

The following general Terms and Conditions apply, subject to any further agreement in writing and subject to the laws of Kenya. Specific terms apply to specific Account products and services and are available to Customer upon request.

1. Interpretation

In these General Terms and conditions the expression “the Customer” shall include all persons, firms, partnership, or corporate body. The expression in the Bank shall refer to consolidated Bank Limited. In this agreement “he” “his”, “him” “you” “your”, mean any Customer operating an Account and includes (where appropriate) any person the Customer authorizes to give instructions on the Customer’s Account.

References to the masculine includes a reference to the feminine and neuter gender and vice versa; and words importing the singular number only include the plural number and vice versa

2. Definitions

Account : shall be mean any savings Account, current Account, transactional Account, fixed deposit Account, call deposit Account, foreign currency Account , loan Account or any other Bank Account opened at the Bank pursuant to the Customer making an application and which has been registered for use within the platforms available either at the Branch network, Automated Teller Machines (ATMs), the mobile Banking service or the Internet Banking service or any other platform the Bank may introduce.

Customer: shall mean the natural person or legal entity acquiring services from the Bank, and shall include the Customer's agents and permitted agents.

Bank: shall mean Consolidated Bank of Kenya Limited or any successors or assigns.

Branch ; a Branch or Branches of the Bank , which may from time to time be specified by the Bank to the Customers .

Business Day: shall mean a day , other than a sunday or a public holiday in kenya, on which Banking institutions are generally open to conduct normal Banking hours in Kenya or ordinarily open to effect the transactions contemplated in these terms .

Systems shall mean Mobile Banking, Internet Banking and any other communications software enabling the Customers to communicate with the Bank .

Request : a request or instruction received by the Bank from the Customer to communicate with the Bank for purposes of the service .

3. Customer’s instructions

The Customer hereby authorizes and directs the Bank to honor and to debit to his Account all cheques, drafts, bills, promissory notes, acceptance, negotiable instruments and order drawn, accepted or made out in accordance with the operational instructions held by the Bank from the Customer or authorized agent or mandated Account holder and to carry out any instructions he may give in connection with the Account notwithstanding that any such debiting or carrying out may cause his Account to be overdrawn or any overdraft to be increased . Where no overdraft has been agreed or the limit of the overdraft has been reached, the Bank may at its discretion refuse to carry out any instructions which would result in there being an overdraft or

an overdraft greater than that agreed, as the case may be or may carry out such instructions at the sole risk and liability of the Customer notwithstanding that this may result in there being an overdraft or an overdraft greater than that agreed. The Bank has the sole discretion to return any cheques paid out of any Account whose overdraft limit has been exceeded or any cheques in which in the Bank’s opinion if paid would cause the Account to be overdrawn or where the Customer’s Account is at minimum balance or where an, overdraft has been agreed. .

The Bank may in its absolute discretion , decline to act on or in accordance with the whole or any part of an instruction pending further enquiry or the Customer’s further confirmation (whether written or otherwise).The Bank shall however, not be under any obligation to decline to act in any case , and shall in no event or circumstance be liable for not so declining.

You confirm that you shall release from and indemnify the Bank against all claims , losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to our acting in accordance with the instructions or having exercised (or failed to exercise) the discretion conferred upon the Bank.

You acknowledge that, to the full extent permitted by law, the Bank shall not be liable for any unauthorized drawing,transfer, remittance, disclosure, any activity or any incident on your Account by the fact of knowledge and or manipulation of your password, Identity or any means whether or not occasioned by your negligence.

