

PLEASE COMPLETE THIS FORM IN CAPITAL LETTERS AND TICK WHERE APPLICABLE.

Branch										Date											
										<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>											
ACCOUNT NAME:										<input type="checkbox"/> PERSONAL <input type="checkbox"/> JOINT											
Tick	Account type	Account number (bank to fill)										<input type="checkbox"/> KES <input type="checkbox"/> USD <input type="checkbox"/> GBP <input type="checkbox"/> EURO									
	Savings Account																				
	Transactional Account																				
	Current Account																				
Purpose of account										<input type="checkbox"/> Investment <input type="checkbox"/> Savings <input type="checkbox"/> Salary <input type="checkbox"/> Business <input type="checkbox"/> Collection <input type="checkbox"/> Other(specify)											

DETAILS OF THE FIRST APPLICANT (Mandatory)

Gender										Male <input type="checkbox"/> Female <input type="checkbox"/>																																							
First Name										Middle Name										Last Name																													
Kenyan ID. Number										Passport Number										Passport Expiry date										KRA PIN										DOB									
																				<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>																				<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>									
Nationality										Other Nationality										Country of Residence																													
Tax Identification No./Code										House No.& Street																																							
Zip/Postal Code										Country of Residence										Country's code																													
My Mobile No. +																				My Other No. +																													

Email:

FOR JUNIOR APPLICANTS (Fill the following section)

Gender										Male <input type="checkbox"/> Female <input type="checkbox"/>																			
Child's First Name										Middle Name										Last Name									
DOB										Child Birth Certificate /Notification Number:																			
Relationship With Child(Tick)										<input type="checkbox"/> Parent <input type="checkbox"/> Guardian																			
Other(specify)																													

Applicant's Signature (Sign at the center of the box)										Authenticator's Signature (Sign at the center of the box)										Affix Applicant's passport size photo Or Indicate photo number -----									
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	---	--	--	--	--	--	--	--	--	--

ADDITIONAL DETAILS (Mandatory)

<input type="checkbox"/> Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Student <input type="checkbox"/> Other (Specify)																														
Employed	Employer's Name:										Employer's Address.										Office Tel. No.									
	Terms of Employment Permanent <input type="checkbox"/> Contract <input type="checkbox"/>										Job Title/Role/Position										Department/Unit/Section/Division									

Self Employed	Business Name:	Nature of Business	Business Reg./ Company Inc. Number
	Physical Address of Business/ Location	Business Contact Name	Contact Tel. No.
Student	Name of University/College	Admission Number:	Expected Completion Date:

SOURCE OF WEALTH

What type of business are you in? _____

EXPECTED TURN OVER:

Value of Transactions	Expected Range (KES equivalent)			
	Up to 500,000	500,001-1M	1M-100M	Over 100M
Sum of all payments into account per annum				
Total value of cash/cheque	Local Currency			
Total value of cash/cheque	Foreign Currency			

CONTACT PERSON DETAILS

First Name	Middle Name	Last Name	
Email:		Phone No:	+ <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>

NEXT OF KIN DETAILS

First Name	Middle Name	Last Name	
Country of Residence	Zip/ Postal Code	City/ Town/State	
ID No./Passport No	Phone No:	+ <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	
Email:		Relationship	

OTHER ACCOUNTS HELD

Please list Accounts you have with Kingdom Bank Limited and other Banks

	Account Number	Bank	Branch
1.			
2.			
3.			

☐ I hereby authorize the Bank to contact the above mentioned individual if I/we unavailable.

Signature

DETAILS OF THE SECOND APPLICANT (Mandatory)

Gender	Male <input type="checkbox"/>	Female <input type="checkbox"/>		
First Name	Middle Name	Last Name		
Kenyan ID. Number	Passport Number	Passport Expiry date	KRA PIN	DOB
		<div>D</div> <div>D</div> <div>M</div> <div>M</div> <div>Y</div> <div>Y</div> <div>Y</div> <div>Y</div>		<div>D</div> <div>D</div> <div>M</div> <div>M</div> <div>Y</div> <div>Y</div> <div>Y</div> <div>Y</div>
Nationality	Other Nationality		Country of Residence	
Tax Identification No./Code		House No.& Street		
Zip/Postal Code	Country of Residence		Country's code	
My Mobile No.	+ <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	My Other No.	+ <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	
Email:				

FOR JUNIOR APPLICANTS (Fill the following section)		Gender	Male <input type="checkbox"/>	Female <input type="checkbox"/>
Child's First Name	Middle Name	Last Name		
DOB	<div>D</div> <div>D</div> <div>M</div> <div>M</div> <div>Y</div> <div>Y</div> <div>Y</div> <div>Y</div>	Child Birth Certificate /Notification Number:		
Relationship With Child(Tick)	<input type="checkbox"/> Parent	<input type="checkbox"/> Guardian		
Other(specify)				

Applicant's Signature (Sign at the center of the box)	Authenticator's Signature (Sign at the center of the box)	Affix Applicant's passport size photo Or Indicate photo number -----
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ADDITIONAL DETAILS (Mandatory)

