

ONLINE BANKING GENERAL TERMS AND CONDITIONS

1. Introduction

These terms and conditions shall apply with regards to the use of the Online Banking service (hereinafter referred to as "the Service") provided by Chase Bank Kenya Limited (hereinafter referred to as the "Bank"). You are hereby requested to read and understand these Terms and Conditions before you subscribe to the use of the Service. By accepting these terms and conditions, you acknowledge that you have read, understood and agree to be bound by them. Where any clarification is sort with regards to the interpretation and/or effect of these terms, please contact the Bank directly through its countrywide branches or through the Contact Centre numbers availed in the Bank's Website.

These Terms and Conditions shall be read in conjunction with the Account Opening Terms and Conditions. In the event of any conflict between the two, these Terms and Conditions shall prevail.

2. Definitions

In this document the following words and phrases shall have the meanings set below unless the context indicates otherwise:

"The service" refers to this online banking service offered by the Bank and which provides the services such as **enquiry about balance in the Account, details about transactions in the Account(s), statement of Account, transfer of funds, bill payment** and any other service as the Bank may provide from time to time through the internet.

"Account(s)" refers to your bank account maintained with the Bank.

"Customer" refers to you.

"CBK" refers to the Central Bank of Kenya.

"User" refers to you or an authorized user selected by you.

"Authorized User" refers to you or any other person that you have authorized to use the service on your behalf.

"Password" means a sequence of a minimum of length 6 characters (consisting of both alpha and numeric) used by the User to access the service and includes the password first issued by the Bank to you.

3. Your Responsibilities for Security

You are advised that this service is a target for fraud scams and as such you should take the necessary precautions to safeguard it against more common scams which include but are not limited to:

Phishing: this takes the form of communication (e.g. emails) that claim to be from the bank or other organizations but are actually sent to you by fraudsters to try and obtain your security details. The Bank does not require, and shall not request for your security access details over email.

Spyware: is a type of computer virus that can be installed on your computer without your knowledge. It is capable of monitoring your activity, capturing your security codes and other personal information. To make sure you don't become a victim of spyware; make sure you have up-to-date anti-virus and anti-spyware software installed.

3.1 Access:

For you to access this service, you shall be issued with a default password which you shall be required to change immediately upon login. You are required to comply with all requirements, instructions and specifications including without limitation any registration and activation procedures as may be prescribed by the Bank from time to time with regards to Safeguarding your Password.

In connection with safeguarding your password:

- a) You should change your Password regularly and whenever the Service requires you to do so. You are also advised not to choose a Password that you had selected and used before;
- b) You must choose a Password that is not likely to be guessed by anyone trying to access the Service. For example, you should avoid your own name, your birthday, or any part of your telephone number. Moreover, you must take all reasonable steps to ensure that you safeguard your password at all times. You must not disclose any details of your Password to anyone else, not even to a member of our staff or to someone giving assistance on a technical helpdesk in connection with the Service;
- c) You must not record your password in a way that could make it easily identified by someone else.
- d) You are requested to contact the Bank if you discover or suspect that your password or any part of it has been known by someone else. Where such an event occurs, you are requested to immediately change the Password or request the bank to suspend the use of the Service until a new password is sent to you.

3.2 Checking your statements

You are requested to ensure that you review your statements in order to ascertain that all the transactions noted were validly carried out by you. You should contact the Bank immediately should you be in dispute over certain entries or transactions in your statements.

3.3 Other security safeguards

You should not reveal your password to any other party (unless the disclosure is to an authorized user) and you should take all necessary steps to prevent its disclosure to any other party. You should not allow an unauthorized user to operate the Service on your behalf. You shall promptly report or inform the bank where the same shall be disclosed or discovered by any other party.

You should comply with any other requirements designed to enhance the security of the Service. Should you continue to use the Service after such enhancements have been added, you will be deemed to have accepted them.

4. Appointment of authorized users:

You may appoint an Authorized user(s) who shall be granted the rights and limits prescribed by you as per the Bank's user profile specifications. Where you appoint an authorized user, you shall take responsibility and shall be liable for all transactions carried out on your behalf. You may however, by written notice, cancel or modify the rights or limits granted to such Authorized Users.

5. