

Introduction

These General Terms and Conditions (the "Terms and Conditions") apply to the services offered by SBM BANK (KENYA) LIMITED ("the Bank") to its customers, subject to any other agreement made in writing between the Bank and the Customer. In consideration of the Bank offering those services, the Customer agrees to be bound by these Terms and Conditions. The Customer must carefully read, understand and accept these Terms and Conditions as they govern the content and services offered by the Bank to the Customer.

A copy of these Terms and Conditions and other specific terms and conditions in respect to certain of the Bank's accounts, products and services are available to the Customer for collection at any of the Bank's branches or for download on the Website. In addition to these Terms and Conditions, specific terms may also apply to specific accounts, products and services. In the event of conflict, the specific terms and conditions relating to a particular account, product and service will prevail over these Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

DEFINITIONS

- 1.1 In these Terms and Conditions, unless the context otherwise requires:
 - 1.1.1 Account means any type of account held by a Customer with the Bank (including without limitation) any account in relation to any advance, deposit, contract, product, dealing or service established and operated between the Bank and the Customer;
 - 1.1.2 Access Credentials means PINs, Passwords, security questions or other unique numbers, words or figures to access the System.
 - 1.1.3 Application Form means the Bank's form completed by the Customer in respect to the establishment and operation of an Account or the provision of other Services;
 - 1.1.4 ATM means an automated teller machine being an electronic banking outlet that enables the Customers to complete certain transactions without going to a Branch;

- 1.1.5 Authorised Signatory means the Customer and/or any person(s) authorised as specified in writing by the Customer to the Bank to operate the Account, or access the Services, on the Customer's behalf;
- 1.1.6 Authorities means all national and local governments, government departments, supranational bodies, local or public authorities, statutory undertakings, states or agencies;
- 1.1.7 Bank means SBM Bank (Kenya) Limited, a limited liability company incorporated in the Republic of Kenya and licensed as a Bank under the Banking Act, having its registered office at Riverside Mews Building, Riverside Drive, Nairobi, of Post Office Box 34886 -00100 Nairobi and includes all Branches and such subsidiaries of the Bank as may from time to time be specified by the Bank to the Customer;
- 1.1.8 Banking Act means the Banking Act Chapter 488 of the Laws of Kenya and the regulations made thereunder as may be amended from time to time.
- 1.1.9 Banking Day means a day on which banks in Kenya are open for business;
- 1.1.10 Branch means a branch or branches of the Bank which may from time to time be established by the Bank for purposes of providing Services to the Customer;
- 1.1.11 Card means the SBM card issued to the Cardholder to use with the Card Account including any such card issued in replacement thereof or in substitution thereof or in addition thereto, and/or any additional / supplementary card(s), issued to persons nominated and authorised by, the Customer / Cardholder and in whose, name(s) the card(s) will be issued by the Bank on account of the Customer/ Cardholder;
- 1.1.12 Card Account means an account maintained by the Bank in relation to the Cardholder's Card transactions;
- 1.1.13 Card Charges means all

amounts charged and/or levied on a Card Account including but not limited to the issuing fees, annual subscriptions fees and other Card fees, cost bills, liquidated damages, together with interest accrued and accruing;

- 1.1.14 Cardholder means any Customer who uses a Card which is issued by the Bank;
- 1.1.15 Card Transaction includes, but is not limited to, any transaction done on a Card Account with or without the Card, Card number and/or PIN to pay for any goods or services or to withdraw cash or to transact using an Electronic Device;
- 1.1.16 CBK means Central Bank of Kenya;
- 1.1.17 Cheque means the cheque forms issued by the Bank to the Customer and forming part of the Cheque Book;
- 1.1.18 Cheque Book means the serially numbered Cheques bound together and issued by the Bank to the Customer;
- 1.1.19 Customer means the Bank's customer operating an Account with, or obtaining a Service from, the Bank and:
 - 1.1.19.1 shall include any person, firm, partnership or corporate body;
 - 1.1.19.2 where the context permits the term 'Customer' shall include his personal representatives or successors in title (as applicable), heirs and permitted assigns;
 - 1.1.19.3 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;
- 1.1.20 Debt means all moneys, obligations and liabilities whatsoever whether principal, interest or otherwise in Kenya Shillings or in other currency which may be due, owing or incurred by the Customer to the Bank whether present or future, actual or contingent;
- 1.1.21 Deposit has the meaning assigned to it under the Banking Act;
- 1.1.22 Electronic Banking Service means any electronic banking service including the services

- specified in clause 4 of Annexure 1 as the Customer may from time to time subscribe to and “Electronic Banking Services” shall be construed accordingly and shall include channel services and such other internet related services in these Terms and Conditions;
- 1.1.23 Electronic Devices means mobile devices, computer devices, applications or any other digital devices used by the Customer to access the Account, System and/or Services;
- 1.1.24 Mandate means the mode of operation of the Account as specified by the Customer in the Application Form;
- 1.1.25 Mbond Virtual Account means a non-interest transactional account provided by the Bank used solely for mobile bond trading purposes by the client;
- 1.1.26 Mbond Trading means [the trading of bonds through the Mbond Virtual Account];
- 1.1.27 Merchant means a supplier of goods and services and includes an ATM owner;
- 1.1.28 MSP or Mobile Service Provider means a telecommunications service provider licensed under the Kenya Information and Communications Act Number 2 of 1998, and authorized by Central Bank of Kenya to offer payment services;
- 1.1.29 Password means the secret word consisting of letters, special characters and/or numerals or a combination thereof known only to the Customer or the Customer’s Authorized Signatory for the access to the System;
- 1.1.30 PIN means any Personal Identification Number issued to the Customer by the Bank. The Customer will be able to obtain a range of financial information as determined by the Bank related to his relevant Account(s) through the use of PIN and such other means of identification assigned to the Customer in connection with the Account(s) or Service(s);
- 1.1.31 Privacy Policy means the Banks Data Privacy Policy available on the [Website];
- 1.1.32 Request means 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 clause 3.1 authorised to act;
- 1.1.33 Services include any form of banking products and services offered by the Bank to a Customer pursuant to these Terms and Conditions (including Electronic Banking Services) and as the Customer may from time to time subscribe to and “Service” shall be construed accordingly;
- 1.1.34 Security Procedures means the security measures and procedures set out established by the Bank including those 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 the Bank may give concerning security from time to time;
- 1.1.35 SMS means short message service which is an electronic communication done using cell phone or cellular network;
- 1.1.36 System means the electronic banking (including mobile banking) and communications software provided by the Bank to enable the Customer to communicate with the Bank for the purpose of the Electronic Banking Service. The System and Electronic Banking Service will for the purpose of these Terms and Conditions be accessed through the internet via the Website, or via an Electronic Device;
- 1.1.37 Taxes means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereof, wherever imposed, levied, collected or withheld pursuant to any regulation having the force of law; and
- 1.1.38 Website means the Bank’s website, www.smbbank.co.ke
- INTERPRETATION**
- 1.2 Statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 1.3 A “regulation” shall include any present or future regulation, rule, directive, requirement, request or guideline (whether or not having the force of law) of any Authority.
- 1.4 A person includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing.
- 1.5 The words hereof, herein and hereunder and words of similar import refer to these Terms and Conditions as a whole and not to any particular provision of these Terms and Conditions.
- 1.6 The words include, includes, and including mean include, includes and including “without limitation” and “without limitation by specification”.
- 1.7 References to indemnifying any person against any circumstances include indemnifying and keeping that person harmless from all actions, claims and/or proceedings from time to time made against that person and all loss or damage and all payments, costs and expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance.
- 1.8 The headings in these Terms and Conditions are included for convenience only and shall not affect the interpretation or construction of these Terms and Conditions.
- 1.9 References to these Terms and Conditions or any other document shall be construed as references to these Terms and Conditions or that document as in force for the time being and as from time to time amended, supplemented or replaced with these Terms and Conditions of the relevant parties and (where such consent is, by the terms hereof or the relevant document, required to be obtained as a condition to such amendment, supplement or replacement being permitted) the prior written consent of the Bank.
- 1.10 Words in the singular shall include the plural and vice versa and words importing any gender shall include all other genders.

2. ACCEPTANCE OF THESE TERMS AND CONDITIONS

- 2.1 A Customer may accept (and shall be deemed to have read, understood and accepted) these Terms and Conditions by:
 - 2.1.1 electronically clicking on the "Accept/Yes" option available, in relation to these Terms and Conditions, on the Website or, and/or such other online or electronic platform where these Terms and Conditions are published by the Bank;
 - 2.1.2 completing and signing the prescribed Application Form (defined below);
 - 2.1.3 using the Services and/or opening and/or operating an Account; or
 - 2.1.4 denoting its acceptance of these Terms and Conditions through such other acceptance methods prescribed by the Bank and/or the Bank's duly authorized representative.
- 2.2 By accepting these Terms and Conditions, the Customer agrees to comply with and be bound by these Terms and Conditions and affirms that the Terms and Conditions are without prejudice to any other rights that the Bank may have with respect to the matters contemplated in these Terms and Conditions, in law or otherwise.
- 2.3 A Customer may decline these Terms and Conditions or any Service offered by the Bank to the Customer by electronically clicking on the "Decline/No" option available, in relation to these Terms and Conditions on the Website, and/or such other online or electronic platform provided by the Bank.
- 2.4 These Terms and Conditions may be amended by the Lender from time to time in accordance with the terms hereof and the continued use of the Services and/or operation of an Account shall constitute the Borrower's agreement to be bound by the terms of such amendments.

