Bank's interests.
- VI. If the Customer has any complaint relating to the protection of the Customer's Personal Data, including the way in which the Bank collected or processed it, please contact the Bank.
- VII. By agreeing to these terms and conditions, the Customer agrees that the personal information and / or Personal Data that the Customer has provided is accurate and complete to the best of the Customer's knowledge and the Customer consents to the Bank processing the Customer's Personal Data for the purposes set out herein and as per legal and regulatory requirements.

You can access a full description of the types of personal data the Bank collects, why it collects such data, what the data is used for and how the data is protected in the Bank's Privacy Policy published on our website ([www.dibkenya.co.ke/privacy-policy/](http://www.dibkenya.co.ke/privacy-policy/)).

#### d. How Personal Data is shared.

We may share your personal data with our data processors that host, maintain, manage, or provide other services to us in relation to our products and services and with government authorities and law enforcement agencies, to respond to a request, or to provide information in accordance with existing laws. We can share data with our service providers and other third parties to comply with regulatory obligations such as credit reference bureaus where credit products are applied for by you. We shall not without your prior consent, disclose any of your personal information to any third party except lawfully to competent authorities such as, regulators, tax authorities, government / law enforcement agencies, competent court, tribunal or authority; our parent company, associate or subsidiary companies (DIB Group); professional advisors; service providers; contractors; agents of such parties e.g. debt collectors, anyone to whom we may transfer our rights under this agreement and anyone where we are legally or contractually compelled to or if its in the public's interest to disclose such information.

All the personal information we share is subject to our privacy and security requirements and we are responsible for ensuring that your personal information is processed lawfully and in a reasonable manner that does not infringe your privacy rights. Our professional advisors, service providers, independent contractors, data processing firms, agents, associate companies, correspondent banks are under duty of confidentiality.

The Bank collects and process personal information and / or Personal Data from the Customer and shares it with:

- I. Other entities in the same group as the Bank and its affiliates and its service providers for the purposes of providing the Bank's products and services to the Customer and to comply with the legal and regulatory obligations of the Bank and other entities in the same group as the Bank;
- II. Any party to whom the Bank assigns its rights under this Agreement or any of its agreements for particular products and services.
- III. The Bank's local and global regulators and authorities or other crime-fighting agencies, including fraud detection and prevention agents; and
- IV. Credit reference agencies or credit bureaus for the purposes of the Bank's credit assessments and so that these agencies or bureaus can maintain and provide to others a credit profile about the Customer and possibly a credit score on the Customer's credit worthiness and other organizations, who may record, use and give out information to other lenders and insurers to help other users make assessments for credit and all types of assessments for credit and all types of insurance (including handling any claims), for debt tracing and to prevent fraud and money laundering);
- V. Third-party service providers that process the Customer's personal data in conjunction with the Bank or on its behalf. These third-party providers, whether local or trans-border, are contractually obligated to process the Customer's personal data in line with the Bank's privacy and security policies. The third parties may be located within the Customer's country of residence or in another country.
- VI. Any person in connection with an actual or proposed contract which relates to this agreement. This includes disclosing information under the terms of such contract and such a contract includes the assignment and / or transfer of all the Bank's rights and obligations under this agreement.
- VII. Any person and / or entity the Customer asks the Bank to do so or gives the Bank permission in writing.
- VIII. Any person and / or entity which it is in the Bank's interest to do so.
- IX. Any person where the Bank is legally or contractually compelled to or it is in the Bank's interest to disclose such information whether they located in or outside Kenya.

#### e. Data Security

We use appropriate physical, administrative, technical, and organizational measures to safeguard and secure storage and transmission of personal data within our organization and to our authorised third-party service providers against loss, theft, breach, and unauthorised access and use, disclosure, copying, modification or disposal or similar risks.

#### f. Data Retention

The bank will keep your personal information only for as long as the law requires us to and / or our Privacy policy requires for business and operational purposes. After this time, we will securely destroy this information.

#### g. Automated Decisions and Profiling

We may use automated systems to assist in making decisions to lend or establish a business relationship. However, we do not make final decisions based solely on

automated processing. Our employees will intervene and review any automated decision you find unsatisfactory and / or has an adverse effect on you.