<input type="checkbox"/> Employed	<input type="checkbox"/> Self Employed	<input type="checkbox"/> Student	<input type="checkbox"/> Other (Specify)
Employed	Employer's Name:	Employer's Address.	Office Tel. No.
	Terms of Employment Permanent <input type="checkbox"/> Contract <input type="checkbox"/>	Job Title/Role/Position	Department/Unit/Section/Division
Self Employed	Business Name:	Nature of Business	Business Reg./ Company Inc. Number
	Physical Address of Business/ Location	Business Contact Name	Contact Tel. No.
Student	Name of University/College	Admission Number:	Expected Completion Date:

SOURCE OF WEALTH

What type of business are you in?					
EXPECTED TURN OVER:					
Value of Transactions		Expected Range (KES equivalent)			
		Up to 500,000	500,001-1M	1M-100M	Over 100M
Sum of all payments into account per annum					
Total value of cash/cheque	Local Currency				
Total value of cash/cheque	Foreign Currency				

CONTACT PERSON DETAILS

First Name	Middle Name	Last Name																				
Email:	Phone No:	+ <table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				

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First Name	Middle Name	Last Name																																								
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ID No./Passport No	Phone No: + <table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
Email:		Relationship																																								

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	Account Number	Bank	Branch
1.			
2.			
3.			

<input type="checkbox"/> I hereby authorize the Bank to contact the above mentioned individual if I/we unavailable.	
Signature <table><tr><td></td></tr></table>	

OTHER BANKING SERVICES

I/We would like to access my/our account via Mobile banking

Mobile number to be registered :

I/ we would like to access my account using Visa Debit Card (for KES Only) Yes ☐ No ☐

I/we would like a cheque book (for current and transactional accounts) Yes ☐ No ☐

25 ☐ 50 ☐ 100 ☐ (Tick option)

Alerts: Do you want to receive SMS alerts? Yes ☐ No ☐

E-Statement: Please send my statement ☐ Monthly ☐ Others (specify) _____

Signatory 1

Signatory 2

Signatory 3

NOTE: ATM and Mobile Banking available to joint account holders only if signing mandate is any to sign

SIGNING MANDATE (Tick) AND SPECIMEN SIGNATURE

☐ SOLE ☐ EITHER ☐ ANY TWO ☐ ANY THREE ☐ ALL TO SIGN

☐ OTHERS (Specify)

Signatory 1

Signatory 2

Signatory 3

INDEMNITY FOR INSTRUCTIONS RECEIVED BY EMAIL AND / OR FACSIMILE ('ELECTRONIC INSTRUCTIONS')

In consideration of the Bank agreeing to act on electronic instructions from me/us from time to time for the operation of my/our account with the Bank without requiring written confirmation bearing original signatures in accordance with the Mandate for such account(s) before acting on the instructions, I/we confirm unequivocally:

1. THAT the Bank may act on any Electronic Instructions given by me/us from time to time, and I/We voluntarily and with full knowledge take and assume any and all risks associated therewith;
2. THAT once Email/Facsimile instructions have been sent to the Bank by the person (or by any of the persons, if more than one) using the e-mail address specified below, the Bank shall have no obligation to check or verify the authenticity or accuracy of the sender of such Electronic instructions purporting to have been sent by me/us and may act thereon as if the same had been duly given by me/us;
3. THAT in acting on the Electronic Instructions, the Bank shall be deemed to have acted properly and to have fully performed all the obligations owed to me/us, notwithstanding that such Electronic Instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and I/We shall be bound by Electronic Instructions on which the Bank may act if the Bank has in good faith acted in the belief that such Electronic Instructions were issued by me/ us.
4. THAT the Bank may, in its absolute discretion, decline to act on or in accordance with the whole or any part of an Electronic Instruction pending further enquiry or further confirmation (whether written or otherwise) by me/us, PROVIDED THAT the Bank shall not be under any obligation to so decline in any case, and the Bank shall in no event or circumstance be liable for not so declining; and
5. THAT I/We hereby release the Bank from and indemnify the Bank against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to the Bank having acted in accordance with the whole or any part of any Electronic Instructions exercised (or failed to exercise) pursuant to the discretion conferred upon the Bank in Clause 4 above.
6. THAT E-mail/Facsimile instructions shall be deemed to have been received on the date and time appearing on KB's records and KB shall be under no obligation to act upon any e-mail/facsimile instructions prior to the time indicated in such records.

Dated this _____ Day of _____ 20 _____

Name of Applicant _____ Signature

Name of Applicant _____ Signature

Telephone Number _____ Facsimile Number _____

In the presence of _____
(Print Name of Notary Public, Kenyan Embassy, Bank Staff, Bank in Country of Residence)

Signature

Date

GENERAL TERMS AND CONDITIONS (Business/Personal/Joint Account)

1. INTRODUCTION

These General Terms and Conditions (the "GTC") apply to the services offered by Kingdom Bank Limited (Kenya) (hereinafter referred to as the "Bank" which expression shall where the context so admits include its successors and assigns) to its customers. In consideration of the Bank offering those services, the customer agrees to be bound by the GTC. The customer must carefully read, understand and accept these GTC as they govern the content and services offered by the Bank to the customer.

In relation to the Bank's Website, the customer's use of any online service implies that the customer has accepted the GTC and the GTC form or will form a legally binding agreement between the customer and the Bank establishing the terms and conditions under which the Website or online service may be used. If you do not accept these terms and conditions, please do not access the Website or use the online services.

