



# General Terms and Conditions



more than banking

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

# TERMS AND CONDITIONS

I/WE (the Customer) HEREBY REQUEST AND AUTHORISE YOU TO

1. Open an account in my/our name and at any time subsequently open further accounts as I/We may direct.
2. Honour all orders which may be drawn on the said account provided such orders are signed by me/us and to debit such order to the said account whether such account be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit without prejudice to your right to refuse to allow any overdraft or increase of overdraft and in consideration, I/We agree
  - a) To assume full responsibility for the genuineness, correctness and validity of endorsements appearing on all cheques, orders, bills, notes, negotiable instruments, receipts and/or other documents deposited in my/our account.
  - b) To be responsible for the repayment of any overdraft with interest and to comply and be bound by the Bank's rules for the conduct of a Savings Account receipt of which I/We hereby acknowledge.
  - c) To free the Bank from any responsibility for any loss or damage to funds deposited with the Bank due to any future government order, law, levy, tax, embargo and/or all other causes beyond the Bank's control.
  - d) That all funds standing to my/our credit are payable on demand only in such local currency as may be in circulation.
  - e) To be bound by any notification of change in conditions governing the account directed to my/our last known address and any notice or letter sent to my/our last known address shall be considered as duly delivered and received by me/us at the time it will be delivered in the ordinary course of post.
  - f) And I/We note that the Bank will accept no liability whatsoever for funds handed to members of staff outside the Bank's premises.
  - g) That any disagreements with entries on my/our Bank Statements will be made by me/us within 15 days of the dispatch of the Bank Statement. Failing receipt by the Bank of a notice of disagreement of entries within 15 days from the date of dispatch of my/our Bank Statement as rendered is correct.
  - h) The Customer hereby agrees that the Customer shall, at his/its own expense, indemnify, defend and hold harmless ACCESS BANK KENYA from and against any and all liability any other loss that may occur, arising from or relating to the operation or use of the Account or the Services or breach, non-performance or inadequate performance by the Customer of any of these Terms or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.
  - i) Under no circumstances shall ACCESS BANK KENYA be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.
  - j) ACCESS BANK KENYA shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.
  - k) The Customer shall keep ACCESS BANK KENYA indemnified at all times against, and save ACCESS BANK KENYA harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgement) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by ACCESS BANK KENYA in resolving any dispute relating to the Customer's Account with ACCESS Bank or in enforcing ACCESS BANK KENYA's rights under or in connection with these Terms and conditions contained herein, or which may have arisen either directly or indirectly out of or in connection with ACCESS BANK KENYA performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.
  - l) If any sum due and payable by the Customer is not paid on the due date, including without limita-

- tion any moneys claimed under this Paragraph, the Customer shall be liable to pay interest (both after as well as before any judgement) on such unpaid sum at such rate or rates as ACCESS BANK KENYA may from time to time stipulate from the date payment is due up to the date of payment.
- m) The Customer shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her Account with ACCESS Bank and shall indemnify and keep indemnified ACCESS BANK KENYA from all actions, proceedings claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by ACCESS BANK KENYA in connection with any failure to comply with any such applicable laws/regulations.
  - n) The indemnities as aforesaid shall continue notwithstanding the termination of the Account.
  - o) That any sum standing to the debit of the current account shall bear interest charges at the rate fixed by the Bank from time to time. The Bank is authorized to debit from the account the usual banking charges, interest, commissions and any service charge set by the Management from time to time.
  - p) I/We also agree that in addition to any general lien or similar right to which you as bankers may be entitled bylaw you may at any time without notice to me/us combine or consolidate all or any of my/our accounts without any liabilities to you and off or nsfer any sum or sums standing to the credit of anyone or more of such accounts or any other credits, be it cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging tome/us with you in or towards satisfaction of any of my/our liabilities to you or any other account or in any other respect whether such liabilities be actual or contingents, primary or collateral and joint or several.
  - q) I/We shall be solely responsible for the safe-keeping and the confidentiality of the statements of account, balance confirmation certificate, cheque books, Debit card and its PIN, user id and passwords relating to internet banking and such other items relevant or pertaining to the Account.
  - r). I/we pledge that we shall not issue any cheque or instruction or instrument on our account without first ensuring that our account with the Bank is sufficiently funded to accommodate such payments. Consequently, we hereby authorize the Bank to report to the Central Bank of Kenya (CBK) and/or any other regulator, details of any transaction or incident of returned cheque or instrument on our accounts due to insufficient funds for further investigation and prosecution.
  - s). Disclosure of information  
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.