3. CUSTOMER'S INSTRUCTIONS

- 3.1 The Customer requests the Bank to honour and to debit from its Accounts all the Cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn, accepted or made out to it, and carry out any instructions it may give in connection with its Account notwithstanding

that any such debiting or carrying out may cause its 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 to there being an overdraft or any overdraft greater than that agreed, as the case may be.

- 3.2 The Customer shall provide all information and documentation required by the Bank for purposes of effecting the Customer's instructions.

4. AUTHORISED SIGNATORIES

- 4.1 The Customer shall at the time of opening an Account provide the Bank with the specimen signature(s) of each of the person(s) authorized to operate the Customer's Account and or access the Services. The Bank is under no duty to enquire or ascertain into the purpose for which an Authorized Signatory exercises his powers on behalf of or otherwise for the Customer. The Bank accepts no obligation to any person (including any authorized signatory) other than the Customer who is authorized to operate the Account or whose concurrence or signature is necessary for the operation of the Account.
- 4.2 Unless otherwise agreed, the said signatory(ies) shall be entitled to operate the Account fully and to withdraw all or any of the Customer's funds, provide instructions in respect of the Customer's property and/ or securities held by the Bank from time to time and to open any further Account(s) in the Customer's name.
- 4.3 Notwithstanding any authority given to an Authorized Signatory by the Customer, the Customer shall remain liable to the Bank for all loans, overdrafts and monies borrowed or incurred by and all costs charges expenses commissions and other liability whatsoever incurred or suffered by the Authorized Signatory pursuant to or in breach of the Customers agents authority together with all interest thereon and the Customer shall indemnify the

Bank and the Bank's agents or representatives for liabilities incurred (on a full unqualified indemnity basis) in respect of all liability (which liability shall include without limitation to all losses, actions, costs, claims, damages, charges, taxes, legal and other professional fees and expensed (including value added tax in such expenses)) which the Bank may incur suffer as a result of anything done or omitted to be done by the Authorised Signatory pursuant to the authority given to the Authorised Signatory or in breach of that authority.

- 4.4 The Bank may require the Customer to provide a mandate expressing in precise terms the powers given to the Authorized Signatory and the terms and conditions under which the powers are given. The Customer agrees to be bound by the terms of such mandate.

5. BANK'S RIGHT TO SET OFF

- 5.1 The Bank may, without notice, notwithstanding any settlement of Account or other matter whatsoever, combine and/or consolidate all or any of the Customers then existing Accounts and the Accounts of the Customer or of the Customer jointly with others (whether current deposit, savings deposit, fixed or call deposit, foreign currency deposit, loan or of any other nature whatsoever whether subject to notice or not and whether in Kenya shillings or any other currency) whosoever situate and notwithstanding that some other person may also be liable in respect thereof set-off or transfer any sum standing to the credit of anyone or more of such Accounts in towards satisfaction of any Debts and other liabilities of the Customer to the Bank whether such liabilities be present future actual contingent primary collateral several or joint. Where such combination set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing buying rate of exchange of the Bank for purchasing the currency for which the Customer is liable with the existing.

- 5.2 The Bank may, upon notice to the Customer, set off its 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. In such circumstances, upon receipt of an indemnity satisfactory to the Bank against costs and the Customer's expense, the Bank will give the Customer any assistance necessary in obtaining a refund.
- 5.3 The Bank is hereby irrevocably authorized by the Customer in the Customer's name and at the Customer's expense to perform such acts and sign such documents as may be required to give effect to any set-off or transfer herein. The foregoing provisions shall be in addition to and without prejudice to such rights of set-off, combination, consolidation, lien and other rights whatsoever conferred on the Bank by law.
- 6. **LIEN**
- 6.1 When the Customer is indebted to the Bank, the Bank shall have 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 or otherwise secured to secure repayment of any money whether or not that money has been repaid; and also all property over which by the general law the Bank has a lien.
- 6.2 Where the Customer is indebted in circumstances giving the Bank a right to set off, all cash, goods, securities or valuables as set out in sub-clause 6.1 hereof are held as securities of the Debt.
- 6.3 The Bank may at any time give the Customer notice in writing that if an accrued Debt is not paid within a specified period after receipt of the Customer of the notice then the Bank may without any further notice realize sufficient of the Customer's assets to discharge the Debt.
- 6.4 If the Debt is not discharged within the time allowed, the Bank may realize sufficient of the Customer's assets to discharge the Debt, and the Customer irrevocably appoints the Bank as his attorney for the purpose of conducting the sale, giving title to the assets sold and all other necessary matters. Any sum remaining after such transaction will be held for the Customer subject to these Terms and Conditions.
- 6.5 The Bank is under no obligation in respect of any sale under sub clause 6.4 other than for good faith.
- 6.6 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. The Bank accepts no liability for any loss caused by exchange fluctuations.
- 6.7 Deposits for a given period of time may be off set against Debts notwithstanding that the period of the Deposits has not expired.
- 7. **SIMULTANEOUS ORDERS 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 honour the orders in whatever manner it sees fit within the limit of the funds available.
- 8. **BANK CHARGES, INTEREST, COMMISSION, LEGAL CHARGES & OTHER EXPENSES**
- 8.1 The Bank is entitled to be paid by or receive from the Customer and may debit any of the Customer's Accounts for:
 - 8.1.1 Unless otherwise agreed in writing, interest on overdrawn Accounts, loan Accounts or any other facility granted by the Bank, at the rate set out in any facility letter, letter of commitment, loan agreement, letter of variation or other agreement exchanged with the Bank or any other rate from time to time agreed with the Bank not exceeding that prescribed by law, and in the absence of such agreement at such rate or rates as the Bank may, in its reasonable discretion, from time to time determine, which rate may be different for different Accounts. The Bank will notify the Customer within reasonable time prior to effecting any change(s) as regards interest rates. Such interest is payable notwithstanding the determination of the Customer's relationship with the Bank and until the repayment of the full amount owed the Bank in full. Where a higher rate of interest has been agreed between the Bank and the Customer in any security given by the Customer to the Bank, the Bank may apply the higher rate.
 - 8.1.2 Advocate charges incurred by the Bank on behalf of the Customer or incurred in obtaining legal advice in connection with the Customer's dealings with the Bank or incurred by the Bank in the course of the recovery (including but not limited to all debt collections, auction, arbitration, and any other such proceedings) of all or any other Customer's indebtedness to the Bank.
 - 8.1.3 Fees, commissions and other charges at such rate or rates and at such time or times, as the Bank shall decide, with full power to charge different rates for different Accounts or Services.
 - 8.1.4 In addition to the foregoing, all other proper expenses and the charges of the Bank which include but are not limited to ledger fees, statement printing, disbursements for Cheque Books, postage cables and telexes, telephone calls, faxes courier mail charges, taxes and duties, impositions and the expenses incurred in complying with the Customer's Requests or incurred in the ordinary course of the Customer's dealings with the Bank.
- 8.2 The notification of the charges, costs and applicable interest payable by the customer in relation to any Account and/or Services including those set out in this clause shall be indicated in the [•] which shall be available to the Customer at all times through the Branches or other communication channels.