We may use profiling, including behavioural analysis, to assist us to provide you with better services, to make decisions and to prevent money laundering, terrorism, fraud and other financial crime.

h. Marketing and Promotions emails and alerts

We use your personal information to tell you about products and services that may interest you. We may contact you via SMS, email or telephone. If you no longer want to receive marketing-related emails and alerts from DIB Bank Kenya Limited, you may opt out / unsubscribe by following the instructions contained within each such email or through DIB Bank Kenya Limited's contact Centre or update your preferences at your nearest Branch. We will endeavor to comply with your request as soon as is reasonably practicable. Please note that if you opt out of receiving marketing-related emails and SMS alerts, we may still send you administrative notices and relevant information about your accounts and transactions, from which you cannot opt out or unsubscribe.

i. Update of personal information

You must provide all the personal information or personal data requested by the Bank timeously. If you do not provide the Bank with the required information / data, the Bank may suspend your access to its products and / or services for a period of time, or even terminate business relationship with you. You are required to keep your contact details up to date and advise DIB Bank Kenya Limited immediately and in any case within 30 days of any change in your personal information that causes the information / static data held by the Bank to become incorrect or incomplete and you must promptly provide DIB Bank Kenya Limited with suitably updated information and documentation. Ensure any telephone number or postal and email address that you have provided to us is functioning, otherwise you risk not receiving important communications from us and you will solely be responsible where this affects your legal position.

j. Your rights

You have the right to ask us for access to your personal information in our custody and to instruct us to amend, correct and / or delete any personal data that is false or misleading about you or to object to us processing your personal information. You can also let us know if you want us to stop or to limit how we use your personal information. You can request a copy of the personal data you have given to us in a commonly used machine-readable format. If you do not agree with how we use your personal information, you can lodge a complaint with us. The bank will ensure you enjoy your rights as outlined in the Data Protection Act 2019 and related regulations and Banking industry guidelines. You can access our Privacy Policy on our website or at your nearest branch.

k. Disclosure of Personal Data

When using your data for the Purposes disclosed in this privacy statement, we may need to disclose it to DIB Group entities and affiliate companies and to our agents, advisors, and third-party service providers ("Other Parties") for the purposes of providing the Bank's products and services to you and / or to law enforcement agencies, local and global regulators, credit reference bureaus and competent authorities to comply with the legal and regulatory obligations of the Bank. We will require the other parties whether local or trans-border to handle your information using the same level of care and safeguards that we apply and according to our privacy and security policies, instructions and directions. We will not otherwise disclose your information to third parties unless we have your permission, or we are under a legal or similar obligation. The third parties may be located within the Kenya or in another country.

l. Privacy Policy Updates

By using our financial products and services, you hereby consent to our Privacy Policy as read together with the Terms and Conditions of using DIB Bank Kenya Limited products and services. The Bank reserves the right to amend its Privacy Policy from time to time. All changes to the Privacy Policy will be posted on the DIB Bank Kenya Limited website. Unless otherwise stated, the current version shall supersede and replace all previous versions of the Privacy Policy. By completing this form, you bound to the Privacy Policy as published at the time of signing this form.

This Privacy statement may be updated from time to time, and you are advised to visit our website- [www.dibkenya.co.ke/privacy-policy/](http://www.dibkenya.co.ke/privacy-policy/) regularly to check for any amendments. This privacy statement was last updated on 1st September 2023.

m. Other Terms and Conditions

Other specific terms and conditions in our banking and product agreements that govern the collection, use, storage and disclosure of your personal data must be read together with this Privacy Statement.

n. Contact Details

You may contact our Customer Service Department if you have any enquiries or feedback or complaints in relation to the processing of your personal data or if you wish to make any request, using the contact details below:

DIB Bank Kenya Limited  
Head Office Bunyala / Lowerhill Road Junction – Upperhill  
P.O Box 6450 – 00200, Nairobi Kenya.  
Tel: +254 709 913 000 / +254 20 5131300  
Email: [contactus@dibkenya.co.ke](mailto:contactus@dibkenya.co.ke)  
Twitter: DIBBank\_Ke  
Instagram: DIB Bank Kenya  
Facebook: DIB Bank Kenya Limited  
LinkedIn: DIB Bank Kenya Limited  
Website: [www.dibkenya.co.ke](http://www.dibkenya.co.ke) (feedback form)

o. Data Processing Consent

The consent that you provide for the processing of your data shall remain valid until such time it is being withdrawn by you in writing and having the same delivered to your nearest DIBBK branch or via email to our Customer Service through the contact details provided you from time to time.



## 23. APPLICATION TO ALL ACCOUNTS

These Terms and Conditions shall apply to each Account now or subsequently opened in the name of the Customer.

## 24. COMMUNICATION

- a. 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.
- b. 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.
- c. 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, telephone or any other means of communication.

## 25. SEVERABILITY OF TERMS

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of those provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## 26. MARGINAL NOTES

Marginal notes and headings contained on these General Terms and Conditions are for information purposes only and are not conclusive as to the contents of the clauses they relate to.

## 27. AMENDMENTS

Any addition or alteration to these General Terms and Conditions may be made from time to time by the Bank and of which notice shall be given to the Customer either in writing or by publication thereof or by such means.

## 28. GOVERNING LAW & JURISDICTION

The Account application form, these Terms Conditions and any other documents required to be executed by the Customer in connection with the Account, shall be governed by and construed in accordance with the laws of the Republic of Kenya and the Customer submits to the non-exclusive jurisdiction of the Kenya courts.

## 29. INTENTION TO BE BOUND & INDEPENDENT LEGAL ADVICE

- a. The Customer, the signatories and any agent of the Customer (and every other person connected to the Account) has executed these Terms and Conditions with the intention to be legally bound by the contents herein.
- b. The Customer hereby agrees and confirms that they have read and understood these Terms and Conditions and have sought and obtained independent legal and financial advice regarding the legal, tax, financial or other implication arising under these Terms and Conditions.

## 30. SHARIA STRUCTURES FOR CURRENT, SAVINGS AND TERM DEPOSITS

- a. By opening a DIB Current Account, the depositor provides his / her funds on a Qardh arrangement (interest free loan) to be managed on his / her behalf according to the principles of Sharia.
- b. By investing in the DIB Savings Account, the depositor authorises DIB Bank Kenya Limited to invest his / her funds based on unrestricted Mudaraba contract according to the principles of Sharia. DIB Bank Kenya Limited 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 based on agreed upon weight-ages which take into consideration the tenor, amount of deposit and profit payment frequency of the account.
- c. By investing in the DIB Term Deposit Account, the depositor authorises DIB Bank Kenya Limited to invest his / her funds based on unrestricted Wakala (Agency) contract according to the principles of Sharia. DIB Bank Kenya Limited invests these funds in its Comingled Mudaraba and Wakala Pool with other deposits and the shareholders' equity. The profit on the Comingled Mudaraba and Wakala Pool is distributed amongst the shareholders and depositors based on agreed upon weight-ages which take into consideration the tenor, amount of deposit and profit payment frequency of the account.

## DEBIT CARDS SERVICES

- a. The Debit Card is and will always be, 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.
- b. The Cardholder will be responsible for all transactions effected by use of the Debit Card, whether authorised by the Cardholder or not.
- c. The Cardholder must sign the Debit Card immediately upon receipt and must not permit any other person to use it and should safeguard the Debit Card from misuse.
- d. 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.