3. Authorized signatories and agent

The Customer will give the Bank in a form acceptable an acceptable specimen signature of every person authorized by the Customer to operate the Account. Unless otherwise agreed, all signatories are entitled to withdraw all or any of the Customer’s property or securities held by the Bank from time to time and overdraw any of the Customer’s Account provided it is done in accordance with the mandate. Notwithstanding any authority given to an agent 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 agent pursuant to or in breach of Custom's agent's authority together with all interest thereon as determined solely by the Bank and the Customer shall indemnify the Bank (on a full unqualified indemnity basis) in respect of all liability (which liability shall include without limitation all losses, actions, costs ,claims, damages, charges, taxes, legal and other professional fees and expenses (including any taxes and duties where applicable) which the Bank may incur or suffer as a result of anything done or omitted to be done by the Customers agent pursuant to the authority given to the agent or in breach of such authority

4. Set-off and Consolidation

The Bank may at any time without notice notwithstanding any settlement of Account or other matter whatsoever combine or consolidate all or any of the Customer’s then existing Accounts and Accounts in the name of the Customer or of the Customer jointly with others that is:

- (i) Any other Account whether current , loan , savings ,fixed,call deposit
- (ii) Foreign currency deposit, or of any other nature whatsoever whether subject to notice or not and whether in Kenya shillings or in any other currency.

set off against any Account or indebtedness of the Customer.

The Bank may without notice to the Customer transfer or set off his Account against any other Account or indebtedness or to the credit of anyone or towards satisfaction of any obligations and liabilities of the Customer to the Bank whether such liabilities be present, future, actual ,contingent, primary ,collateral, several or joint in respect of which the Customers is liable notwithstanding that some other persons may also be liable in respect thereof.

The Bank is hereby irrevocably authorised 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

pursuant to condition above. The foregoing provisions of this clause 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.

5. Simultaneous order in excess of funds

Where the Bank receives several orders at approximately the same time, the total amount of which exceeds the available assets of or the credit granted to the Customers, the Bank may honor the orders in whatever manner it deems fit within the limit of the available assets of or the credit granted to the Customers.

6. Bank charges and expense interest

The Bank is entitled to be paid by the Customer and debit the Customer's Account with:

a) unless agreed in writing, interest on overdrawn Accounts (including penalty interest), loan Accounts or any other facility granted by the Bank at a rate, which may be different for different Accounts. The Banks will within thirty (30) days prior, advise the Customers on changes to interest rates for different Accounts through post, sms, electronic mail, facsimile transmission, putting notice in the Branches or by advertisement in a daily newspaper with national circulation published in the Republic of Kenya.

b) Costs and Charges incurred by Bank in any legal, arbitration or other proceedings arising out of any dealings in respect of the Customer, including commission levied for various services provided by the Bank at such rate and at such a time or times as the Bank decides or as provided under the Bank's tariff sheet which could be revised from time to time, with the Bank reserving the discretion to charge different rates for different Accounts.

c) All other expenses and charges including but not limited to ledger fee, disbursement fees for cheques books, postage, cables, telephone calls, taxes, duties, imposition and expenses incurred in complying with the Customer's request or incurred in the ordinary course of the Customer's dealings with the Bank.

6B. Errors of Transmissions and inadequate Execution of Orders

All payment orders, exchange operations and sales or purchases of stocks, bonds or shares in Kenya or elsewhere, undertaken by the Bank for the Account of the Customer shall be at the Customer's own expense. Neither the Bank or any of its agents or correspondents nor any employees shall be liable for any mutilation, interruption, error or transmission, omission or delay occurring in any transaction medium (including without limitation, cables, airlines, courier services and telex and facsimile systems) however occurring

7. Statements of Account

Statements of Account will be issued at the sole discretion of the Bank and or on such other terms as mutually agreed between the Bank and the Customer and shall be send either in paper form or electronic form to the last known address of the Customer.

The contents of any statements of Accounts or statements of any other nature which send by the Bank to the Customer, and to which the Customer has not objected to within 30 days of its date thereof, shall be deemed to have been approved and accepted the correctness of the statement by Customer.

8. Customer to inform the Bank and lodging complaints

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

The Customer shall inform the Bank of any matter relating the Customer's Account in respect of which the Customer requires action from the Bank within a reasonable time (as determined by the Bank).