A copy of the GTC 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 Bank's Website. In addition to the GTC, 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 the GTC.

In the GTC, the expression "the customer" shall include any person, firm, partnership or corporate body; any expression referring to the masculine gender shall also apply to the feminine gender and vice versa; and any expression referring to the singular shall also apply to the plural and vice versa.

2. DEFINITIONS

In these GTC, the following words and expressions bear the following meanings:

"*Authorised signatory*" means the customer or account holder or other person that has been designated or appointed by the customer or authorised by law to access or operate the account on the customer's behalf;

"*Bank Account*" means the customer's or cardholders current and savings deposit account(s), current overdraft facility account (s) and term and call deposit accounts, take on accounts and loan accounts, mobile and online accounts (as the case may be) with the Bank and any other type of account that the Bank may provide from time to time;

"*Customer*" means the person in whose name a Bank Account is existing or as may be otherwise prescribed by the law;

"*Contact Centre*" means the point of contact for the Bank whose details shall be communicated by the Bank from time to time through any of its communication channels;

"*IPRS*" means the Kenyan Government's Integrated Population Registration System which is maintained under the Ministry of Interior and Coordination of National Government;

"*Mobile Banking*" the provision of the following services through a mobile telecommunication device accessing the System:

- Obtaining account information like current balances, mini statements and account activity;
- Electronic bill payment for telephone bills, electricity bills etc;
- Change of password- done by the Customer;
- Internal Transfer of funds - between different accounts of the Customer;
- Transfer of Funds to external bank accounts of the Customer or third parties.
- Notifications on credit or debit transactions as advised by Customer and
- Any other service that the Bank may offer through this channel.

The Kingdom Bank mobile banking platform shall operate within the set transaction limits that the Bank shall at its sole discretion determine from time to time.

"*Digilife*" the provision of the following services through the system:

- Common customer Interactions;
- Obtaining account information such as balances, account activity etc
- Electronic Utility payments
- Request for bank statements and cheque books
- Payroll processing and wire transfer of salaries to the employees' bank' accounts
- Transfer of Funds to external bank accounts of the Customer or third parties.
- Request for password change
- Inquiries on foreign exchange rates and interest rates.
- Any other service that the Bank may offer through this channel.

3.0 GENERAL INTERACTIONS WITHIN A BRANCH

These GTC shall apply to all interactions at branch level

3.1. Customer's Instruction

The customer requests the Bank to honor and to debit to his Bank Account all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn accepted or made out to him, and to carry out any instructions he may give in connection with his account notwithstanding that any such debiting or carrying out may cause his account to be overdrawn or an overdraft to be increased. Where no overdraft agreement has been reached, the Bank may nevertheless refuse to carry out any instructions which would result in there being an overdraft or any greater than agreed, as the case may be.

3.2. Authorized Signature

Where the customer wishes to operate on his account wholly or partially by delegated authority, the customer will give the Bank in an acceptable form a mandate expressing in precise terms what powers have been delegated to the mandatory and the specimen signature of every person authorized to operate the account. Unless otherwise set out in the mandate aforementioned all signatories are entitled to withdraw all or any of the customer's property or securities held by the Bank from time to time, to open any further account in the customer's name, and to overdraw any of the customer's accounts.

3.3. Set-off

The Bank, without notice to the customer, consolidate and/or set off all monies held against any account or indebtedness of the customer: -any other account whether current, loan, savings or liquidation;-any account, whether in credit or debit, or other deposit; and other account or indebtedness in respect of which the customer is liable, notwithstanding that some other person having a joint interest in the account may not be liable and that the other account is in a different branch of the Bank. The Bank reserves the right to return cheques which, as a result of the aforementioned combining, consolidation and/or set off, would overdraw the account.

3.4 Payment order in excess of funds

Where the Bank receives a number of orders at approximately the same time and the total amount of those orders exceeds the available assets of or the credit granted to the customer, the Bank may honor the orders in whatever manner it thinks fit within the limit of funds available and levy appropriate charges.

3.5 Bank charges, Expenses and interest

The Bank is entitled to be paid by the customer and may debit the customer with:

- Unless otherwise agreed in writing, interest (including default interest), on

overdrawn accounts, loan account or any other facility granted by the bank, at a rate which may be different for different accounts. The Bank will notify the customer of any change in the rate of discretion where required by law.

- The Bank may debit and/or overdraw the customer's account where it has become aware that it had credited the customer's account with any amount (whether erroneously or not) or where the Bank had made any payment on behalf of the customer without first debiting the customer's account.

- The notification of the charges, costs and applicable interest payable by the customer in relation to any account shall be indicated in the Tariff Guide which shall be available to the customer at all times through the Bank's branches or other communication channels;

- Advocate and client cost incurred by the bank in obtaining legal advice in connection with the customer's accounts and dealings with the bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of any dealings in respect of the customer;

- Commission at such rates and at such times as the bank shall decide from time to time, with discretion to charge different rates for different accounts. However, the Bank shall keep the customer notified of any amendments to the rates; and
- All other expenses and charges including but not limited to ledger fees, disbursement for cheques books, postages, swift, telephone calls, taxes, duties, impositions, recovery costs for any amount due and expenses incurred in complying with the customer's request.