- e. Upon successful input of the Cardholder's PIN, the Bank shall deem this as sufficient proof of the Cardholder's identity and grant access to the system without making any further checks or verifying actual identity and without incurring any liability to the Cardholder in relation to the instructions.
- f. The Debit Card is valid up to the last day of the month / year indicated on the card. 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. The Bank reserves the sole right of renewing the Debit Card on expiry.
- g. 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 +254 709 913 000 / +254 20 5131300 and confirmed in writing as soon as possible and in any event within 7 days from the date of oral notification. The Cardholder will be responsible for all transactions effected by use of the Debit Card until such written notification. The Bank will debit the Cardholder's Account with any cost incurred in issuing a replacement Debit Card.
- h. The Debit Card is accepted at the Bank's Automated Teller Machines ("ATM") authorised point of sale ("POS") terminal for any merchant purchases and Online purchase.
- i. The Cardholder may, where authorised, can withdraw cash with the Debit Card from the Cardholder's Account denominated in foreign currency at the prevailing exchange rate set by the Bank at the time of the withdrawal. All cash withdrawals through ATMs will be subject to a cash withdrawal fee, as per the Bank's prevailing tariff of charges.
- j. 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.
- k. 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 Account 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 date of the refund, the Cardholder should notify the Bank, along with the copy of the credit note from the merchant establishment.
- l. 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.
- m. 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.
- n. 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.
- o. If more than one person and / or entity signs in Debit Card application forms, the obligations and liabilities of such persons will be joint and several. Any notice to any one such person and / or entity will be deemed effective notification to all such persons and / or entities.
- p. The Bank will not be liable in any manner whatsoever in the event of a refusal by any establishment worldwide to accept or honour the Card. The Bank will also not be liable for the quality, effectiveness or merchantability of any goods supplied or services rendered by any establishment.
- q. The Bank's record of transactions processed with respect to the use of the Debit Card will be conclusive and binding for all purposes.

## MOBILE BANKING SERVICES (MBS)

### 1. DEFINITIONS AND INTERPRETATION

- a. "MBS" abbreviation for Mobile Banking Services
- b. "Authorised User" means customers who have been provided by the Bank the access to the System and Services.
- c. "Channel" means all or any system, medium or channel (including telephone), whether Internet based or not, which may be established by the Bank from time to time to enable its customers access and utilize banking and other services provided by the Bank from time to time.
- d. "Channel Services" means the provision by the Bank to the Customer of access to one or more Channels pursuant to the terms of this Agreement enabling the Customer to utilize one or more of the Bank's products and / or Services.
- e. "Deposit Account" Any Bank Account with a credit balance.
- f. "PIN" the 4 (four) digits provided to the Customer by the Bank for authentication / verification by the 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 the PIN and such other means of identification assigned to the Customer in connection with the Account(s).
- g. "Nominated User(s)" the representative or representatives of the Customer authorised by the Customer to hold and change the Password and hence to access the System and Service on behalf of the Customer.
- h. "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.
- i. "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.
- j. "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 1.4.1, authorised to act.

- k. "Alert" the customized messages sent either by short messaging service / text ("SMS" over the Customer's mobile phone, email or any other modes of communication.
- l. "MSP" any mobile service provider through whom the Customer or the Bank receives the mobile services as notified by the Bank.
- m. "Mobile Banking" means Mobile Banking Service or the performance of transactions, payments etc. over the phone through the Bank's secure system.
- n. "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.
- o. "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.
- p. 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 unauthorised 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 authorised to do so.
- q. The Customer shall not at any time operate or use the Service in any manner that may be prejudicial to the Bank.
- r. The Bank shall be entitled and is authorised 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.
- s. The Customer shall be responsible for the acts and omissions in the use of the Service and / or the System and the Bank shall not be responsible for any loss that arises there-from.

## 2. INSTRUCTIONS BY CUSTOMERS

- a. The Bank is irrevocably authorised 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 authorised 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.
- a. 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.
- a. 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 of 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 a (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.
- a. For the purposes of carrying out any instruction, the Customer:
  - I. Authorises the Bank to transmit payment instructions on the Customer's behalf and to act for these purposes as instructing financial institution.
  - II. Acknowledges that the Bank will be acting as the Customer's agent for the purpose of transmitting or procuring the transmission of any such Instructions and that the Bank being the recipient of any such instructions shall be authorised and entitled to act upon them as if they had been given directly by the Customer to such recipient, and
  - III. Agrees to authorise any relevant third party to provide the account and other information to the Bank.
- b. For the avoidance of doubt:
  - I. The Customer agrees that the Bank is authorised to record all telephone conversations made between the Customer and the Bank by such means as the Bank may determine for quality assurance purposes. However, any such information so recorded will only be disclosed to third parties in accordance with these Terms and Conditions.
  - II. Where any instruction is given by email or any other mode acceptable to the Bank followed by delivery of the original instruction, the fact that the same had been given by email shall be annotated on the original copy (where possible). In the absence of such annotation, the Customer agrees that the Bank 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
  - III. As between the Customer and the Bank, and in the absence of manifest error, the Bank's records (whether in paper, electronic, data or other form) of each instruction or other communication with the Customer 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.
  - IV. 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.