#### ADDITIONAL TERMS AND CONDITIONS FOR DUAL CITIZENSHIP HOLDERS AND/OR DUAL RESIDENCE HOLDERS

- a. I/we hereby irrevocably and unconditionally request and authorize the Bank to disclose my/our account details, transaction and confidential information on my/our account to the United States
- b. Internal Revenue Service or European Union or any other entity or regulator whether international or local as may be requested from time to time without further recourse to me/us.
- c. I/we hereby irrevocably and unconditionally authorize the Bank to comply without further recourse to me/us with such instructions and directive as may be issued by the United States Revenue Service or European Union or any other regulator having authority over the country or jurisdiction where I/we reside or are nationalized. Such directives includes without limitation deducting any sum on my/our account or withholding any payment on my/our account or made on my/our behalf and freezing my/our account without any need for any order of court.
- d. Consequently, I/we hereby irrevocably and unconditionally indemnifies and hold the Bank, its officers, directors, employees and agents harmless against all claims, costs, liabilities, actions, demands, damages, losses or expenses which they may suffer as a result of compliance with any such regulation or law or requirements as stated above.

## MOBILE/INTERNET BANKING T&C

The Mobile Banking Service is an Electronic Banking Service made possible by use of a Mobile Service Provider through which the Customer or a Nominated User is able to communicate with and receive banking and other services from the Bank by use of a mobile phone.

### Identification, Access and Use

1. To enable a Customer access a Mobile Banking Service, the Customer shall be required to provide the Bank with one (1) Designated Mobile Phone Number which shall be used by the Customer or the Nominated User to access the Customer's account profile.
2. Access to the Mobile Banking Service shall be granted to the Customer or Nominated User by the Bank on the successful input or upload by a Customer or a Nominated User of the PIN provided to or created by the Customer and is predicated on the same being received by the Bank's Electronic Channels and being verified by the Bank to have been uploaded through the Customer's Designated Mobile Phone Number.
3. Once the PIN is successfully uploaded to the Bank's Electronic Channels through the Customer's Designated Mobile Phone Number the same shall be deemed to be sufficient proof of identity of the Customer or the Nominated User and for this reason, the Bank may permit the Customer or the Nominated User to make enquiries or to receive and correspondingly to execute Instructions placed by the Customer or the Nominated User within the framework and scope of the selected authorization without making further checks and without incurring any liability to the Customer in relation to such Instructions
4. The Bank shall moreover retain the right to at any time and without specifying reasons refuse to provide information or to accept Instructions given through the Mobile Banking Service platform and/or suspend the Mobile Banking Services and where necessary the Bank may insist that the Customer or the Nominated User proves their identity by other means including but not limited to use of the original signature or by a personal appearance.
5. Instructions issued to the Bank by a Customer or the Nominated User through the Mobile Banking Services platform shall be considered to have been drawn up, authorized and sent by the Customer, irrespective of any restrictions pertaining to the internal relationship between the Customer and a Nominated User. The Bank shall consequently properly fulfil its obligations if it obeys the Instructions which it receives within the framework of the Mobile Banking Service on the basis of a correct identity check pursuant to paragraph 2 herein.
6. The Customer undertakes to unreservedly recognize all the transactions recorded on the Customer's accounts which have been performed by use of the Mobile Banking Service using the Customer or Nominated User's personal identification, in particular without a written order, regardless of whether or not the Instructions to undertake the transactions have been issued by the Customer.