Whereas the Bank will take reasonable care to comply with the Customers communications, the Bank will nevertheless not be liable for failure to comply with any communication received from the Customer

9. Payments by third parties

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

9B Use of Automated Teller Machines and cards

9B.1 The Bank will issue the Customer with a card(s) if the Customer is eligible for the service subject to payment of such tariff as the Bank may impose from time to time.

9B.2 The card must be signed for by the Customer immediately on receipt and may only be used by the Customer subject to the terms and agreements governing the card.

9B.3 The Bank may decide at its discretion to withdraw the right to use the card, refuse to renew, replace or reissue the card or refuse any request or authorization.

9B.4 The Customer and any joint card holders will jointly and individually be liable for all card transactions debited to the Customer's Account.

9B.5 The Bank will not be liable, responsible or Accountable to the Customer in any way whatsoever for any loss, injury or damage arising from the use of any of the Consolidated ATM.

9B.6 The Bank shall be entitled to charge the Customer for the replacement of any Card whether upon loss, destruction, expiry or otherwise

10. Deposits of cheques

- a) All cheques or other orders for payments of whatever nature are accepted for deposits or collection at risk of the Customer. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the Bank is entitled to debit the Customer's Account with the amount previously credited (taking into Account any exchange fluctuation where relevant) in respect of that cheque or order, together with interest since the date of crediting, if the Account hereby is over drawn and any Bank charges incurred thereby.
- b) A duplicate deposit slip duly stamped and signed is a necessary but not sufficient evidence of cheque deposit
- c) The Bank shall be entitled to recover from the Customer, by debiting his Account any money credited to the Customer in error and the Customer shall be liable to refund any shortfall, forthwith, to the Bank.

11. No duty on Bank to protest

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

12. Repayments of overdrawn Accounts

The Bank is entitled to, without prior notice, debit and to use any credit balance in any Account that you may have with the Bank, to set-off any amount you owe the Bank. A letter of demand may be sent demanding payment of the overdrawn amount costs, and any outstanding Bank fees and charges including interest at any rate or rates as the Bank may determine from time to time not exceeding the maximum permitted by law.

13. Lien

- a) When the Customer is indebted to the Bank, the Bank shall have a general lien overall the property/assets of the Customer in the Banks possessions, including but not limited to cash, goods, securities or valuable deposited for the safe custody or as security, cheques presented for repayments, bills and any other property movable or immovable charged to secure repayment of any money whether or not that money has been repaid, and also overall property over which by the general law the Bank has lien
- b) Where the Customer is indebted in circumstances giving the Bank a right of set off, all securities as set out in paragraph (a) hereof will be held as securities for the debt.
- c) The Bank may at any time give the Customer not less than 14 Days notice in writing to pay in full an accrued debt.
- d) The Bank may at any time after giving the Customer notice in writing dispose of and realize (without thereby incurring any liability to the Customer) any of the Customer's assets/property referred to in clause 13 (a) above to discharge the debt and the Customer hereby constitutes the Bank as the Customer's attorney for the purpose of conducting the sale, giving title to the assets /property sold and any transaction necessary to facilitate realization of the security. Any sum remaining after such a transaction will be held for the Customer subject to these terms and conditions.
- e) The Bank is under no obligation in respect of any sale under sub-clause (d) other than for mala fides.
- f) Funds in foreign currencies, which are subject to the Banks 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 the exchange fluctuations.
- g) Deposits including those held in foreign currencies and for a given period of time may set off against debts notwithstanding that the time of the deposits have not expired.

14. Variation and termination of relationship

The Bank may at anytime and 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 credit which it has granted and require the payment of the outstanding debts resulting there from within such time as the Bank may determine.

The Bank may at any time freeze any Account of the Customer if and so long as there is any dispute or the Bank doubts for any reason (whether or not well founded) as to the person or persons entitled to operate the Account without any obligation to

institute interpleader proceedings or take any step of its own initiative for the determination of such dispute or doubt.