9. **ACCOUNTING PERIODS AND STATEMENTS OF ACCOUNTS**
- 9.1 Accounting periods are made up at the Bank's sole discretion at the end of each monthly, quarterly, half yearly, or yearly period.
- 9.2 Statements of account will be issued by the Bank periodically on such times as the Bank shall determine or as mutually agreed with the Customer provided that the Bank shall be entitled to charge for statements requested for more regularly than the normal practice of the Bank. The statements will contain balance changes, payments, withdrawals, disbursements and costs and any other relevant information with respect to the Accounts. The Bank will issue the statements in documentary form including through phone, SMS, e-mail, internet or other means that the Bank may determine.
- 9.3 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 fourteen (14) 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 on the basis of loss of mandate, forged or inadequate signature of endorsement of cheques, forged alteration thereof or otherwise.
- 9.4 If however, the Customer has any query about any transaction on their Account statement, they should notify the Bank immediately using the instructions outlined below:
- 9.4.1 If the Customer is enquiring by mail or email, they should send the Bank a copy of the statement of account in question, as well as details of the nature of enquiry.
- 9.4.2 Whenever possible, the Customer should direct the inquiry to the specific area or department responsible for the transaction.
10. **DELAY BY CUSTOMER IN LODGING COMPLAINTS**
The Bank is not responsible for any matters unless the Customer has made a complaint to the Bank as soon as is reasonably possible after receipt by it of the notification of the matter. Where the notification from the Bank is expected but not received, the complaint must be made within a reasonable time after non receipt.
11. **ERRORS OF TRANSMISSIONS AND INADEQUATE EXECUTION OF ORDERS**
All payment orders undertaken by the Bank for the Account of the Customers shall be at the Customers own expense. Neither the Bank nor any of its agents, correspondents or employees shall be liable for any mutilation, interruption, error, transmission omission or delay occurring in any transaction medium (including without limitation to cables airlines courier services telex email and facsimile systems however occurring.
12. **PAYMENT BY THIRD PARTIES**
The Bank may credit the Customer with amounts paid by third parties but shall not be obligated to do so where any information required in connection with such payments is not availed or where doing so may result in breach of any legal requirements binding upon the Bank.
13. **DEPOSIT OF CHEQUES**
13.1 Proceeds of Cheques or other instruments deposited are not available for withdrawal until collected by the Bank. All cheques or other orders for payment of whatsoever nature are accepted for deposit or collection at the risk of the Customer.
13.2 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 an exchange fluctuation where relevant) in respect of that Cheque or order, together with interest since the date of crediting if the Account is thereby overdrawn.
13.3 Notwithstanding the provisions herein, the Bank shall be entitled to recover from the Customer by debiting the Customer's Account any money credited to the Customer in error and the Customer shall be liable to refund any shortfall forthwith to the Bank together with applicable interest upon demand.
14. **REPAYMENT OF OVERDRAWN ACCOUNT**
The Bank is entitled on demand to the repayment with interest of any Account that is overdrawn.
15. **CHEQUE BOOKS**
15.1 The Bank may issue Cheque Books and the Customer agrees to look after and use any Cheque Book and any Cheque form with utmost care and to ensure that:
15.1.1 all uncompleted Cheque forms are kept in safe custody at all times.
15.1.2 the Bank is informed immediately upon discovery by the Customer that any Cheque book or any Cheque form has been stolen lost or mislaid;
15.1.3 any person preparing a Cheque is authorized to do so;
15.1.4 any Cheque is prepared and signed in ink or other eligible writing material;
15.1.5 the amount of any Cheque is written as near as possible to the left side of the form to prevent any unauthorized addition of letters or figures;
15.1.6 the amount of any alteration is signed by an Authorized Signatory;
15.1.7 no uncompleted Cheque is given to any stranger or other person when the Customer does not have reasonable grounds believing him to be trustworthy.
15.2 The Customer shall ensure that where possible any completed cheques are crossed with two distinct lines in order to make the Cheque negotiable only through the Bank.
15.3 Upon closure of any Account the Customer will return to the Bank any remaining uncompleted or unused Cheque forms relating to the Account.
15.4 The Bank may only accept instructions to stop payment of Cheques if the Bank receives the instructions from the Customer prior to the Bank making payments in accordance with the Cheque. The Bank shall

- not be liable for payment of Cheques prior to receipt of cancellation instructions from the Customer.
- 15.5 The Bank shall not be liable in any way to the Customer for having honored, even negligently, any Cheque the signature or the content of which has been forged or any payment instruction from the Customer or his Authorized Signatory, which instruction was given fraudulently if:
- 15.5.1 the Customer has facilitated such forgery either by failure to comply with any of the conditions contained in this clause or by negligence in any other way;
- 15.5.2 there has been a previous forgery of any Cheque of the Customer; or
- 15.5.3 the forgery has been perpetrated by an employee, servant, agent, contractor, Authorized Signatory or persons known to the Customer.
- 15.6 The collection of Cheques shall be done by the Account holder and the Customer shall execute an acknowledgement of the Cheque.
- 15.7 The Bank has the absolute discretion to refuse payment of any Cheque not drawn on the Bank's Cheque form and/or in the manner required by the Bank.
- 16. DRAWING OF CASH**
- 16.1 The Bank will pay cash to the Customer where the Cheque is signed in the presence of the Bank's teller by an Authorized Signatory or by Authorized Signatories.
- 16.2 Where a cash Cheque is presented not by a Customer or by a third party, the Bank will require confirmation by telephone from the Customer or from a representative of the Customer known to the Bank before it makes payment.
- 16.3 Where cash Cheques are presented by employees or other known agent of the Customer the following steps will be taken:
- 16.3.1 the employees or agent will be identified beforehand in a manner acceptable to the Bank;
- 16.3.2 a limit of such drawings will be agreed in writing with the Bank, and until such a limit is agreed, no drawings will be
- 16.4 Where the Customer requests the payments be made under clause 16.3, the Customer will indemnify the Bank in respect of all payments made to such employee or known agent whether or not the money was received by the Customer and whether or not the order for payment presented was in fact the order of the Customer.
- 16.5 Where either employee or agent is not known to the Bank, or if the Cheque exceeds the agreed limit, the provisions of paragraph 16.2 shall apply.
- 16.6 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 non-payment or to exercise possible rights of recourse. If, by virtue of bills of exchange, Cheques or other instruments drawn on foreign countries, recourse has been exercised against the Bank within the prescribed time in these countries, the loss or damage eventually resulting therefrom will be borne by the holder of the Account who remitted the instruments to the Bank.
- 16.7 The Bank is not liable for any loss or damages suffered by any party if any dishonored bill is not noted and protested. The Bank will nevertheless endeavor to cause dishonored bills to be noted and/or protested provided that it receives instructions to do so within reasonable time.
- 17. VALIDITY OF DOCUMENTS**
- 17.1 The Bank is not responsible for the authenticity, validity, regularity, or value of documents including but not limited to bills of lading, delivery orders, consignment documents, receipts, warrants and insurance policies.
- 17.2 The Bank is not liable for funds returned or not applied to the Customer's Account as a result of an error or omission in the instructions given to the Bank in regard to the said funds.
- 17.3 Any correction or amendments
- to the instructions or documents shall be at the cost of the Customer.
- 18. BORROWING FROM THE BANK**
- 18.1 The Account holder may borrow money from the Bank by way of overdraft or otherwise upon such terms as may be agreed with the Bank. The Bank will be entitled to debit all such Accounts interest, commission and other banking charges (including legal charges) incurred in connection with any borrowings. Nothing herein constitutes approval of overdraft facility or other facilities. Any such facilities must be applied separately in each case. It is accepted that the provision of any overdraft facility or other accommodation may be granted or refused at the sole discretion of the Bank. Their continuance or withdrawal at any time is also at the Bank's sole discretion.
- 18.2 The Bank may make credit reference agency searches or other inquiries when the customer asks for any borrowing products. The Customer hereby authorizes the Bank to share information with the credit reference bureaus provided that such information will be used for a credit facility only.
- 19. FREEZING OF ACCOUNTS**
- 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 well founded reason 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. The Bank in its sole discretion may at any time, refuse to accept any instructions and may suspend all transactions in regard to the Account, if and for so long as:
- there is any dispute between you and us; or
 - we have any reason to suspect that a fraud has been or is likely to be committed; or
 - your Account is being or

is likely to be operated by you for any illegal and/or unlawful transaction; or

- we have any doubt for any reason that either you are not the person entitled to operate the Account or that there is any dispute in respect of the Mandate; or
- we are under a legal obligation to do so.

20. FINANCIAL CRIME, INTERNATIONAL SANCTIONS, AND PROHIBITED BUSINESS ACTIVITY

As a member of the SBM Group we operate controls, and safeguards relating to international sanctions, the detection and prevention of financial crime, and prohibited business activity both within and outside Kenya which may delay or prevent us from providing our products and services to you, or require us to terminate the relationship (subject to any restrictions imposed by law) with appropriate notice to you, where required.

Further, the Customer shall provide the Bank with all such information and documents as the Bank may require in terms of establishing the identity of the Ultimate Beneficial Owners to the account or supporting transactions pursuant to any anti-money laundering laws and regulations issued by the Central Bank of Kenya or any other regulatory body whether in Kenya or elsewhere.

21. JOINT ACCOUNTS

21.1 In the event of two or more Customers holding a joint Account, the following provisions apply:

21.1.1 where a joint Account is operated by a Mandate designated as 'Either', each Customer to the joint Account is authorised to operate the joint Account individually and it shall be deemed that the instructions given by one Customer to the joint Account regarding the joint Account are authorised by the other Customer(s) to the joint Account;

21.1.2 where a joint Account is operated on a Mandate designated as 'Jointly', each Customer to the joint Account

is only authorised to operate the joint Account together with all other Customers to the joint Account (or as specified in the Mandate). The Bank shall not be held liable for refusing to act or for any delay in accepting the instructions which are not issued by all Customers to the joint Account; and

21.1.3 if any Customer to the joint Account gives instructions that conflict or appear to conflict with instructions given by another Customer(s) to the joint Account the Bank may refuse to act on any such instructions until the conflict is resolved to the Bank's satisfaction; and each Customer to the joint Account shall be jointly and severally liable to repay any Debt in respect of the joint Account.

21.2 The holders of a joint Account authorize the Bank to pay or deliver, or to the order of, the survivors or survivor or the executors or administrators of such survivor any moneys standing to the credit of joint Account.