## 3. MOBILE BANKING SERVICE AND TRANSACTIONS

- a. Services and Transactions Offered will depend on the subscription applied for by the Customer and approved by the Bank.
- b. 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.
- c. 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).

## 4. SERVICE CHARGES

- a. The Customer shall pay or procure the payment of the Bank's service tariffs, fees and charges (including any cancellation fees or termination charges) for provision of the Services and any software and System materials provided or licensed by the Bank to the Customer in accordance with the Bank's tariff of charges, in addition to transaction service charges applicable to various transaction types, as advised by the Bank from time to time.
- b. 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.
- c. The Bank is hereby irrevocably authorised 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 shall apply existing mandate facility limit or agreement between the Bank, the Branch and / or any subsidiary of the Bank.

## 5. EXCLUSION OF LIABILITY

- a. The Bank will not be responsible or liable for:
  - I. Any indirect or consequential losses or economic loss or loss of profit or business incurred by the Customer in connection with the Service notwithstanding the Bank's awareness of the possibility or likelihood of the Customer incurring the same.
  - II. Any loss in connection with any unforeseeable acts or omissions or neglect acts on the part of the Bank's service providers, contractors, agents and / or employees. Any losses arising in connection with the Bank acting upon instructions sent by the Customer or by reason of the Bank failing or refusing to so act if, acting in good faith, in its opinion there is or are reasonable ground(s) for such failure or refusal (other than as caused by its gross negligence or willful default).
- b. 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:
  - I. Any industrial action,
  - II. The failure of any of the Customer's facilities, or
  - III. Any other circumstances whatsoever not reasonably within the Bank's control including, without limitation, Force Majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.
- c. 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 the Bank's breach of such laws and regulations.
- d. Any losses suffered by the Customer by reason of:
  - I. 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.
  - II. Any damages or losses arising from unauthorised access to the Service by a third party using the PIN unless the Bank has received prior written notification from the Customer in accordance with these terms and conditions and the Bank's user guides 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.
  - III. The consequences of any misuse of any Channel by the Customer, or any use of any Channel by the Customer not related to the Service.
- e. Whilst the Bank will use all reasonable endeavors to ensure that all financial information available through the Service is accurate when initially made available, the Bank shall not be liable for any loss incurred or damage suffered by the Customer by reason or as a consequence of the Customer using financial information which is not up to date.
- f. Save as otherwise provided in this Agreement, all terms, conditions and warranties implied by law regarding the quality or fitness for purpose or otherwise of the Service or the System materials are excluded where permitted by applicable law.

## 6. INDEMNITY

- a. The Customer shall indemnify and keep the Bank indemnified against:
  - I. Any damages, costs and / or loss suffered by the Bank in respect of any claims against the Bank for recompense for loss caused by (i), (ii) and / or (iii) of sub paragraph MBS.5.d. and
  - II. Any loss which may be incurred by the Bank as a consequence of any breach by the Customer of the terms of this Agreement.
- b. 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.
- c. The Customer shall indemnify and keep indemnified the Bank against the following: -
  - I. 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.
  - II. 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.
  - III. Any unauthorised 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.
  - IV. 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.
- d. If for any reason other than a reason mentioned in sub paragraph MBS.5.b. 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.
- e. Save as provided in sub paragraph MBS.5. the Bank shall not be liable to the Customer for any interference with or unavailability of the Service, howsoever caused.
- f. 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.
- g. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

## 7. INTELLECTUAL PROPERTY RIGHTS

- a. 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.
- b. 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.

## INTERNET BANKING SERVICES (IBS)

### 1. DEFINITIONS AND INTERPRETATION

- a. "IBS" to denote the Internet Banking Services.
- b. "Password" the secret password known only to the Customer or the Customer's Nominated User for access to the System. The Customer or the Customer's nominated user may change the password at will.
- c. "Nominated User / s" the representative or representatives of the Customer authorised by the Customer to hold and change the password and hence to access the system and service on behalf of the Customer.
- d. "Service" such of the internet banking services specified in sub paragraph IBS.5. of this agreement as the Customer may from time to time subscribe to and "services" shall be construed accordingly.
- e. "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 Bank's website, [www.dibkenya.co.ke](http://www.dibkenya.co.ke).
- f. "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, by virtue or subparagraph IBS.4.a. authorised to act.