3.6 Payment by third parties and deposit of cheques

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

- All cheques or other orders for payment of whatsoever nature are accepted for deposit or collection at the risk of the customer. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the Bank may debit the customer with the amount previously credited (taking into account any foreign exchange fluctuations where relevant) in respect of that cheque or order, together with interest since the date of crediting if the account thereby is overdrawn;

- Before making any withdrawal, the customer must allow sufficient time to elapse after making any deposit in order to enable the Bank to carry out the necessary bookkeeping operations to credit the account. For the purpose of this sub-section, sufficient time shall be deemed to be one complete business day in relation to Kenya shillings deposits of cleared funds and three (3) complete business days in relation to deposit of local Kenya foreign denominated cheques
- Notwithstanding the provisions herein, the customer undertakes that any money credited to the customer in error must be repaid immediately together with applicable interest on demand.

3.7 Lien

- Nothing in these GTC and any other agreement shall be treated as constituting an implied agreement restricting or negating any 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 repayment, bills and any other movable or immovable property charged to secure repayment of any money whether or not that money has been repaid; and also over all property over which by law the Bank has lien;

- Where the customer is indebted in circumstances giving the Bank a right of lien and set off over securities as set out in paragraph (a) hereof, the Bank may realize the security to discharge the debt upon giving reasonable notice to the customer;
- If the debt is not discharged within the time allowed, the Bank may realize the debt sufficiently from the customer's assets to discharge the debt, and the customer constitutes the Bank his attorney for the purpose of conducting the sale giving title to assets sold and all other necessary matters. Any sum remaining after such a transaction will be held for the customer subject to these terms and conditions;

- The Bank is under no obligation to the Customer in respect of any sale under this clause;

- 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 shall not be liable for any loss caused by exchange fluctuations; and
- Deposits' including those held in foreign currencies and for a given period of time may be set off against debts notwithstanding that the time period of the deposit has not expired.

3.8 Termination of Relationship

- The Bank may at any time, upon notice to the customer, terminate or vary its relationship with the customer. Without prejudice to the generality of the foregoing, the Bank may cancel advances which it has granted and require the repayment of outstanding debts resulting there from within such time as the Bank shall determine; and

- The Bank may close the customer's account upon issuance of a fourteen-day notice, or for such other period, or without notice in accordance with the laws relating to banking in Kenya.

3.9 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 reason (whether or not well founded) as to the person or person(s) entitled to operate the same, or for any other lawful purpose; without any obligation to institute interpleaded proceedings or to take any steps of its own initiative for the determination of such dispute or doubt.

3.10 Joint Accounts

In the event of two or more customers holding a joint account, the following additional provisions shall apply:

- The holders of the joint account(s) authorize the Bank to pay or deliver to the order of the survivor(s) or the executor(s) or administrator(s) of such survivor(s) any monies standing to the credit of their joint account(s); and
- All liabilities on joint account(s) are joint and several.

3.11 Cheque Books

Cheques books are issued subject to the following terms and conditions:

- The customer agrees to look after and use any cheque book and its cheque forms / leaves therein with the utmost care;
- The customer further agrees to ensure:
 - That all uncompleted cheques forms / leaves are always kept in safe custody;
 - That the Bank is informed immediately upon discovery by the Customer that any cheque book or any cheque form / leaf has been stolen, lost or mislaid;
 - That any person preparing the cheque is authorized to do so;
 - That any cheque is prepared and signed in ink or other indelible writing material(s)
 - That the amount of any cheque is written as near as possible to the left side of the form / leaf to prevent any unauthorized alteration;
 - That any cheque and any alteration is signed by an authorized signatory subject to the banking rules as shall be amended from time to time;

- That no uncompleted cheque is given to any stranger or other person who is not a signatory to the cheque form / leaf; and

- That only cheque forms / leaves overprinted with an account number are used for that particular account.

- The customer is further advised that

- Where possible any completed cheque forms / leaves should be crossed with two distinct lines in order to make the cheque negotiable only through a Bank; and

- If it is known with which Bank the beneficiary of the cheque form / leaf operates an account, the cheque form / leaf will be negotiable only through that particular Bank.

- On receipt of a written notice from the customer to stop payment of a cheque form / leaf, the Bank will record the notice; and

- Upon closure of any account the customer will return to the Bank any remaining uncompleted cheque forms / leaves relating to that account.

- The Bank shall at its sole discretion issue cheque books based on the product chosen by the customer.

3.12 Cheques not Drawn in the manner specified by the Bank

- The Bank may refuse payment of any cheque form / leaf not drawn on the Bank's cheque forms / leaves in the manner specified by the Bank in these terms and conditions.

- The Bank will pay cash to the customer where the cheque form / leaf is signed by an authorized signatory or by authorized signatories in the presence of the Bank's teller;

- Where a cash or deposit cheque form / leaf is presented by a person other than the customer (i.e. by a third party), the Bank can at its own discretion require confirmation from the customer or from a representative of the customer before it makes payment.

- Where cash cheques are presented by employees or other known agents of the customer, the following steps must be taken:

- The employee or agent will be identified before-hand and in a manner acceptable to the Bank; and

- A limit on such drawings or specific instruction are agreed in writing between the customer and the Bank, where the limit is not agreed with the Bank, the Bank shall assume that the customer has authorised the Bank to process all cheques without a limit.

- Where the customer requests that payments be made under clause four above, the customer shall indemnify and keep the Bank indemnified in respect of all payments made to the presenter of the payment as if the payment was authorized by the customer and he shall have no claim against the Bank.

3.13 ATM CARD

In consideration of the Bank making available to the customer an ATM/Debit card the customer agrees to be bound by the following terms and conditions:

- "*The card*" means any automated teller machine access card (ATM) issued by the Bank in the name of the cardholder, 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 account holder / cardholder and in whose name(s) the card(s) will be issued by the Bank on account of the account holder / cardholder;

- "*The cardholder*" means the person in whose name the card has been issued;

- "*The card number*" means the number embossed or imprinted on the card;

- The "*PIN*" means any personal identification number which in conjunction with the card and/or card number enables any of the card facilities to be utilized;

- The Bank shall at its sole discretion issue the card based on the product chosen by the customer.

3.14 Acceptance

Acceptance by the cardholder of these terms and conditions shall be deemed to take place upon receipt by the cardholder or his agent of the card.

3.15 Use of the Card and related Safeguards

The use of the card will be governed by the following terms and conditions:

- The Cardholder must sign the Card immediately upon receipt. The Card is valid whether or not it is signed by the Cardholder named thereof;

- The Card may only be used by the Cardholder in accordance with and subject to the terms and conditions of this Agreement current at the time of use;

- The Card may only be used to withdraw money at permitted ATMs

- The Card is not transferable and is valid for use only by the person whose name is embossed on the Card and only during the validity period embossed thereon;

- The Card may only be used within the limits approved by the Bank. In determining whether the limit has been exceeded, the Bank may take into consideration the total amount of card transactions not yet debited to the account and any authorisation given by the Bank in respect of prospective Card Transactions; The use of the Card is subject to the right of the Bank in its absolute discretion and with or without prior notice pursuant to the law, at any time to withdraw the right to use the Card for, or to refuse authorisation of, any particular card transaction and to publish such withdrawal or refusal in such manner as the Bank shall determine

- The Cardholder shall exercise all care necessary to ensure the safety of the Card and the secrecy of the PIN at all times shall always exercise all care necessary to ensure the safety of the Card and the secrecy of the PIN . A cardholder should never write the PIN on the card or anything usually kept with it. The Cardholder shall exercise prudence in disguising any written record of the PIN;

- A Cardholder shall not allow any other person to use the card with or without the knowledge of the PIN;

- If the Card is lost, stolen or is for any other reason liable to misuse or the PIN has been disclosed to anyone, the Cardholder must immediately notify the Bank in writing either by hand delivery or e-mail . Until the Bank receives such a written notification, the Cardholder will be liable in respect of any use of the card; and

- The Cardholder will give the Bank all the information in the Cardholder's possession as to the circumstances of loss, theft or misuse of the Card or disclosure of the PIN and take all steps deemed necessary by the Bank to assist in the recovery of the missing Card. If a Card is reported as stolen, lost or liable for misuse, that Card must not subsequently be used but must be cut in half and returned to the Bank.

3.16 Deemed use of card by cardholder

- The cardholder is obliged to return the card for cancellation if he no longer wishes to use the card facilities, or has authorised account closure ,

- Notify the Bank (and if such notification is oral, immediately thereafter to confirm the notification in writing), if he knows or reasonably suspects that the card has been lost, stolen, or misappropriated or that the PIN has become compromised, and until makes such notification, all transactions initiated through the use of the card shall be deemed to have been made, given or initiated (as the case may be) by the cardholder,

3.17 Cash and Transaction Card Limits

The card may be used to obtain cash from permitted ATMs, within any cash and/or transaction limits that the Bank shall at its sole discretion determine from time to time and notified to the cardholder.

3.18 Losses

Except where the loss or damage is primarily caused by the negligence, willfulness or fraud of any employee or agent of the Bank, but otherwise irrespective of the reason resulting to such loss or damage, the cardholder will have no claim for compensation or otherwise against the Bank or any of its employees or its agents for or in respect of any loss or damage suffered by him arising out of use of the card.

3.19 Termination and restriction of card use

The Bank may at any time, without prior notice, and without giving any reasons thereof, terminate or restrict the cardholder's use of the card and/or the card facilities.

3.20 Card failure at ATMs

The cardholder acknowledges that the function and use of the card at ATMs is handled by third parties and as such the functions can inadvertently fail due to various factors beyond the control of the Bank or third party. The Bank shall not be liable where the transaction response message given at the ATM is erroneous or inconsistent with the actual card or account status. The cardholder agrees that he shall have no claim against the Bank or the third party should the delay or failure occur at an ATM. The use of the Card is subject to the right of the Bank in its absolute discretion and without prior notice, at any time to withdraw the right to use the Card for, or to refuse authorization of, any particular card transaction and to publish such withdrawal or refusal in such manner as the Bank shall determine.

3.21 Claims

Any claims for dispensing of incorrect cash must be received by the Bank or service centres of the Bank where the account is held within forty eight (48) hours of the transaction upon which such claim is being made.