21.3 All liability on a joint Account is joint and several.

21.4 Any mandate intimation, notice, request or letter varying the original instruction regarding the operation on the Account, issue of mandate for or annulling the stop payment of cheques, debit to the joint Accounts etc., affecting the operations on the joint Account will be acted upon by the Bank only if these are signed by minimum number of such people who are authorized to operate on the joint Account. This applies with equal force to authenticating material alteration(s) in the cheque(s) or other mandate(s) instructing the Bank to debit such Accounts.

22. PARTNERSHIP OR CORPORATE ACCOUNTS

In the event of the Customer being a partnership/company, the following additional provisions apply:

22.1 The partners/directors or equivalent officers of the Customer authorize the Bank to carry out instructions countermanding payment of Cheques, bills of exchange, promissory notes or other orders for payment when such

instructions are given by any person who is authorized to sign the Mandate whether or not that person has signed the original payment instruction.

22.2 The partners /directors or equivalent officers of the Customer authorize the Bank to make advances with or without security by way of overdraft, loan or any other manner on the request of partners/directors for the time being made in accordance with the mandate, and to discount bills or promissory notes on the request of the partners/directors or equivalent officers for the time being made in accordance with the mandate.

22.3 The partners/directors or equivalent officers of the Customer authorize the Bank to accept by way of pledge or deposit as security or for safe custody anything belonging to the Customer on the instructions on the partners/directors or equivalent officers for the time being made in accordance with the Mandate, and to deliver upon the said instructions anything as accepted or held on account of the company/partnership.

22.4 With respect to partnerships (other than Limited Liability Partnerships) all liability of the partners to the Bank is joint and several.

22.5 Upon any change in the constitution of the partnership (other than Limited Liability Partnerships), the partners will sign a new Mandate.

22.6 A Mandate remains in force and may be acted upon by the Bank until it has either been revoked in writing by all or any of the signatories or until it has been replaced by a new Mandate and such revocation or new Mandate has reached the Bank and not until that event has happened, the Bank may act according to the original Mandate.

23. ACCOUNTS IN FOREIGN CURRENCY

Subject to all laws and Governmental regulations, where an Account is in foreign currency any demand on the Bank for payment from such Account is properly met by the Bank issuing a draft or effecting a transfer or making

payment in any other manner in foreign currency at the discretion of the Bank.

24. ELECTRONIC BANKING

The Bank may provide certain Electronic Banking Services in accordance with provisions set out in Annexure 1.

25. CARDS

25.1 The Bank may provide the Customer with a Card. The issuance of and the use of the Card shall be in accordance with provisions set out in Annexure 2.

25.2 To the extent applicable, and subject to any other terms and conditions provided by the Bank with respect to credit cards, the provisions of Annexure 2 will apply to credit cards.

26. CUSTOMER INFORMATION AND CONFIDENTIALITY

26.1 The Customer undertakes to maintain strict confidentiality of its identity details, and Access Credentials and any other information and materials of any nature supplied to it by the Bank in relation to the Services. The Customer agrees to notify its agents, employees and/or sub-contractors of the provisions of this paragraph and to impose this confidentiality requirement on its agents, employees and/or sub-contractors entering into separate agreements, if necessary, and the Customer shall be fully liable to the Bank for any breach of the provisions of this paragraph by itself, its employees, agents and/or sub-contractors.

26.2 The Customer agrees to the use of its information by the Bank in the conduct of its business which shall include:

26.2.1 determining whether to enter into a business relationship with the Customer under these Terms and Conditions or otherwise;

26.2.2 processing the Customer's application(s) for Services;

26.2.3 administering and/or managing the Customer's relationship and/or dealings with the Bank;

26.2.4 reasonable commercial purposes connected to the transaction contemplated under these Terms and Conditions including sending the Customer marketing,

advertising and promotional information about other products and/or services that the Bank, its affiliates, business partners and related entities may be offering, and which Bank is of the view that may be of interest or benefit to the Customer;

26.2.5 business activities including quality control, training and ensuring the efficient carrying on of the transactions contemplated under these Terms and Conditions; and

26.2.6 any other activities as may be set out in the Privacy Policy.

26.3 The Customer hereby expressly authorizes the Bank to disclose Customer's personal particulars, accounts, transactions, or dealings with the Bank at any time under the following grounds:

26.3.1 where such disclosure is necessary in order for the Bank to act on a Request or an instruction;

26.3.2 in order to comply with any law regulation or court order;

26.3.3 where such disclosure is to the Bank's agents, sub-contractors, auditors, attorneys and other professional service providers to the extent required in the normal course of their duties;

26.3.4 where such disclosure is to a licensed credit reference agency the services of whom the Bank may be subscribed to;

26.3.5 if it involves a claim by or against the Bank in respect of an sums deposited or drawn against the Customer's Account;

26.3.6 where such disclosure is to any actual or potential participant(s) in, or assignee, or transferee of, any of the Bank's rights and/or obligations in relation to the Customer;

26.3.7 its investors, third party service providers, dealers, agents, or other persons that may be or become the Bank's affiliate (including their legal advisers and other advisers) for reasonable commercial purposes related to the transactions contemplated hereunder or such other purposes as the Lender may reasonably deem necessary;

26.3.8 to any court or arbitration tribunal in connection with any legal proceedings or audit; or

26.3.9 if the Customer authorizes the disclosure.

26.4 The Bank may from time to time release (without notifying the Customer) any information relating to any of the Customer's Accounts to any statutory authority, including the Kenya Revenue Authority, which has the legal power to demand for such information.

26.5 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 Customer's 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.

26.6 The Customer hereby expressly authorises the Bank to disclose at any time and for any purpose, any information whatsoever relating to the Customers personal particulars, Accounts, transactions, or dealings with the Bank, to the head office or any other Branches, subsidiaries, or associated or affiliated corporations or entities of the Bank wherever located, any government or regulatory agencies or authorities in Kenya or elsewhere, any agents or contractors which have entered into an agreement to perform any service(s) for the Bank's benefit, and any other person(s) whatsoever where the disclosure is required by law or otherwise to whom the Bank deems fit to make such disclosure.

26.7 The Customer agrees to provide to the Bank information that the Bank would require from the Customer under law or regulation, or any other appropriate information the Bank reasonably request from time to time.

26.8 The Bank may disclose information about the Customer and the Account if the Bank thinks it will help

avoid or recover any loss to the Customer or the Bank resulting from the loss, theft, misuse or unauthorized use of the Card or other Service.

27. DATA PROTECTION AND PRIVACY

27.1 The Bank acknowledges the importance of protecting the privacy of all information provided by the Customer and shall comply with the provisions of the applicable laws in relation to personal data and privacy, including those relating to the security and protecting the integrity of any personal data held by the Bank about the Customer.

27.2 The Customer consents to the Bank processing of the Customer's personal data in accordance with the terms of the Privacy Policy (available [You can insert a hyperlink to the Privacy Policy]). For information about how we collect, use and process your information, please refer to our Privacy Policy.

28.1 All notices, statements, letters and other communication 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.

28.2 Any written communication from the Bank to the Customer including but not limited to any notice 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 then four days after posting if sent to a Kenyan address and five days after posting if sent to an address outside Kenya; and in proving such a dispatch by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed out into the post office.

28.3 The Customer has no claims on the Bank for damage resulting from losses, delays, misunderstanding, mutilations, duplications or any other irregularities due to transmission of any communication whether to

or from the Customer, the Bank or any other means of communication.

29. FAX / E MAIL INDEMNITY

29.1 The Bank is authorized to act on instructions sent by the Customer in relation to the Customer's Accounts or other Services by fax or email or any other electronic means acceptable to the Bank unless otherwise stated by the Customer. The Customer hereby expressly authorizes the Bank to send statements and/or advice in relation to the Customer Accounts to the contact address provided by the Customer by way of e mail or fax or any other electronic means acceptable to the Bank.

29.2 All documents or information regarding the Customer Account or transaction with the Bank shall be binding if they are in form of SMS or data message or accessible in a form which they may be read, stored and retrieved whether electronically or as a computer print-out for subsequent reference.

29.3 In consideration of the Bank so doing, the Customer hereby releases, indemnifies and holds the Bank harmless from and against all actions, suits, proceedings, costs (including legal costs), claims, demands, charges, expenses, losses and/or liabilities arising there from provided the Bank has not been negligent, has acted in good faith and in accordance with the Customer's instructions. The Bank has no obligation, duty or liability to the Customer on contract, tort or whatsoever for breach of statutory duty or otherwise in respect of statements or balances advised via e-statements.

30. 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.