Upon termination, the Customer must return all plastic cards, unused cheque books and any stationery including computer Banking software provided by the Bank and the Bank shall not assume any liability for Customer's failure to deliver the same to the Bank

Without prejudice on the to the foregoing and Bank's right to close the Customer's Account generally, the Customer must specifically request the Bank to close the Account by giving the Bank sufficient notice

15. Cheque Books

- a) The cheque books are issued subject to the Customer agreeing to use the cheque book with the utmost care.
- b) The Customer further agrees to ensure
 - (i) That all unused cheques forms are kept in safe custody at all times and fully Accounted for.
 - (ii) That the Bank is informed immediately upon discovery by the Customer that any cheque book or any cheque form has been stolen, lost or mislaid
 - (iii) That any person preparing the cheque is authorized to do so.
 - (iv) That any cheque is prepared and signed in ink or other indelible writing material.
 - (v) That the amount of any cheque is written as near as possible to the left side of the block for filling to prevent any unauthorized additional of letter or figures
 - (vi) That any cheque is signed by authorized signatory and has no alterations.
 - (vii) That no uncompleted/blank cheque form is given to a stranger or any other person not authorized..
 - (viii) The collection of cheque books shall be done by the holder of the Account, and the Customer shall sign an acknowledgement of the receipt of the cheque book. The Bank shall not release the cheque book to any person other than the Account holder or his authorised representative authorised to operate the Account under the mandate signed by the Customer.
- c) The Customer is advised that:
 - i. where possible any completed cheque should be crossed with two distinct lines in order to make the cheque negotiable only through the Bank and
 - ii. If it is known with which Bank the beneficiary of a cheque keeps his Account then the name of the Bank should be added to the crossing in order to make the cheque negotiable only through that particular Bank.
- d) Cheques are drawn on the Banks form in the manner specified
 - i. On receipt, of written notice from the Customer to stop payment of a cheque the Bank will immediately stop payment of the cheque and require that the Customer or authorized representative thereof to sign a disclaimer in the form approved by the Bank and settles any charges levied for stopping the Cheque. The Bank will register instructions from the drawer of the cheque to stop payment of it but will not undertake any responsibility in case these

instructions are overlooked. The Customer shall take all reasonable steps to search for the lost cheque and shall in immediately notify the Bank when the lost cheque is found

- iii. Upon closure of any Account the Customer will return to the Bank any incomplete cheque forms relating to the Accounts .

The Bank has absolute discretion to refuse payment of any cheque not drawn on the Bank's cheque form in the manner specified by the Bank

16. Drawing of cash

a) The Bank will pay cash to Customer where the cheque is signed in the presence of a teller by an authorized signatory or by authorized signatories . Where cash cheques are presented by the employees or other known agents of the Customer the following steps will be taken :

- i. The employees or the agent will be identified before hand in a manner acceptable to the Bank .
- ii. A limit on such drawings will be agreed in writing with the Bank and until such limit is agreed , no drawings will be allowed under this paragraph .

b) Where the Customer requests that payments be made under paragraph (a) the Customer hereby indemnifies the Bank in respect of all payment made to the presenter of the cheque whether or not the money was received by the Customer and whether or not the order for payments was in fact the order of the Customer.

c) The Bank shall not be liable in any way to the Customer for having honored even negligently any cheque the signature or content of which has been forged if :

- i. The Customer has facilitated such forgery either by failure to comply with any of the conditions contained in clause 16 hereof or by negligence in any way : or
- ii. There has been a previous forgery of any cheque of the Customer having not objected to the first statement of Account which debited such cheque as provided by clause 16 hereof or
- iii. An employee , servant, agent contractor or persons known to the Customer perpetrated the forgery.

17. Validity of Documents

The Bank is not responsible for authenticity , validity , regularity or value of documents including but not limited to bills of lading , delivery orders , consignments documents , receipts , warrants and insurance policies

18. Holding and Credit in Foreign currency

Subject to all laws and government regulations applicable.