3.22 Forgery

- The Bank shall not be liable in any way to the customer for having honoured even negligently any cheque form / leaf the signature or content of which has been forged if;
- The customer has facilitated such forgery either by failure to comply with these GTC or by negligence in any other way;
- There has been a previous forgery of any cheque of the customer without the customer having objected to the first statement of account which debited such cheque as provided for in these GTC;
- The forgery has been perpetrated by an employee, servant, agent, contractor or person known to the customer; and
- The Bank shall not be liable for dishonouring cheque forms / leaves if it has reason to believe that the cheque forms / leaves should not be paid due to any reason including suspected forgery whether or not the Bank has contacted the customer.

3.23 Safe Custody

Any article, title or item received by the Bank for storage or safekeeping is received for deposit on the following terms and conditions:

- The article, title or item is received by Bank for the account and order of the depositor;
- The article, title or item is received by the Bank at the sole risk of the depositor as regards any damage to or loss of the article, title or item through any cause whatsoever including but not limited to Moth, Vermin, Heat or Leakage and the Bank shall not be liable for any such damage or loss except in so far as this clause expressly provides to the contrary;
- The Bank undertakes to exercise reasonable care in looking after the article, title or item and in ensuring that no unauthorized person has the access thereto; provided that the liability of the Bank for loss or damage of any one article, title or item and its content (if any) does not exceed the specified value of the article, title or item;
- The Bank has lien over the article, title or item and any such article, title or item deposited with the Bank for storage or safekeeping for an outstanding charge payable to the Bank on account of the services provided by the Bank for the storage or safekeeping of the article, title or item or any other such article, title or item and pursuant to that lien the Bank is authorized to open any package or envelope containing the article, title or item or any other such article, title or item and to exercise in respect of the article, title or item or any other such article, title or item such rights as the Bank is permitted by these general terms and conditions to exercise over any property over which the Bank has lien;
- The customer will certify that any items / packages deposited do not contain any firearm or other explosive device or any substance prohibited in a Banking premises or commercial premises by any prevailing laws in Kenya. The Bank may verify if need be the contents of such deposit prior to acceptance;

3.24 Accounts in Foreign Currencies

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

3.25 E-mail, Indemnity and Statements

The bank is authorised to act on instructions sent by me/ us in relation to my/our account(s) by e-mail provided by me/us unless otherwise stated by me/us. The customer hereby expressly authorises the Bank to send statements and/or advices in relation to the customer's account(s) to the e-mail and/or other address provided by the customer; and

All documents or information regarding the customer's account(s) or transaction(s) with the Bank will be binding if they are in the form of data messages or accessible in a form in which they may be read, stored and retrieved whether electronically or as computer printouts for subsequent reference.

In consideration of access to this service, the Bank shall at its sole discretion accept or decline email instructions and shall not be liable for such decision. All transaction requests through this channel, which take place in a currency other than Kenyan Shillings whether in or outside Kenya, will be converted as appropriate based on the account currency and such conversion will be done at such exchange rate as may be determined by the Bank from time to time at its sole discretion.

In consideration of the contents of this clause, 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 therefrom provided that the Bank has not been negligent and has acted

3.26 IPRS Authority

The Bank reserves the right to verify with the IPRS and/or any other platform the authenticity of your details. You hereby agree and authorize the Bank to request IPRS or any other platform for your personal information held by IPRS or that platform pursuant to the agreement between you and the Bank.

- You also hereby agree and authorize the Bank to request IPRS or any other database containing your personal information for information relating to your ID as the Bank shall require for purposes of providing you the Services. You hereby consent to the disclosure of the Personal Information by IPRS to the Bank and to the aforesaid use of the Personal Information by the Bank.
- You hereby agree and authorize the Bank to obtain and procure your Personal Information contained in the IPRS from the Government of Kenya and you further agree and consent to the disclosure and provision of such Personal Information by the Government of Kenya to the Bank. You hereby further acknowledge and authorize the Bank to verify your Personal Information received from Mobile Network against the information received from the Government of

Kenya in your respect as contained in the IPRS or any other database containing your personal information.

3.27 Objection of Statements

- The Bank can issue free statements of account to the customer at least once every months or upon request by the customer; Any additional request will be subject to charges as per displayed tariff guide at the branches
- The contents of any statement of account or statements of any other nature shall be sent by the Bank to the customer at the customer's last known postal address, e-mail address or through an electronic device including but not limited to mobile phone or computer device. The customer shall be responsible for the payment of any charges levied by the Bank in delivering a statement to a mobile phone or similar device.
- All statements to which the customer has not objected within twelve (12) days of receipt thereof, shall be deemed properly approved by the customer, and shall thereafter not be challenged by the customer on any other ground whatsoever.
- The customer shall be deemed to have received any statement of account or statement of any nature one (1) day after it was sent by email or five (5) days after it was sent by post or immediately through an electronic device.
- The customer hereby consents to have statements sent via email instead of post, except where the customer has not provided an email address or where The customer has chosen to generate or receive such statement through an electronic device.
- The Bank shall not be held liable for the failure of delivery or receipt of statements by the customer and/ or exposure of the statements to third parties where the customer fails to provide accurate details of their email and/ or postal address or for any other exposure beyond the control of the Bank such as through malicious or unintended access by unauthorized third parties to whom the address provided does not belong or where the address is shared between such third parties and the customer.