31. INDEMNITY

31.1 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 for the provision of Services in accordance with these Terms and Conditions. The indemnity shall also cover the following with respect to the Services:

31.1.1 all demands, claims, actions, losses and damages of whatever nature that 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;

31.1.2 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;

31.1.3 any loss or damage that the Bank may suffer as a consequence of acting on instructions issued by the Customer or purporting to be from the Customer received by the Bank via telephone, facsimile, email, untested telexes, telegraph, cable or any other electronic means or through any other electronic channels whether currently

- existing or to be implemented in the future, provided the Bank has acted in good faith;
- 31.1.4 any loss or damage that the Bank may suffer, where in the Bank's sole and absolute discretion and without notice to the Customer, refuses to act or delays in acting on any instructions or communications where the Bank may reasonably deem appropriate, including without limitation, where there is suspected fraud or other illegality;
- 31.1.5 any authorized 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;
- 31.1.6 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 these Terms and Conditions; and
- 31.1.7 any damages and costs payable to the Bank in respect of any claims against the Bank for recompense for loss caused under 30.1.1, 30.1.2 and/or 30.1.3 of above where the particular circumstance is within the customer's control.
- 32. EXCLUSION OF LIABILITY**
- 32.1 The Bank shall not be responsible or liable for:
- 32.1.1 the Customer's failure to give proper or complete instructions in its Requests; or
- 32.1.2 any fraudulent or illegal use of the Account, Services or System;
- 32.1.3 the Customer's failure to comply with these Terms and Conditions and any document or information provided by the Bank concerning the use of the System and/or the Services
- 32.1.4 any indirect or consequential losses or economic loss or loss of profit or business incurred by the Customer in connection with the Services notwithstanding the Bank's awareness of the possibility or likelihood of the Customer incurring the same;
- 32.1.5 any loss in connection with any unforeseeable acts or omissions or negligent acts on the part of the Bank's service providers, contractors, agents or employees;
- 32.1.6 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 the Bank's opinion, there is or are reasonable ground(s) for such failure or refusal (other than as caused by the Bank's gross negligence or willful default);
- 32.1.7 any loss suffered by the Customer should the Service be interfered with or be unavailable by reason of (a) any industrial action, (b) the failure of any of the Electronic Devices, or (c) 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;
- 32.1.8 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;
- 32.1.9 any losses suffered by the Customer by reason of:
- 32.1.9.1.1 the shut-down or delay in the availability of the Mobile Service Provider (MSP);
- 32.1.9.1.2 any viruses, Trojan horses, worms, logic software, other bombs or other similar programs or routines (including hacking) affecting any Website, Service or System;
- 32.1.9.1.3 incomplete messaging; or
- 32.1.9.1.4 failure, malfunction, interruption or unavailability of the System, the Electronic Devices, or any mobile network, or internet services or telecommunications system;
- 32.1.10 any damages or losses arising from unauthorized access to any Service by a third party using the Customer's Access Credentials unless the Bank has received prior notification from the Customer in accordance with the user guides and/or the relevant Service that no further access to the relevant Service shall be granted to any person using such Customer's Access Credentials with effect either from receipt of such notification or such later date as may be specified in such notification; or
- 32.1.11 the consequences of any misuse of the System by the Customer, or any use of the System by the Customer not related to any of the Services. For the avoidance of doubt, any other limitation of liability contained in any shall be in addition to and shall not derogate from the above.
- 32.2 Whilst the Bank will use all reasonable endeavours to ensure that all financial information available through the Services 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 in consequence of the Customer using financial information which is not up to date.
- 32.3 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 Services or the System materials are excluded to the fullest extent permitted by applicable law.
- 32.4 Without prejudice to clause 31.1 above, the Bank's maximum aggregate liability to the Customer for any claim arising from or in connection with any Service is limited to the aggregate amount of fees or other service charges paid by the Customer for the relevant Service in the three months preceding such claim.
- 32.5 To be valid, any claim that which the Customer has against the Bank under the Agreement or otherwise in connection with any Service or any ancillary service must be notified to the Bank within thirty (30) days after the Customer has become aware of or should

have become aware of the facts on which it is based.

33. VARIATION AND TERMINATION OF RELATIONSHIP

33.1 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.

33.2 The Bank may at any time freeze any Account of the Customer or suspend the provision of Services to the Customer after receiving instructions to do so from any appropriate Authority or 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.

33.3 If a Customer terminates this agreement, the Bank may continue to make transfer of funds and other transactions that the Customer would have previously authorized until such time as the Bank will have had a reasonable opportunity to act on the Customer's notice of termination.

33.4 The Bank shall at its own discretion declare an Account to be dormant. An Account will be deemed dormant if not operational for a period of 6 months. The Bank shall have the sole discretion to reactivate the Account at the request of the Customer.

33.5 In case the Customer intends to close an account, the Customer shall be required to give the bank sufficient notice to close the Account.

33.6 Upon the termination of this agreement, the funds in that Account shall be paid to the Customer or his/her legal representative in such manner as the Bank may deem fit unless there exists grounds

or reasons for not paying the funds to the Customer. Where the Customer cannot be traced, the funds shall be dealt with as may be prescribed by the Unclaimed Financial Assets Act Number 40 of 2011 or any other applicable written law.

34. APPLICATION TO ALL ACCOUNTS

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

35. AMENDMENTS

The Bank may at any time, upon notice to the Customer, vary or amend these Terms and Conditions. Any such variation or amendment may be published in posters or pamphlets displayed or available at the Website, the Branches or means determined by the Bank and such variations or amendments shall take effect immediately upon publication and shall be binding on the Customer as if they were contained in these Terms and Conditions.

36. GENERAL PROVISIONS

36.1 The Customer shall not assign any benefit or any rights arising hereunder without the prior written consent on confirmation from the Bank.

36.2 The Bank shall have a full and unfettered right to assign any of its rights under these Terms and Conditions or transfer all its rights or obligations by novation.

36.3 These Terms and Conditions shall continue to bind the Customer notwithstanding any amalgamation or merger that may be effected by the Bank with any other company and notwithstanding any reconstruction by the Bank involving the formation of and transfer of the whole or any part of the undertaking and assets of the Bank to a new company and notwithstanding the sale or transfer of the whole or any part of the undertaking and assets of the Bank to another company (whether the company with which the Bank amalgamates or merges

or the company to which the Bank transfers the whole or any part of its undertaking and assets shall or shall not differ in its name, objects, character or constitution) it being the intent that these Terms and Conditions remain valid and effectual in all respects and for all purposes in favour of the Bank and with reference to and that the benefit of all of the Banks rights under this Terms and Conditions may be assigned to and enforced by any such company and proceeded on in the same manner to all intents and purposes as if such company had been named in these Terms and Conditions instead of and/or in addition to the Bank.

36.4 The Bank shall be entitled to impart any information concerning the Customer to any such assignee or successor or any proposed assignee or other successor.

36.5 No waiver by the Bank of any breach by the Customer of any of the terms and conditions hereof 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.

36.6 The Customer acknowledges: 36.6.1 that it has not relied any representation, warranty, promises, statement or opinion or other inducement made or given by or on behalf of or purportedly by or on behalf of the Bank in deciding to;

36.6.2 and that no person has or has authority on behalf of the Bank whether before, on or after the subscription to make or give any such representation, warranty, promise, statement or opinion or other inducement to the Customer or to enter into any collateral or side agreement of any kind with the Customer in connection with the Services.

36.7 These Terms and Conditions supersede all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof.

36.8 If any provision of these Terms and Conditions is or becomes illegal, invalid

or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of these Terms and Conditions.

37. GOVERNING LAW

- 37.1 These Terms and conditions shall be governed by and shall be construed according to the Laws of Kenya.
- 37.2 In addition to the Laws of Kenya, this Agreement, other Laws and regulations (as amended from time to time) affecting the Customer's Accounts and/or Services shall apply including but not limited to any other applicable international laws or laws of other jurisdictions to enable the Bank to comply with its obligations pertaining to its operations.
- 37.3 The Customer hereby submits to the non-exclusive jurisdiction of the Courts of Kenya and the Bank shall be at liberty to enforce a judgment anywhere in any jurisdiction where the Customer carries on business or has property situate.

ANNEXURE 1

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC BANKING SERVICES

1. THE SYSTEM

- 1.1 The Bank shall maintain the System for purposes of providing the Customer with the Electronic Banking Services. If the Customer wishes to subscribe for an Electronic Banking Service, they will be required to read these Terms and Conditions and their subsequent use of the Service shall constitute their agreement to all such Terms and Conditions. The Customer shall subscribe for specific services and/or transaction types and its profile shall be customized to allow performance of the Electronic Banking Services subscribed for.
- 1.2 Once the Bank has formally approved the Customer and the Customer has been accepted as an authorised user of the Electronic Banking Service, the Customer shall provide to the System a unique Access Credentials known only to the Customer, and only then shall

the Customer be accorded the use of the Electronic Banking Service. The Access Credentials will form a unique link to each specific Customer's profile(s). Further services and profiles may be added from time to time by the Bank and the Bank reserves the right, upon notice to the Customer, to modify, replace or withdraw any Electronic Banking Service and/or profile at any time, for any reason whatsoever.

1.3

2. CUSTOMER'S RESPONSIBILITIES

- 2.1 The Customer shall at its own expense provide and maintain in safe and efficient operating order the Electronic Devices including such hardware, software and other facilities (including access to any public telecommunications systems), and any communications network necessary for the purpose of accessing the System and the Electronic Banking Services.
- 2.2 The Customer shall be solely responsible for ensuring proper performance of the Electronic Device. The Bank shall neither be responsible for any errors or failures caused by any malfunction of the Customer's Electronic Device, nor shall the Bank be responsible for any virus or related problems that may be associated with the use of the System / Electronic Device and/or the Electronic Banking Service.
- 2.3 The Customer shall be responsible for charges due to any service provider providing the Customer with connection to the internet and the Bank shall not be responsible for losses or delays caused by any such service provider.
- 2.4 The Customer shall abide by all applicable laws and regulations necessary to have access to and use of the System and shall ensure that all persons it allows to have access to the System shall comply with all laws and regulations applicable to the use of the System and follow all instructions, procedures and terms contained in this Agreement and any document provided by the Bank concerning the use of the System and Electronic Banking Service.

- 2.5 The Customer shall take all necessary precautions to prevent any unauthorized access to or use of the Electronic Device /System and Electronic Banking Service by way of keeping their Access Credentials a secret at all times. The Customers shall ensure that the Access Credentials does not become known or come into the possession of any unauthorized person.
- 2.6 The Customer shall take all reasonable precautions to detect any unauthorized use of the Electronic Device /System and Electronic Banking Service. To that end, the Customer shall ensure that all communications from the Bank are examined and checked by or on behalf of the Customer as soon as practicable after receipt by the Customer in such a way that any unauthorized use of and access to the Electronic Device/ System will be detected.
- 2.7 The Customer shall immediately inform the Bank by telephone with a written confirmation sent the same day or as soon as is reasonably practical, in the event that:
 - 2.7.1 the Customer has reason to believe that the Access Credentials used by the Customer to gain access to the Electronic Banking 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; and/or
 - 2.7.2 the Customer has reason to believe that unauthorised use of the Electronic Banking Service has or may have occurred or could occur and a transaction may have been fraudulently inputted or compromised.
- 2.8 The Customer shall not send or attempt to send any Request to the Bank through their Electronic Device/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.
- 2.9 The Customer shall at all times follow the security procedures notified to the Customer by the Bank from time to time or such other procedures as may be applicable to the Service from

2.10		
2.11	3.2	
2.12		
3. INSTRUCTIONS ON ELECTRONIC BANKING SERVICE		
3.1	3.3	3.5 3.5.1 3.5.2 3.5.3 3.6
4. SCOPE OF ELECTRONIC BANKING SERVICES		
4.1		
4.1.1		
4.1.2		
4.1.3		

- 4.1.4 airtime Top-up to any mobile network;
- 4.1.5 insurance payments;
- 4.1.6 mobile money transfer services;
- 4.1.7 stop Cheque requests;
- 4.1.8 inquiries on foreign exchange rates and interest rates;
- 4.1.9 change of mobile banking Access Credentials;
- 4.1.10 internal transfer of funds between different Accounts held by the Customer and third parties;
- 4.1.11 transfer of funds to external bank Accounts of the Customer or third parties;
- 4.1.12 SMS notifications on credit or debit transactions as advised by Customer;
- 4.1.13 Cheque deposit functionality; and
- 4.1.14 MBond Trading.
- 4.2 The Customer may transfer or effect a payment for any amount under an Electronic Banking Service in accordance with these Terms and Conditions, 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.
- 4.3 If the Customer has an overdraft facility linked to the payment deposit Account, the transfers and/or electronic bill payments using the Electronic Banking Service should not exceed the approved overdraft facility amount.
- 4.4 The mobile money services shall be governed by these Terms and Conditions and shall include all enabling and supporting agreements to the provision of the mobile money service with the MSP which the Customer will be privy to at all times.
- 4.5 A Customer may transact any volume or value as regards bond trading through their Mbond Wallet subject to the availability of the required security.

fees and expenses incurred in connection with the Customer's use of the Electronic Banking Services in accordance with clause 8 of these Terms and Conditions and to the MSP or any other service provider in accordance with terms of the MSP or such service provider.

ANNEXURE 2

CARDS

The terms and conditions set out in this section as varied from time to time constitute the agreement between the Cardholder and the Bank with respect to the issue and use of the Card. By accepting and/or using the Card, the Cardholder unconditionally accepts these Terms and Conditions.

1. APPLICATION FOR THE CARD

- 1.1 The Customer shall apply to them Bank for a Card in the manner that may be prescribed by the Bank from time to time. Any application for a Card is subject to our normal credit approval process and criteria.
- 1.2 The Bank may decline your application at the Bank's discretion and shall inform the Customer of such decline and the reason for the decline.

2. USE OF THE CARD

- 2.1 Only the Customer shall use their Card.
- 2.2 The Cardholder may use the Card in conjunction with the PIN to withdraw money from automated teller machines (ATMs) which accepts the Card. The amount of money so withdrawn will be debited to the Card Account.
- 2.3 The Cardholder may use the Card in conjunction with the PIN to pay for goods and services by using a card operated machine at retailers or suppliers world-wide who offer this facility. The Bank will debit the Card Account the amount of any transactions authorized in this way.
- 2.4 The Cardholder may use the Card at any Bank which accepts the Card to withdraw money or make payment by signing a voucher, the amount of which will be debited to the Card Account
- 2.5 By using the Card to implement a transaction, the Customer shall irrevocably authorize the Bank to pay Merchants and to Charge the amount claimed to

the relevant Card Account.

- 2.6 The Card Account has an account withdrawal limit which the Customer shall not exceed. The Customer shall remain liable for all amounts withdrawn including those in excess of the withdrawal limit. The Bank reserves the right to limit the amount of funds that may be used for effecting any transaction through the use of the Card per day or over a specified period. The Customer acknowledges that ATMs or Merchant establishments may have maximum limits on amounts spent and the velocity of transactions. These limitations vary for every ATM and/or Merchant.
- 2.7 In the event of an Account being overdrawn, the Bank reserves the right to set off overdrawn amounts against any credit lying in any of the Cardholder's other Accounts without giving any notice. Nothing in these Terms and Conditions shall affect the Bank's right to set-off, transfer and apply monies at law or pursuant to any other agreement from time to time subsisting between the Bank and the Cardholder.
- 2.8 Where the Customer uses the Card to access and transact over the System, the rules of the System will in addition to these Terms and Conditions, apply to the transaction.
- 2.9 The Bank will not be under any obligation to reverse or chargeback any payment should the Customer have a dispute with the Merchant. The Customer shall sort out any such disputes with the Merchant. The Customer shall not return for cash refund any goods or tickets obtained with the use of the Card.
- 2.10 The Bank shall not credit the Card Account with a refund in respect of a card transaction unless the Bank receives a refund voucher or other refund verification acceptable to the Bank.
- 2.11 The Cardholder will be responsible for all facilities granted by the Bank and for all related charges and shall act in good faith in relation to all dealings with the Card and the Bank.
- 2.12 The Customer shall not use the Card for illegal transactions and shall ensure that the

- Card is not used for any illegal/ unlawful purposes including the purchase of goods and services prohibited by the laws of Kenya, or in any contravention of any rule of law in force, nor as an aid towards any such contravention.
- 2.13 The Customer will be solely liable for all unauthorized acts and transactions implemented through the Card.
- 3. THE CARD**
- 3.1 The Card belongs to the Bank and the Bank or any authorized officer, servant, employee, associate or agent of the Bank may retain the Card, require the Cardholder to return the Card or suspend the use of the Card at any time in its absolute discretion on reasonable grounds and the Bank shall not be liable for any loss suffered by the Cardholder as a result thereof.
- 3.2 The Card is only valid for the period shown on it and must not be used outside that period or if the Bank has required by notice in writing to the Cardholder that it be returned to the Bank. When the period of validity of a Card expires it must be returned to the Bank and destroyed by cutting it in half.
- 3.3 The Bank shall not pay interest on the Card Account.
- 3.4 The Cardholder must take all reasonable precautions to prevent unauthorized use of the Card, including, not allowing anyone else to use the Card.
- 3.5 If the Card is lost or stolen the Cardholder shall immediately notify the Bank by telephoning the number(s) from time to time notified to the Cardholder and the Cardholder must, in addition, immediately notify relevant law enforcement agencies. The Cardholder must confirm the loss of the Card by notice in writing to the Bank within seven days of having notified the Bank by telephone. Until and unless such notice is received, the Bank is authorized and shall remain authorized to debit the relevant Card Account for transactions made using the Card. The Customer shall be liable to the Bank for all losses or claims to the Bank arising from any Card transactions
- 3.6 The Cardholder must cooperate with any officers, employees or agents of the Bank and/or law enforcement agencies in any efforts to recover the Card if it is lost or stolen.
- 3.7 If the Card is found after the Bank has been given notice of its loss or theft the Cardholder must not use it again. The Card must be cut in half and returned to the Bank.
- 3.8 If the Cardholder loses or changes his/her Card, the Bank may at its discretion issue a replacement Card as the Cardholder may require.
- 3.9 The Bank shall automatically re-issue the Card upon expiry thereof and inform the Customer to collect the new Card from the Cardholder's respective branch within one month of such notification. The Bank shall be at its discretion to destroy such Card(s) that is not collected as aforesaid.
- 4. PAYMENT/RELOAD OF THE CARD**
- 4.1 Upon exhaustion of the amounts on the Card, the Card can be reloaded through any method that has been approved by the Bank including by completing the requisite form and depositing funds in any Branch or any authorized and approved agent, subject to the compliance of all applicable laws, rules and regulations in force from time to time.
- 4.2 The funds shall be reloaded in the same currency in which the Card was originally issued. Amount of reload shall be in strict accordance to the limits specified by the applicable laws, rules and regulations in force from time to time.
- 4.3 In case the Cardholder wants to reload his/her Card, SBM Bank reserves the right to:
- 4.3.1 limit the amount of funds that can be reloaded onto the Card;
- 4.3.2 limit the number of times the funds can be reloaded; and
- 4.3.3 decline a reload transaction at its sole discretion.
- 5. CARD CHARGES**
- 5.1 In addition to the amount of all Card transactions, certain charges will be debited to the Account as provided for herein.
- 5.2 The Bank shall charge Card issuance fee to each new Card issued and a replacement fee for lost/ expired cards to Cardholder as the Bank may prescribe from time to time. The Card issuance/ replacement fees will be debited to the Card Account on application/renewal. The fees are not refundable.
- 5.3 There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the Customer's Account.
- 5.4 In the case of transactions entered into by the Customer through the Card, the equivalent in the currency in which the Customer's Account is held, along with processing charges, conversion charges, fees if any and other service charges for such transactions shall be debited to the Customer's Account held at the Bank. The Customer authorizes the Bank to recover all charges related to the Card as determined by the Bank from time to time by debiting the Customer's Account(s).
- 5.5 The Bank accepts no responsibility for any surcharge levied by any merchant establishment and debited to the Account linked with the Card with the transactions amount. Any charge or other payment requisition received from a merchant establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the merchant establishment for the amount and by the Customer using the Card referred to in that charge or other requisition, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Customer.
- 5.6 Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Customers responsibility and if imposed upon the Bank (either directly or indirectly), the Bank shall debit such charges, duty or tax against the Card Account. In addition, operators of shared networks may impose an additional charge for each use of their ATM or other device, and any such charge along with