## Terms and Conditions

In addition to the Terms and Conditions, as specified in the Access Bank (Kenya) PLC Account Opening Application Form for the customer account types registered above, the following terms and conditions also apply to the Chapaa Popote service:

### 1. Service Application

The service will be availed on written application by the client (filling out application form, service request letter, etc) and where such application is acceptable by Access Bank (Kenya) PLC. The ap-

plication must be duly authorized as per the mandates relating to the accounts registered for use under this service.

## 2. Service Applicability

The mobile number specified above would be used to access this service, and no two mobile numbers can be used for accessing one account under this service. In addition, the service will only be available if the client is within the particular cellular service range or within the area that forms part of the roaming network of the cellular service provider if the client has signed up for the roaming facility from the said cellular service provider.

## 3. Service Availability

Access Bank (Kenya) PLC reserves the right to decide which services are available under the Access Bank (Kenya) PLC Chapaa Popote mobile banking facility and to vary the services on offer from time to time and from client to client. The service is available through the mobile number registered on the application of this service, and any instruction that originates from the same will be deemed to have originated from the authorized user, whether or not it was initiated from the authorized user, and such instructions shall be binding upon the client.

Service instructions from the registered mobile number, or purporting to originate from the said mobile number, shall be effected by Access Bank (Kenya) PLC as a valid client instruction, and once so sent, may not be revoked, the transaction will be processed on satisfying the authentication required by Access Bank (Kenya) PLC specifically or generally for the particular type of transaction and such authentication may include verification of PIN numbers as supplied to Access Bank (Kenya) PLC to the client against whose name the mobile number is registered. This service is available to accounts held in the Access Bank (Kenya) PLC branches or Access Bank (Kenya) PLC customer virtual accounts. Access Bank (Kenya) PLC shall not be responsible for any failure by the client to access the service due to the authorized user being outside the geographical range within which this service is offered. Access Bank (Kenya) PLC shall not be held responsible for non-availability of the service or non-performance by any service providers engaged by Access Bank (Kenya) PLC or any loss or damage caused to the client as a result of use of the service including relaying of notification for the client's investment or other business purposes.

## 4. Service Data Accuracy

The client undertakes to provide accurate information and disclosures as required for this service, and shall be responsible for the correctness and authenticity of the information so provided at all times, and Access Bank (Kenya) PLC shall not be liable for the consequences arising from erroneous information supplied by the customer or his/her authorized agents/users.

## 5. Service Notices

Access Bank (Kenya) PLC and the client may give notices in writing as sent electronically or by mail delivery by hand or by post to the last known address of the client or Access Bank (Kenya) PLC Head Office. In addition, Access Bank (Kenya) PLC may publish general notices regarding this which are applicable to all clients and such notices will be deemed to have been served individually to each client.

## 6. Warranty

Access Bank (Kenya) PLC does not warrant accuracy, completeness or reliability of information, performance or quality, confidentiality or security of the messages, whether personal or otherwise, as transmitted through this service. Access Bank (Kenya) PLC expressly disclaims all implied warranties including, without limitation, warranties of non-infringement, compatibility, security, and accuracy.

## 7. Limitation of Liability

The limitation of liability of Access Bank (Kenya) PLC, its employees and its agents with regards

to the provision of this service is as detailed in the Terms and Conditions detailed above as well as those governing the operation of the client account(s) registered for access via the Access Bank (Kenya) PLC Chapaa Popote mobile banking service.

#### 8. Service Termination

The client may request termination of this service. In whole or in part, by giving a written notice at least 14 - days' notice and the notice period is counted from the day the notice is actually received at Access Bank (Kenya) PLC. During the notice period, the client remains responsible for transactions originating from a mobile phone through the service prior to the end of the 14 - days' notice period. However, the closure of the main account registered for this service will automatically terminate this mobile banking service.

#### 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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