3.28 Delay by Customer lodging complaints

The Bank shall not be responsible for any matter related to the customers' account unless the customer has made a written complaint to the Bank as soon as reasonably possible.

3.29 Liability Exclusion

The Bank will not be responsible for:

- any indirect or consequential losses or economic loss or loss of profit or business incurred by you in connection with the Services notwithstanding our awareness of the possibility or likelihood of you incurring the same;
- any loss in connection with any unforeseeable acts or omissions on the part of our service providers, contractors, agents or employees;
- any losses arising in connection with us acting upon Instructions sent by you or by reason of us failing or refusing to so act if, acting in good faith, in our opinion there is or are reasonable ground(s) for such failure or refusal (other than as caused by our gross negligence or willful default);
- the Bank shall not be responsible for any loss suffered by the Customer should the Service be interfered with or be unavailable by reason of (a) any industrial action, (b) the failure of any of the Customer's facilities, or (c) any other circumstances whatsoever not reasonably within the Bank's control including, without limitation, force majeure or error; 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.
- 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 our breach of such laws and regulations;
- if any losses suffered by you by reason of:
- the shut-down or delay in the availability of the Mobile Service Provider (MSP) or Website;
- failure, malfunction, interruption or unavailability of the System, the customer's Equipment, third party system or service;
- any fraudulent or illegal use of the Services, the System or the customer's Equipment;
- (iv) the Debit Account being subject to legal process or other encumbrance restricting payments or transfers thereof;
- (v) any viruses, trojan horses, worms, logic software, other bombs or other similar programs or routines (including hacking) affecting any Website, Service or System Materials; or
- (vi) failure to give proper or complete instructions for payments or transfers relating to the Bank Account.

- Any damages or losses arising from unauthorised access to any Service by a third party using the PIN or any Customer Identification or User Identification or access code unless we have received prior notification from you in accordance with the User Guides and/or the relevant notification that no further access to the relevant Service shall be granted to any person using such Customer Identification or User Identification or Access code with effect either from receipt of such notification or such later date as may be specified in such notification;
- The consequences of any misuse of the Facilities &/ or the Website by you, (or your Authorized Persons), or any use of the Website or the Facilities by you, (or your Authorized Persons), not related to any of the Services.
- If for any reason other than a reason mentioned in clause a-h (both inclusive) above, the Services are interfered with or unavailable, the Bank's sole liability under this Agreement shall be to re-establish the Service as soon as reasonably practicable and in any event the Bank's maximum aggregate liability to you for any claim arising from or in connection with any Service is limited to the aggregate amount of service charges paid by you for the relevant Service in the three months preceding such claim.
- Under no circumstances shall the Bank be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to the Bank.
- Whilst we will use all reasonable endeavours to ensure that all financial information available through the Services is accurate when initially made available, we shall not be liable for any loss incurred or damage suffered by you by reason or in consequence of your using financial information which is not up to date.
- All terms, conditions and warranties implied by law are excluded to the fullest extent permitted by applicable law.

3.30 Communication

- All notices, statements, letters, e-mails and other communication from the Bank shall be sent to the last address given by customer, and the date on the Bank's copy of such communication is taken to be the date of such dispatch in the absence of proof to the contrary;
- 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; at the time the same is left at the address of or handed to a representative of the party to be served, by post on the day not being a gazetted public holiday five(5) days following the date of posting, in the case of facsimile transmission, telex, telegram, email or other means of telecommunication on the next following day.
- In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/ or acknowledged as the case may be.
- The customer shall have no claim on the Bank for damage resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the customer, the

Bank or any third party, by hand delivery, post, telephone, e-mail or any other means of communication; and

- The Bank must be notified in writing of any change in the customer's address including e-mail address. Any notice or correspondence sent by the Bank or its advocates to the customer at the address last notified to the Bank by the customer shall be deemed duly served.

3.31 Disclosures

The customer agrees and expressly consents that the Bank may in its absolute discretion:

- disclose to the Central Bank of Kenya, the Kenya Revenue Authority, the police, correspondent banks and agents, the Subsidiaries or any other person authorised by law any matter concerning the operation or proposed operation of any account or concerning the business of the customer;
- disclose to the Bank's advocates for the purposes of seeking advice or drawing securities or recovering any monies due to the Bank, details of the customer's account and the business being transacted between the customer and the Bank; to any debt collection agent or auctioneers for the purpose of collecting any sums due to the Bank; and to a credit reference bureau in the event of breach by the customer;
- disclose any information in the possession of the Bank relating to this application and account details to any and all agents used by the Bank in the course of the operation of the account including but not limited to agents appointed by the Bank to manage the account; and
- obtain any information relating to the customer from any third party including the next of kin advised by the customer or other institutions licensed under the Banking and Central Bank Act or credit reference bureaux if in the Bank's sole discretion such information is necessary for the purpose of evaluating any application made to the Bank by the applicant(s) and or an account holder(s) with the Bank or for any other lawful purpose.
- Disclose any information in the possession of the Bank relating to this application including account details of the account holder to any other party or institution under international laws and any other laws in order to comply with its obligations pertaining to banking operations and the provision of the Services.
- 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 and any related parties, for debt tracing and for fraud prevention purposes. The customer 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 again the bank for any loss, damage, fees or expenses suffered or incurred by him in relation to the release of any information by the Bank under this clause, if the Bank releases such information on its genuine belief that the recipient is legally entitled to such information.
- The Bank shall not be under any duty to notify the customer of the disclosure to any third party of any information in relation to the customer's account or business as set out in this clause.