- other applicable fees/charges will be deducted from the Customer's Account.
- 5.7 Where the Account does not have sufficient funds to deduct such fees, the Bank reserves the right to deny any further Card transactions. In case of Accounts classified as overdrawn Accounts, the Customer shall be required to rectify the Account balance position immediately. In every such situation where the Account becomes overdrawn, a flat charge could be levied in addition to the interest to be charged on the debit balance in the Account. This charge will be determined by the Bank from time to time. In the event of an Account being overdrawn due to Card transactions, the Bank reserves the right to setoff this amount against any credit amount in any of the Customers other Accounts without giving any notice.
- 5.8 The Bank reserves the right to deduct from the Customer's Account a reasonable service charge and any expenses it incurs, including without limitation reasonable legal fees, due to legal action involving the Card.
- 5.9 The Bank may, at its discretion levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation the Bank may levy service and other charges for use of the Card, which will be notified to the Customer from time to time.
- 5.10 The Cardholder confirms in particular to have considered all charges and fees levied by the Bank and found them to be fair, reasonable and necessary to enable the Bank to continue affording the Card facility to him/her and shall not dispute any claim by the Bank against him/her (or against the main Card Account holder in case of a body corporate) on grounds that the charges and/or fees charged by the Bank are unfair or unreasonable under any circumstance
- 6. GENERAL CARD USAGE GUIDELINES**
- 6.1 The Cardholder confirms that he will use the Cards only for permissible transactions, in accordance with any foreign exchange control restrictions, and other applicable local laws, regulations and directives as amended from time to time.
- 6.2 The Cardholder shall ensure adherence to all foreign exchange control restrictions and requirements as stipulated by the CBK from time to time. Usage of the Card outside Kenya will be made strictly in accordance with the foreign exchange laws and regulations of Kenya and the foreign country the Card is used in. The Cardholder shall be solely and completely liable and responsible for any non-compliance with those laws, regulations and/or notifications. The onus of ensuring compliance with the aforementioned provisions rests solely with the Cardholder. The Cardholder accepts full responsibility for wrongful use and use in contravention of these laws, rules and regulations and undertakes to indemnify the Bank to make good any loss, damage, interest, conversion, any other financial charges that the Bank may incur and/or suffer on account thereof.
- 6.3 The Bank shall not in any way be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Cardholder from merchant establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder. The Card is purely a facility to the Cardholder to purchase goods and/or avail of services, the Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Cardholder with the merchant establishment. The existence of the claim or dispute shall not relieve the Cardholder of his/her obligation to pay all the Charges due to the Bank and the Cardholder agrees to pay promptly such charges. The Cardholder shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be advised from time to time
- 7. EXCLUSION FROM LIABILITY**
- 7.1 In consideration of the Bank providing the Customer with the use of a Card, the Customer hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Customer with the Card or by reason of the Bank's acting in good faith and taking or refusing to take or omitting to take action on the Customers instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Customer, breach or noncompliance of the rules/terms and conditions relating to the Card and the Card Account and/or fraud or dishonesty relating to any transactions by the Cardholder or his employee or agents. The Cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the Customer not complying with any foreign exchange control regulations or any other statutory instrument.
- 7.2 Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Customer in respect of any loss or damage arising directly or indirectly out of:
- 7.2.1 any defect in quality of goods or services supplied;
 - 7.2.2 the refusal of any person to honor to accept a Card;
 - 7.2.3 the malfunction of any computer terminal, any machine, data processing system, transmission link;
 - 7.2.4 effecting transactions instructions other than by a customer;
 - 7.2.5 the exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender is made and/or procured by the Bank or by any person or computer terminal
 - 7.2.6 the exercise by the Bank of its

right to terminate any use of a Card;

7.2.7 any injury to the credit, character and reputation of the Customer alleged to have been caused by the re-possession of the Card and/or, any request for its return or the refusal of any merchant establishment to honor or accept the Card;

7.2.8 any misstatement, misrepresentation, error or omission in any details disclosed by the Bank except as otherwise required by law. If the Bank receives any process, summons, order, injunction, execution distraint, levy lien, information or notice which the Bank in good faith believes/calls into question the customer's ability, or the ability of someone purporting to be authorized by the Customer, to transact on the Card, the Bank may, at its option and without liability to the Customer or such other person, decline to allow the Customer to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law; and

7.2.9 any statement made by any person requesting the return of the Card on behalf of the Bank or any act performed by any person in conjunction with the Bank in relation to the Card.

7.3 In the event a demand or claim for settlement of outstanding dues from the Customer is made, either by the Bank or any person acting on behalf of the Bank, the Customer agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner.

8. CARD TERMINATION

8.1 The Customer may discontinue/terminate the use of the Card anytime by a written notice to the Bank accompanied by the return of the Card cut into two pieces through the magnetic strip.

8.2 The Bank may at any time, upon notice to the Customer, as the circumstances in the Bank's absolute discretion require, terminate the Card.

The Cardholder must not use or attempt to use the Card after any notification of its cancellation or withdrawal has been given.

8.3 The Cardholder shall be liable for all charges incurred, up to the receipt of the written notice duly acknowledged by the Bank or the Bank terminates the use of the Card.

8.4 The provisions comprised in these Terms and Conditions, shall be deemed to remain in full force and effect if and in so far as any transactions is completed but not debited to the Account prior to termination thereof.

8.5 Termination of the use of the Card shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

**DATA PROCESSING CONSENT
PART A: IMPORTANT INFORMATION**

**1. What data does the Bank collect?
the Bank collects the following data:**

a) Your identity information, including your name, photograph, marital Status, nationality, occupation, residence, address, location, phone number, identity document type and number, date of birth, age, gender, your email, Facebook and twitter address.

b) Name, family details, age, profiling information such as level of education, bank account status, income brackets, etc. collected as part of surveys conducted by us and our agents on behalf of SBM.

c) Name of your employer, terms of employment and if on contract, expiry of the contract.

d) Relevant information as required by regulatory Know Your Client and/or Anti Money Laundering regulations and as part of our client intake procedures. This may possibly include evidence of source of funds, at the outset of and possibly from time to time throughout our relationship with clients, which we may request and/or obtain from third party sources. The

e) sources for such verification may include documentation, which we request from you or through the use of online or public sources or both.

f) Your estimated monthly income levels.

g) Your signature specimen.

h) Your credit or debit-card information, information about your bank account numbers and or other banking information.

i) Your transaction information when you use our electronic and digital platforms, branches, our agents and/or merchants.

j) Your preferences for particular products and services, based on information provided by you or from your use of our network or third party products and services.

k) Your contact with us, such as when you: call us or interact with us through social media, email (we may record your conversations, social media or other interactions with us), register your biometric information such as your voice, fingerprints etc, visit our branches.

l) We use Closed Circuit Television (CCTV) surveillance recordings. CCTV Devices are installed at strategic locations to provide a safe and secure environment in all our branches, SBM premises and ATMs as a part of our commitment to security and crime prevention.