- a) The Bank will credit the counter value for the Customer 's holding foreign currencies to Accounts with its corresponding value in various countries of origins
- b) Such Accounts are in the Bank's name, but any items belonging to the Customer are at the Customer's risk , and the Customer accepts responsibility for any ensuing consequences, including but not limited to consequences of legal, fiscal, or other measures affecting the Accounts . Except in the case of an assignment by the Customer to the Bank , the Customer may

dispose of such funds only by means of request for cheques or any transfers in the original currencies at the Bank's option ;
c) All credit granted in foreign currencies are also subject to this clause

19. Payment Abroad

The Bank will use its sole discretion when deciding the method by which your instructions will be transmitted .The Bank will use as a paying Bank either the paying Bank nominated by you or any Bank of the Bank's or another Bank's choice in the country whose currency is being remitted and /or the country where the beneficiary resides.

20. Communications

- a) All notices , statements , letters and other communications from the Bank will be sent to the last known address and the date on the Bank 's copy of any such communication shall be taken to be the date of such dispatch in the absence of proof to the contrary.
- b) Any written communication from the Bank to the Customer including but not limited to any notice given pursuant to this Terms and Conditions shall be deemed to have been received by the Customer; if delivered, at the date and time of delivery; if sent by post, five (5) business days after posting if sent to a Kenyan address and seven (7) business days after posting if sent to an address outside Kenya ; If sent by SWIFT, when the acknowledgement SWIFT message is received ; and ,If sent by e-mail, short message service (SMS) or facsimile (fax),on completion of the transmission.
- c) The Bank or any of its officials shall not accept liability for damages 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 third party , by delivery , post , fax , telephone , e-mail, SMS, telex or any other means of communication
- d) Changes in Customer address and or contact details must be notified immediately to the Bank in writing .

21. Marginal Notes

Marginal notes contained in these General Terms and Conditions are for information purposes only and are not conclusive as to the contents of the clause they relate to

22. Confidentiality and Disclosure to third parties

The Bank shall keep the information of the Banking relations with the Customer confidential, however the same is subject to the following exemptions:

- 22.1. Compulsion by law -Disclosure shall be made upon the Bank receiving an order from an authorised authority where the information is in aid of a third party tracing claim; or, pursuant to a specific statutory jurisdiction
- 22.2. Duty to public -Where the Customer's dealing is posing a danger to the state or public duty which may supersede the duty of the Bank to the Customer.
- 22.3. The Bank's interest -Where the Bank's own interest justifies the disclosure.
- 22.4. Where the Customer has given consent for disclosure
- 22.5. Where the disclosure is to other companies in the same group as the Bank to assist the group companies in the marketing of investments and insurance products or to protect group companies by informing them of a Customer's default in repayment of its indebtedness
- 22.6. Disclosure to credit reference agencies and or bureaus, this will be done by giving the Customer at least 28 days notice of the intention to disclose.
- 22.7. Banker's references -Where the Bank is acting within the scope of Banking business and subject to the Banking code of practice, when answering

inquiries from another Bank acting on behalf of the Customer. This will be an opinion as to the Customer's ability to support or undertake a financial transaction or commitment

23. Borrowing from the Bank

23.1 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 with interest, commission and other Banking charges (including legal charges) incurred in connection with any borrowings. Nothing herein constitutes approval of overdraft facility.

Any such facilities must be applied for 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.

23.2 The use of existing fixed deposit as collateral for credit facility(ies) will be at the Bank's discretion and will be subject to a review of the existing interest rate granted on the deposit .

23.3 The Bank may make credit reference agency searches and other inquiries when the Customer asks for any borrowing products or if the Customer requests an increase in overdraft or to increase borrowing from the Bank at the Customer's cost.

The Customer hereby authorizes the Bank to share information with the Credit Reference Bureau.

24. Responsibility for Borrowing

24.1 Individuals and sole traders are personally liable for any money owed to the Bank.

24.2 Joint Account holders and partnerships are jointly and severally liable for money owed to the Bank even if one of the Account holders has subsequently ceased to be a partner unless there is an agreement between the Bank and the Customer in writing on the same.

