



# General Terms and Conditions



more than banking

Access Bank (Kenya) PLC is regulated by the Central Bank of Kenya.



# TERMS AND CONDITIONS

## 1. Introduction

1.1 This agreement is a service agreement, which applies to communications (defined below).

1.2 The customer will provide to Access Bank Kenya Plc all documents and other information reasonably required by it connection with this agreement.

## 2. Authority

2.1 Access Bank Kenya Plc, relies on the authority of each person designated (in a form acceptable to Access Bank Kenya Plc) by the customer to end communications or do any other thing until Access Bank Kenya Plc has received written notice or other notice acceptable to it of any change from a duly authorized person and Access Bank Kenya Plc has had a reasonable time to act (after which time it may rely on the change).

## 3. Communications

3.1 Each of the Customer and Access Bank Kenya Plc will comply with certain agreed security procedures (the "procedures"), designed to verify the origination of communications between them such as enquiries, advices and instructions (each a "communication")

3.2 Access Bank Kenya Plc is not obliged to do anything other than what is contained in the procedures to establish the authority or identify of the person sending a communication. Access Bank Kenya Plc is not responsible for errors or omissions made by the customer or the duplication of any communication by the customer and may act on any communication by reference to an account number only, even if an account name is not provided. Access Bank Kenya Plc may act on a communication if it reasonably believes it contains sufficient information

3.3 Access Bank Kenya Plc may decide not to act on a communication where it reasonably doubts its contents, authorization, origination or compliance with the procedures and will promptly notify the customer (by telephone if appropriate) of its decision.

3.4 If the customer informs Access Bank Kenya Plc that he/she wishes to recall, cancel or amend a communication, Access Bank Kenya Plc will use its reasonable efforts to comply.

3.5 If Access Bank Kenya Plc acts on any communication sent by any means requiring manual intervention (such as telephone, telex, electronic mail or disk sent by messenger) then, if Access Bank PLC complies with the procedures, the customers will be responsible for any loss Access Bank Kenya Plc may incur connection with that communication

## 4. Statements

4.1 The customer will notify Access Bank Kenya Plc in writing of anything incorrect in a statement promptly and in any case within thirty (30) days from the date on which the statement or advice is sent to the customer.

## 5. Performance

5.1 Access Bank Kenya Plc will act in a good faith and with reasonable care, as determined in accordance with the standards and practices of the banking industry, and may use any communications, clearing or payment system, intermediary bank or other entity (each a "system") it reasonably selects; Access Bank Kenya Plc 's performance is subject to the rules and regulations at any time of any system

5.2 Neither the customer nor Access Bank Kenya Plc shall have any liability or any indirect, incidental or consequential loss or damages (including loss or profit), even if advised of the possibility of such loss or damages.

5.3 Neither the customer nor Access Bank Kenya Plc will be responsible for any failure to perform any of its obligations under this agreement if such performance would result in being in breach of any law, regulation or other requirement of any governmental or other authority in accordance with which it is required to act or if its performance is prevented, hindered or delayed by a force Majeure Event; in such case its obligation shall be suspended for so long as the Majeure Event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility of transferability, requisitions, involuntary transfers, unavailability of any system, sabotage, fire, flood, explosions, acts of God, civil commotion, strikes

or industrial action of any kind, riots, insurrection, war acts of government.

## 6. Customer Information

6.1 Access Bank Kenya Plc will treat information relating to the customer as confidential, but (unless consent is prohibited by law) the customer consents to the transfer and disclosure by Access Bank Kenya Plc of any information relating to the customer to and between the branches, subsidiaries, representatives offices, affiliates and agents of Access Bank Kenya Plc and third parties selected by any of them, wherever situated, for confidential use (including in connection with the provision of any service or product and for data [processing, statistical and risk analysis purposes]). Access Bank Kenya Plc and any branch, subsidiary, representative office, affiliates agent or third party may transfer and disclose any such information as required by any law, court, regulator or legal process.

## 7. Termination

7.1 The customer or Access Bank Kenya Plc may terminate this agreement on reasonable notice (taking into account any communications and any service or product affected).

## 8. General

8.1 Neither the customer nor Access Bank Kenya Plc may assign or transfer any of its right or obligations under this agreement without the other's written consent, which will not be unreasonably withheld or delayed, provided that Access Bank Kenya Plc may take such an assignment or transfer to a branch, subsidiary or affiliate if it does not materially affect the provision of services to the customer.

8.2 If any provision of this agreement is or becomes illegal, invalid or unenforceable under any applicable law, the remaining provision of this agreement will remain in full force and effect (as will that provision under any other law).

8.3 No failure or delay of the customer or Access Bank Kenya Plc in exercising any right or remedy under this agreement will constitute a waiver of that right. Any waiver of any right will be limited to the specific instance.

8.4 The customer and Access Bank Kenya Plc consent to the telephonic or electronic monitoring or recording for security and quality of service purposes and agree that either may produce telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with this agreement

8.5 Written notice shall be effective if delivered to the party's address specified below (or at any other address it may provide by written notice for this purpose). Notices shall be English unless otherwise agreed.

## 9. Disclosure of information

9.1 If a fraudulent activity is associated with the operation of your account, you agree that we have the right to apply restrictions to your account and report to appropriate law enforcement agencies'. **CAUTION: ACCESS BANK KENYA PLC SHALL NOT BE LEGALLY OR OTHERWISE RESPONSIBLE WHERE A CUSTOMER'S USERNAME AND PASSWORD KNOWN ONLY TO THE CUSTOMER IS ACCURATELY PROVIDED BY ANY OTHER PERSON APART FROM THE CUSTOMER FOR ANY TRANSACTIONS AS ACCESS BANK KENYA PLC MAY ACT ON SUCH COMMUNICATION WHERE IT REASONABLY CONTAINS SUFFICIENT INFORMATION BELIEVED TO HAVE EMANATED FROM THE CUSTOMER. CONSENT TO DISCLOSE MY/OUR CREDIT INFORMATION TO CREDIT REFERENCE AGENCIES**

Access Bank (Kenya) PLC is a member of a Credit Reference Bureau (CRB) licensed by the Central Bank of Kenya (CBK) to create, organize and manage database for the exchange and sharing of information to credit status and history of individuals and businesses. This information shall be used for business purposes approved by the CBK and any relevant statute. As a member of CRB, the Bank is under obligation to disclose to CRB credit information and any other "personal information" disclosed to it in the course of banker-customer relationship with it. By submitting information to the Bank (whether or not you proceed with your transaction):

1. You agree that the Bank may collect, use and disclose such information to CRB and that the credit bureau may use the information for any approved business purposes as may from time to time be prescribed by the CBK and/ or any relevant statute;

2. You understand that information held about you by the CRB may already be linked to records relation to one or more of your partners. You may be treated as financially linked and your application will be assessed with reference to any 'associated' records. In addition, for any joint application made by you with any other person(s), new 'financial association' may be created at the CRB which will link our financial records;
3. You hereby warrant that you are entitled to disclose information about, any co-applicant or guarantor and/ or anyone else referred to by you, and to authorize us to search and/or record such guarantor or other person. You understand that an "association" will be created at the CRB, which will link your financial records. You hereby agree to indemnify and hold the Bank harmless against all claims costs, fees, expenses, damages and liabilities against the Bank relating to, or arising as a result of, the disclosure of information about such co-applicant or guarantor or other person or any use of such information by CRB in compliance with the provisions of any CBK guideline and/or relevant statute;
4. You hereby release and discharge the Bank from its obligations under the Banker's duty of secrecy and forswear your right to any claim, damages, loss etc on account of such disclosure to CRB or use by the CRB.



**access**

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