### 2. THE SERVICES RELATED TO THE CUSTOMERS PROFILE(S)

- a. The Bank will maintain the website, [www.dibkenya.co.ke](http://www.dibkenya.co.ke), (hereinafter referred to as the "site"), to provide the Customer with information about the Bank's 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.
- b. 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).
- c. 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.

### 3. CUSTOMERS FACILITIES AND CUSTOMERS RESPONSIBILITIES

- a. The Customer shall at the Customer's 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 ("the Facilities") necessary for the purpose of accessing the System and the Service.
- b. The Customer shall be responsible for ensuring proper performance of the facilities including any losses or delays that may be caused by the facilities. The Bank shall neither be responsible for any errors or failures caused by any malfunction of the customer facilities, and nor shall the Bank be responsible for any computer virus or related problems that may be associated with the use of the System, the Service and the facilities. The Customer shall be responsible for charges due to the internet provider and the Bank shall not be responsible for losses or delays caused by any such service provider.
- c. The Customer shall obtain all licenses and consents 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 the Service.
- d. The Customer shall always prevent any unauthorised access to or use of the system and service by way of keeping the Customer's ID and Password a secret. The customers shall ensure that their ID and Password do not become known or come into the possession of any unauthorised person.
- e. The Customer shall take all reasonable precautions to detect any unauthorised use of the System and Service. To that end, the Customer shall ensure that all communications from the Bank are examined and checked by and on behalf of the Customer as soon as practicable after receipt by the Customer in such a way that any unauthorised use of and access to the System will be detected.
- f. The Customer shall immediately inform the Bank by telephone with a written confirmation sent the same day if:
  - I. The Customer has reason to believe that any password 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 authorised to know the same and / or has been compromised.
  - II. The Customer has reason to believe that unauthorised use of the Service has or may have occurred or could occur and a transaction may have been fraudulently undertaken or compromised.
- g. The Customer shall not send or attempt to send any request to the Bank through the 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.
- h. The Customer shall at all times follow the security procedures notified by the Bank from time to time or such other procedures as may be applicable to the Service from time to time and specifically those that may be contained on the Bank's website. 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 unauthorised transactions in accounts linked to the Customer's service description with the Bank. In particular, the Customer shall ensure that the Service is not used or requests are not performed by anyone other than a person authorised to do so.

- i. The Customer shall not at any time operate or use the Service in any manner that may be prejudicial to the Bank.
- j. The Customer understands and accepts that the Customer may link a business account or an account requiring multiple signatures to the Customer's profile on the Service only if the Customer has submitted to the Bank an original written standing mandate to the effect that the Bank is authorised to process transactions not exceeding a certain specified amount, and it will be the responsibility of the Customer to ensure that no unauthorised persons have access to these accounts.
- k. The Bank shall be entitled and authorised to debit the Customers' 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.

#### **4. IRREVOCABLE AUTHORITY OF THE BANK**

- a. The Bank is irrevocably authorised 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 authorised 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.
- b. 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.
- c. 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 of 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 not accept or act upon any such request, the Customer shall remain liable thereof.
- 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.

#### **5. INTERNET BANKING SERVICES AND TRANSACTIONS**

The services and transactions allowed shall include but are not limited to the following:

- I. General Customer interaction- news, advice, bank products etc.
- II. Online application for bank products.
- III. Obtaining account information like current balances, account activity and other details.
- IV. Electronic bill payment.
- V. Requests for printed bank statements and cheque books.
- VI. Stop cheque requests.
- VII. Payroll / Bulk file processing and wire transfer of salaries to the employees' bank accounts or mobile wallet.
- VIII. Inquiries on foreign exchange rates.
- IX. Change of password - done by the Customer.
- X. Internal Transfer of funds - between different accounts of the Customer or third party.
- XI. Transfer of funds to external bank accounts of the Customer or third parties.
- XII. Giving instructions to the Bank Accounts of the Customer or third parties.
- XIII. Initiating a number of Bank transactions including Letter of Credit, bank guarantee, facility application and others as the Bank may facilitate online from time to time.
- XIV. Credit card application, credit card statement information and settlement of credit card account online for the Bank's card holders.