24.3 Individuals authorized to give instructions on Account of Clubs, Charities, Churches and Societies are individually and jointly liable for money owed to the Bank, unless otherwise agreed with the Bank.

25. The Bank's Liability to the Customer

a) Subject to all applicable laws and other provision of these Terms and Conditions, the Bank will be liable to the Customer for any loss, injury or damage resulting from any willful or negligent failure, delay or error in carrying out the Customer's clear and unequivocal instructions, but the Bank's liability will be lower of:

- i) The amount of such loss, injury or damage; and
- ii) The amount of any interest not received or any interest that the Customer has to pay as a result of such failure, delay or error.

b) The Bank shall not be liable to the Customer for not acting on the Customer's instructions for any reason under aforementioned conditions or if the Bank cannot carry out its responsibility under these conditions as a result of anything the Bank cannot reasonably control, these include but not limited to machine failure and industrial disputes.

c) That the Bank shall not be liable in any circumstances for any losses which are not direct, or which it could not have reasonably foreseen. The Bank shall not be liable for any consequential loss or loss of profits/or reputation.

d) If the Bank suffers losses, costs, or other expenses as result of any breach of this agreement by any Account holder, then the Account holder shall be liable for these.

26. Indemnity

The Customer undertakes to defend, fully indemnify and hold harmless the Bank, its employees, its independent contractors and agents, from and against any and all claims, actions, liabilities, costs, or demands, including without limitation legal and Accounting fees, for all damages directly, indirectly, and or consequentially resulting or allegedly resulting from the breach and or enforcement of this terms and conditions.

27. Death/mental Incapacity Of Sole Account Holder

The Bank will not be liable to act on any instructions given until duly confirmed letters of administration are availed. In case of mental incapacity a court order appointing a guardian ad litem must be availed for authority to operate the Account

28. Waiver

No failure or delay by the Bank in enforcing or requiring compliance by the Customer with any provisions in these terms and conditions will impair or operate as a waiver of any such provisions nor any of the Bank's rights nor will it constitute a novation thereof.

22. Mobile and Internet Banking

These terms and conditions together with the application made by the Customer and as accepted by Consolidated Bank shall form the contract between the Customer and consolidated Bank and shall be further subject to such terms as consolidated Bank may agree with the other services providers , aiding consolidated Bank in providing the Facility . These terms and conditions shall in addition to and not derogation of the terms and conditions governing and related to Consolidated Bank Mobile Banking , Electronic Products , and the Account and / or any other product / services provided by Consolidated Bank and its Affiliates . By registering for the facility , the first time (and every time thereafter), the Customer acknowledges and accepts (and reaffirms his acknowledgement and accepted of) these terms and conditions , to the fullest extent possible .

Terms and conditions

1. The Customers shall apply to the Bank for Mobile Banking and Internet Banking service (and / or for any changes to the options available under the facility) by application through forms as prescribed by the Bank from time to time specify . Customers shall inter-alia provide a Mobile Number which is not already used for MOBILE BANKING AND INTERNET BANKING SERVICE provided by the Bank.
2. The Bank will from time to time determine or specify at its discretion the scope and features of the MOBILE BANKING AND INTERNET BANKING SERVICE & E-Banking products and the Bank shall be entitled to modify , expand or reduce these services at anytime at its discretion and without notice to the Customer. It will be the responsibility of the Customer familiarize and keep updated with these changes.
3. Customers application for Mobile Banking and Internet Banking shall be accepted only after authentication of the Customer through any mode of verification as may be stipulated by the Bank from time to time as may be decided at the discretion of the Bank. The Bank reserves the sole and absolute discretion to either accept or decline any application.
4. Customer, by making request for transactions from his mobile phone in the format prescribed by the Bank irrevocably and unconditionally authorizes the Bank to access all its Account linked to Mobile Banking and Internet Banking and Internet Banking Service for affecting the transactions and also share the information regarding his Account with the service providers or any third party as may be required for effecting the transactions and also share the information regarding his Accounts with the service provider or any third party as may be required for effecting the transaction
5. The Bank shall endeavor to carry out the instructions promptly , however it shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever including but not limited to failure of operational systems , failure at mobile operator end or due to any requirement of law .Further, the Bank will not be held responsible for non-delivery or delay in delivery or wrongful delivery of the service, as a result of the failure of the mobile telephony connectivity or Internet connectivity.
6. The Mobile Banking and Internet Banking service may, without prior notice be terminated , be suspended or terminated by the Bank for any reason whatsoever, including and without limitations to , invalid data, closure of related Account(s), breakdown , maintainnce, modification , expansion and or enhancement work caused or initiated by the telecommunications company(s) concerned in relation to their network or by any service provider in respect of the SMS Banking . The Bank will not assume any liability or responsibility for any such suspension or termination . Customer should know that request for transactions , once made through his mobile phone are non retractable as these are processed instantaneously and on a real time basis. Therefore Customers

should take sufficient care while making a request for the transaction from his mobile or internet.

7. Customers shall be solely responsible for accuracy and authenticity of the request made by him/her for information / transaction . The Bank shall not be liable for consequences arising out of erroneous information provided by the Customer
8. If the Customer suspects that there is an error in the information provided to him by the Bank , he / she shall advise the Bank as soon as possible . the Bank shall endeavor to correct wherever possible on a best effort basis . The Bank shall however not be liable for any inadvertent error which results in providing incorrect information to him
9. The Customer is solely responsible for protecting his Personal Identification Numbers (PIN) and mobile phone . Consolidated Bank shall not be liable for any losses arising out any fraudulent or unauthorized use of PIN or mobile phone of the Customer. All requests emanating out of Customers mobile/internet with correct PIN shall be treated as genuine request and shall be acted upon by the Bank as such whether or not actually initiated by the Customer
10. The Bank shall endeavor to maintain the secrecy and confidentiality of Customers Account to the best of its abilities . The Bank however shall not be liable if the Customer 's Account are compromised on Account of breach of secrecy , denial of service on Account of hacking / other technological failures
11. If a Customer changes his/ her mobile number or email address or any information that may affect the Customer's ability to access the services herein, he/she should notify the Bank and accordingly update such change for Mobile Banking and Internet Banking services in the form and manner prescribed by the Bank. The Bank shall not be held liable for sending information to your mobile telephone number or email address as contained in the Bank's records at any given time.
12. The Customer shall promptly notify the Bank of any changes to information provided to the Bank related to or for purposes of the Mobile Banking and Internet Banking service including changes of email address or details of the Customer's designated mobile phone number and the telecommunication company providing or servicing it . In addition, the Customer shall promptly inform the Bank of any loss or theft of their Mobile phone or an authorized access to the services herein . The Bank shall not be held liable for any losses resulting from the loss of SIM Card &/cell phone, compromised PIN/password however caused.
13. The Bank may send message to the Customers n regarding products/ services of the Bank , or any other promotional message that the Bank may consider from time to time appropriate
14. Customer can request for termination of his Mobile Banking and Internet Banking service by visiting his Branch and submit his request in the form and manner prescribed by the Bank for this purpose..
15. It shall be the Bank's endeavor to give a reasonable notice for withdrawal or termination of Mobile Banking and Internet Banking service , but the Bank may at its discretion withdraw temporarily or terminate the MOBILE BANKING AND INTERNET BANKING SERVICE either wholly or partially anytime without giving prior notice to the Customer . MOBILE BANKING AND INTERNET BANKING SERVICE may be suspended for any maintenance or repair work ,any emergency or security reason without reason without proper notice and Bank shall not be liable for denial of Mobile Banking or Internet Banking service.
16. The Bank may at its discretion changeand vary the terms and conditions as mentioned here anytime as it deems fit.The Bank will make reasonable effort to notify the Customer of any changes or updates.
17. Any dispute or difference arising out of or in connection with Mobile Banking and Internet Banking Service shall be subject to exclusive jurisdiction of Kenya Courts.
18. any notice from the Bank to Customers may be made in such manner and by such means of communication as the Bank shall deem fit, including and without limitation to ,use of direct mailing material , advertisement , Branch display , electronic communication such as e-mail.
19. The Bank reserves the rights to charge fees for the provision of the Mobile and Internet Banking servicesand for use of all or part of

Service(s).By accepting this terms and conditions, the Customer hereby authorizes the Bank to debit fees and related charges or costs from the Customer's Account. The reserves the right without notice,to terminate the provision of these services where the Customer fails to pay any fees, charges and or costs levied.