m) We maintain a register of visitors in which we collect and keep your personal data such as names, company/institution details, telephone number, vehicle registration details, National ID number and device serial number and model (where you visit our premises with your personal devices e.g laptops). This information is collected for health, safety and security purposes.

n) If you are a student, your college or university and graduation date.

o) We collect and retain your personal data (name, telephone number, and vehicle registration details) when you request for a parking space in any of our SBM premises. We use the data you provide to ensure effective car park

- management, health and safety compliance, for security purposes and inventory management.
- o) When you use SBM WIFI for guest and visitors, we collect email IDs and will provide user name and password. We record the device address and also log traffic information in the form of sites visited, duration and date sent/received.
- p) Information you provide to us for the purposes of attending meetings and events.
- q) We may use your medical information to manage our services and products to you e.g. when you use our services designed for persons with disabilities such as our braille watch for the visually impaired.
- r) Where you use our voice recognition platform (IVR Service) or fingerprint recognition we may collect and process your biometrics.
- s) We collect your personal information when you visit us for purposes of accident and incident reporting. SBM will collect personal data from the injured party or person suffering from ill health, such as, Name, Address, Age, next of kin, details of the incident to include any relevant medical history. The data is collected as SBM has a legal duty to document workplace incidents/accidents and to report certain types of accidents, injuries and dangerous occurrences arising out of its work activity to the relevant enforcing authority. Incidents and accidents will be investigated to establish what lessons can be learned to prevent such incidents/accidents reoccurring including introduction of additional safeguards, procedures, information instruction and training, or any combination of these. Monitoring is undertaken but on an anonymized basis. The information is also retained in the event of any claims for damages.
- t) When you visit our website, we collect your ID-type information: cookie ID, mobile ID, IP address which is used for real-time processing in order to generate a visitor ID.
- u) Information that you provide to us and/or Correspondent banks as part of the provision of Services to you, which depends on the nature of your engagement.
- v) We may collect details of a minor which include name, date of birth, birth certificate number, relationship with the applicant and any other information relevant for the provision of our products and services. We will only process such data where parental or legal guardian consent has been given. We will also ensure that the processing of such data will be done in a manner that protects and advances the rights and best interests of the child.
- l) When you engage our affiliate companies for investment and capital raising needs.
NOTE: This list of how we collect your data is not exhaustive. In some cases, we may also receive your data indirectly from the following sources:
- 2.2 To the extent that you access the Website, we will collect your Data automatically, for example:
- a) we automatically collect some information about your visit to the Website. This information helps us to make improvements to Website content and navigation, and includes your IP address, the date, times and frequency with which you access the Website and the way you use and interact with its content.
- b) we will collect your Data automatically via cookies, in line with the cookie settings on your browser.
- 3. How will we use your data?**
- 3.1 the Bank uses the data we collect in the following ways: Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Website or receiving our extensive service. Specifically, Data may be used by us for the following reasons:
- a) internal record keeping;
- b) For executing your instructions to SBM agents and merchants;
- c) Communicate with and keep you informed about the products and/or services you have applied for;
- d) Managing our risks;
- e) Where you have applied for employment at SBM, we perform applicant screening and background checks;
- f) Where you are an SBM employee (including contractors), we create an employment record of you on our system to facilitate continuous monitoring during your employment with us;
- g) Where you are a supplier to SBM we process your personal
- 2. How does the Bank collect your data?**
- 2.1 You directly provide the Bank with most of the data we collect. We collect and process data when you:
- a) When you contact us through the Website, telephone, post, e-mail or through any other means, that is through our electronic and digital platforms;
- b) When you register with us and set up an account to receive our products/services;
- c) When you use any of our product and/or service online, on a mobile or other device or in any of our branches or with any of our agents or merchants;
- d) When you subscribe to SBM or third-party premium rates services, Short Message Service (SMS), email or social media platforms;
- e) When you visit, access any of SBM buildings/ premises;
- f) Where you have applied for employment at SBM;
- g) When you ask SBM for more information about a product or service or contact SBM with a query or complaint;
- h) When you respond to or participate in a survey, marketing promotion, prize competition or special offer;
- i) Where you have been identified as a next of kin by our customer or employee;
- j) We may also collect your information from other organizations including credit-reference bureaus, fraud prevention agencies, government agencies and business directories;
- k) When we require personal information from you in

	information for due diligence, risk assessment, administrative and payment purposes;		you contact us to ask us for more details about a particular product/service, and we are marketing similar products/services). Under "soft opt-in" consent, we will take your consent as given unless you opt-out.		
h)	Verification of age and consent where the personal data relates to a child (Where personal data relates to a child, we will process the personal data only where parental or legal guardian consent has been given. The processing of such data will be done in a manner that protects and advances the rights and best interests of the child);	II)	for other types of e-marketing, we are required to obtain your explicit consent; that is, you need to take positive and affirmative action when consenting by, for example, checking a tick box that we'll provide.	4.	How do we store your data?
i)	Identifying, Investigating and reporting suspicious transactions;	III)	if you are not satisfied about our approach to marketing, you have the right to withdraw consent at any time. To find out how to withdraw your consent, see the section headed "Your rights" below.	4.1	the Bank securely stores your data in Kenya. We will only transfer Information outside the Kenyan area where it is compliant with data protection legislation and the means of transfer provides adequate safeguards in relation to your data, for example by way of data transfer agreement, incorporating the current standard contractual clauses.
j)	Responding to any queries and concerns as raised by you;			4.2	To ensure that your Information receives an adequate level of protection, we have put in place appropriate safeguards and procedures with the third parties we share your Information with. This ensures your Information is treated by those third parties in a way that is consistent with the Data Protection Laws.
k)	transmission by email of marketing materials that may be of interest to you;	x)	We may use your information to show you SBM Bank (Kenya) Ltd adverts. If you do not want us to use your information to show you SBM adverts and other content on other websites, please turn off the relevant cookies on your browser.		
l)	Keeping you informed generally about new products and services and contacting you with offers or promotions based on how you use our or third-party products and services unless you opt out of receiving such marketing messages (you may contact SBM at any time to opt out of receiving marketing messages).	3.2	As part of our service we shall share your data with the following entities:	4.3	How long we hold your personal information will vary. The retention period will be determined by various criteria including:
m)	managing our professional relationship with you;	3.2.1	If you agree, our affiliated companies so that they may offer you their products and services;		a) The purpose for which we are using it – we will need to keep the data for as long as it is necessary for that purpose; and
n)	Assessing loan eligibility;	3.2.2	Any required regulatory body;		b) Legal obligations – laws, regulation administrative or operational requirements may set a minimum period for which we have to keep your personal information.
o)	To comply with any legal, governmental, or regulatory requirement or for use by our lawyers in connection with any legal proceedings;	3.2.3	Credit Reference Bureaus;	4.4	Data which is not retained is securely destroyed when it is identified if it is no longer needed for the purposes for which it was collected.
p)	Carrying out credit checks and credit scoring;	3.2.4	Any other entity where we are required to share the information by law or to comply with a court order;		
q)	Administer our online/website platforms;	3.2.5	our employees - to process application of facilities;	5.	Marketing
r)	Provide aggregated data (which do not contain any information which may identify you as an individual) to third parties for research and scientific purpose;	3.2.6	Correspondent Banks;	5.1	If you agree, the Bank would like to send you information about our products and services that we think you might like, as well as those of our partner companies.
s)	fulfilling and/or delivering our products and services	3.2.7	publicly available and/or restricted government databases to verify your identity information in order to comply with regulatory requirements;	5.2	If you have agreed to receive marketing, you may always opt out at a later date.
t)	for market research purposes;	3.2.8	Fraud prevention and Anti money laundering agencies, credit reference agencies;		
u)	For security purposes when accessing any of SBM buildings/premises;	3.2.9	debt-collection agencies or other debt-recovery organizations;	6.	What are your data protection rights?
v)	for business related purposes.	3.2.10	Survey agencies that conduct surveys on behalf of SBM;		The Bank would like to make sure you are fully aware of all of your data protection rights under Kenyan law. You are entitled to the following:
w)	For the delivery of direct marketing to you via e-mail, we'll need your consent, whether via an opt-in or soft-opt-in:	3.2.11	External Auditors; and/or	6.1	The right to access – You have the right to request the Bank
I)	soft opt-in consent is a specific type of consent which applies when you have previously engaged with us (for example,	3.2.12	Third parties, who provide services on our behalf.		

- for copies of your personal data. We may charge you a reasonable fee for this service.
- 6.2 The right to rectification – You have the right to request that the Bank correct any information you believe is inaccurate. You also have the right to request the Bank to complete the information you believe is incomplete.
- 6.3 The right to erasure – You have the right to request that the Bank erase your personal data, under certain conditions.
- 6.4 The right to restrict processing – You have the right to request that the Bank restrict the processing of your personal data, under certain conditions.
- 6.5 The right to object to processing – You have the right to object to the Bank’s processing of your personal data, under certain conditions.
- 6.6 The right to data portability – You have the right to request that the Bank transfer the data that we have collected to another person, or directly to you, under certain conditions. We may charge you a reasonable fee for this service.