#### **6. LIMITS OF INTERNET BANKING TRANSACTIONS**

- a. The Customer may transfer or effect a payment for any amount subject to the provision on sub paragraph IBS.3j. of this agreement, as long as the transaction does not cause the balance in the deposit account to be less than zero unless the Customer has either an overdraft facility for the affected deposit account or a term deposit account pledged with the Bank to cover excesses that may arise in the affected deposit account from time to time in which case the two accounts are linked in the System for that purpose.
- b. If the Customer has an overdraft facility or a term deposit account linked to the payment deposit account, the transfers and / or electronic bill payments using the Service should not exceed the approved overdraft facility or the pledged term deposit amount.

#### **7. RECORDS OF TRANSACTIONS AND CUSTOMER RIGHTS TO THIS INFORMATION.**

- a. All activities performed by the Customer once allowed access into the System will be logged until the Customer ends a session. The Bank shall maintain copies of all requests received from the Customer in electronic form. In addition, any hard copies of documentation prepared by the Bank in the process of effecting a transaction as per the Customer's requests will be maintained. As between the Customer and the Bank, the Bank's copy of records shall be conclusive evidence of the fact of receipt or non receipt of a request and of the contents of such request.
- b. The Customer will be entitled to a monthly statement covering all the service transactions. The Customer will also get a reference number upon successful completion of each transfer or electronic bill payment, except for recurring or standing requests for payments / transfers. A copy of any documentation including the monthly statements provided to the Customer by the Bank which indicates that a transaction was effected through the Service shall be conclusive evidence of such a transaction.

## 8. EXCLUSION OF LIABILITY

Circumstances not within the Bank's control, 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 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, pandemics and failure of any public or private telecommunications system.

## 9. ELECTRONIC BILL PAYMENTS AND TRANSFER OF FUNDS

- a. The Bank will not be liable for any losses or damage suffered by the Customer as a result of delay, failure and / or refusal by the Bank to act on a request in time or at all in the following circumstances (as the case may be):-
  - I. If the Customer does not have sufficient funds in the deposit account.
  - II. If the payment or transfer would overdraw the Customer's overdraft facility limit.
  - III. If the Customer does not authorise a bill payment in good time for the payment to be made and properly credited by the payee (the Customer's counterparty) by the time it is due.
  - IV. If the System or the Customer's facilities were not working properly.
  - V. If circumstances are beyond the Bank's control, including those specified in sub paragraph IBS.8, prevents the Bank from making a payment or transfer.
  - VI. If the money in the Customer's Account is subject to legal process or other encumbrance restricting the payment or transfer.
  - VII. If the Customer does not give proper or complete instructions for the payment or transfer or the Customer does not follow the procedures in this or other applicable agreement with the Bank for requesting payment or transfer.
  - VIII. If the Bank has reason to believe that the Customer or someone else is using the Service for fraudulent or illegal purposes.
  - IX. If a payment or a transfer request would consist of money deposited in a form or by a method that has not yet made the money available for withdrawal.
  - X. If the payment or transfer request is in contradiction with other existing account agreements with the Customer.
- b. If the Bank makes a timely payment or transfer but the payee nevertheless fails to credit the Customer's payment promptly after receipt, the Bank shall not be liable for any loss or damage suffered by the Customer as a result of such failure on the part of the payee.
- c. If for any reason other than a reason mentioned in subparagraph IBS.8, 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.
- d. Save as provided in subparagraph IBS.9.b, the Bank shall not be liable to the Customer for any interference with or unavailability of the Service, howsoever caused.
- e. 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 even where the possibility of such loss or damage is notified the Bank.
- f. All warranties and obligations implied by the law are hereby excluded to the fullest extent permitted by the law.

## 10. INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that the intellectual property rights in the System (and any amendments 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. 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.



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