3.32 Warranties and Representations

The customer warrants and represents as follows:

- The information given in the application form for establishing the account and any subsequent communications to the Bank in respect of the account are true and accurate
- The account will not be used by the holder in contravention of any law, regulation of rule in force, nor as an aid to such contravention or circumvention of the law, regulation or rule.
- The customer has read, understood and agreed to comply with these GTC and any other specific terms and conditions necessary in order to obtain the Services.
- The customer has received (or successful access to) the specific terms and conditions in respect to the Services, from the Bank's branches or on the Bank's website at www.jamiiborabank.co.ke and agrees to be bound by the said specific terms and conditions. The customer has agreed all the information pertaining to the Services and confirms that, before accepting the GTC and other specific terms and conditions, he sought independent advice and clarification from persons other than the Bank's officials in relation to those terms and conditions. The customer further confirm that the Bank provided him with sufficient time to consider the said terms and conditions prior to my/our acceptance of them.

3.33 Customer Assignment

This Agreement and any rights or liabilities accruing there under may not be assigned by you to any other person. The Bank may assign its rights, benefits and obligations under this Agreement at any time.

These GTC (as may be amended from time to time) form a legally binding agreement binding on the customer and the customer's assigns and successors (as the case may be).

Any change in the constitution of the Bank or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person or any reconstruction or reorganization of the Bank shall not in any way prejudice or affect its rights.

3.34 Insurance

The customer agrees and confirms that the Bank shall debit the requisite premium from the account for maintaining a limited insurance cover on the customer for any liability on the account and/ or card and all transactions related thereto. The Bank may demand, at its discretion any amounts due on the account if there is any breach of these GTC by the customer.

3.35 Severability

If any provision of these GTC shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein

3.36 Amendments

The Bank may vary or amend the GTC at any time upon notice to you, where required by the law. Any such variations or amendments may be published in posters or pamphlets available at Bank's branches, in the newspapers, on the Website and/ or by any other means as determined by the Bank and any such variations and amendments shall take effect upon publication (or otherwise as the Bank may determine).

Any addition or alteration to the GTC made from time to time by the Bank and of which notice has been given to the customer shall be binding upon the customer as fully as if the same were contained in the GTC.

3.37 Dispute Resolution, Jurisdiction and Arbitration

A customer may report any disputes or claims to any of the Bank's customer care centres at the Bank's branches;

Any dispute arising out of or in connection with this GTC that is not resolved by Bank's customer care centre representatives shall be resolved in accordance to the applicable laws

The customer submits to the jurisdiction of the High Court of Kenya in Nairobi in the event of any dispute arising in respect to the GTC.

3.38 Applicable Laws

In addition to the Laws of Kenya and the GTC, other Laws and regulations (as amended from time to time) affecting the customer's accounts and/ or cards shall apply including but not limited to:

Tax Laws and regulations of local and other foreign jurisdictions including United States Foreign Account Tax Compliance Act (FATCA); and

Any other applicable International Laws or Laws of other jurisdictions to enable the Bank to comply with its obligations pertaining to its operations.

DECLARATION

I/ We have read, understood and undertake to comply and be bound by the terms and conditions and tariffs and General Terms and Conditions in force, which were availed on the Bank's website.

Name of Customer_____ Signature

Date

D

D

M

M

Y

Y

Y

Y

Name of Customer_____ Signature

Date

D

D

M

M

Y

Y

Y

Y

FOR OFFICIAL USE ONLY**CUSTOMER INFORMATION CHECKLIST**

Valid identification documents obtained and authenticated as per procedure

Yes ☐No ☐

All customer contact information obtained

Yes ☐No ☐

Photographs obtained/Captured and authenticated

Yes ☐No ☐

Mandated signatures obtained

Yes ☐No ☐

Joint applicants forms attached

Yes ☐No ☐

Debit card ordered

Yes ☐No ☐

PEP Status checked

Yes ☐No ☐

Statement request completed

Yes ☐No ☐

PEP Relation

Executed indemnity form

Yes ☐No ☐

Executed FACTA form for USA

Yes ☐No ☐**INTRODUCER DETAILS**

Diaspora Sales Rep/Staff Name

Diaspora Sales Rep

Mobile Number

Account Number

Introducer Signature

AUTHORITIES AND APPROVALS (BRANCH SERVICE DESK OFFICER/ BRANCH MANAGER)**Account Opened By:**

Name: _____ Signature

Date:

D

D

M

M

Y

Y

Y

Y

Account Authorized By:

Name: _____ Signature

BM Stamp

Date:

D

D

M

M

Y

Y

Y

Y

Review Date:

D

D

M

M

Y

Y

Y

Y

PEP Status_____