Disclaimer of liability

- 1) Consolidated Bank is in no way liable for any error or omission in the service provided by any Mobile or any third party services provider (whether appointed by consolidated Bank in that behalf or otherwise) to Customer, which may affect the facility .
- 2) Consolidated does not warrant the confidentiality or security of the message whether personal or otherwise transmitted through the facility . consolidated Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the Facility
- 3) consolidated Bank shall under no circumstances be held liable to the Customer if the facility is not available or there is any delay in the caring out of the instructions for any reason whatsoever including but not limited to natural calamities , legal restraints , faults in telecommunication network or network failure or any other reason beyond the control of consolidated Bank . without limitations to the other provision of these terms and conditions , consolidated Bank , its employees ,agent or contractor s, shall not be liable for any loss or damage whether direct, indirect or consequential , including but not limited to loss of revenue , profit , business, contracts , anticipated v savings or goodwill , loss of use or value of any equipment including software, whether foreseeable or not ,suffered by the Customer or any person howsoever arising from or relating to any delay , interruption , suspension , resolution or error of consolidated Bank in receiving and processing the request and in formulating and returning responses or any failure , delay, interruption ,suspension ,restriction , or error in transmission of any information or message to and from the telecommunication equipment of the Customer , consolidated Bank systems or the network of any cellular service provider and /or any third party who provides such services as is necessary to provide the Facility . illegal or improper use of the facility by the Authorized user or any other person shall render the Customer and Authorized user liable for payment of financial charges as decided by Consolidated Bank and /or will result in suspension of the facility to the Customer
- 4) Notwithstanding anything to the contract stated herein, Consolidated Bank shall not be involved in or in any way be liable to the Customer for any dispute between the Customer and a cellular services provider or any third party service provider(whether appointed by Consolidated Bank in that behalf or otherwise)
- 5) The service will only be provider through the mobile service provider(s) or third party(s), the Bank may at its sole discretion, determine from time to time.Further, the services will ONLY be available where the chosen mobile service provider(s) and or third party provide mobile telephony and/or internet connectivity.
- 6) The Bank shall not be held liable for the quality of service(s) of the mobile service provider (s) or third party and gives no warranty with respect to the quality of service(s) by the mobile service provider or any third party.
- 7) It shall be the sole responsibility of the Customer to familiarize himself with the operating procedures for the services as will be provided by the Bank upon registration to the service.The Bank will not be liable for any losses incurred as a result of the Customer's errors either of commission or omission.

Indemnity

- 1) The Customer holds consolidated Bank / itself , harmless against any loss incurred by the Customer due to failure in the network of the

mobile service provider . The Customer agrees to indemnify and hold Consolidated Bank harmless for any losses occurring as a result of the Customer permitting persons to use the facility through any means

- 2) In consideration of the Consolidated Bank providing the facility , the Customer agree to indemnify and keep Consolidated Bank safe and harmless from and against all action , claims , demands , proceedings ,loss, damages, costs, and expenses whatsoever which Consolidated Bank may at any time incur, sustain , suffer or be put to as a consequence of or arising out in good faith for acting on or omitting or refusing to act any instructions given by use of the facility.

ACCEPTANCE

I,..... P O Box
..... hereby acknowledge that we have read,understood and accepted the terms and conditions mentioned above and confirm our intention to be bound by the said terms and conditions.

Date:.....

Signature:.....

ACCEPTANCE

I,..... P O Box
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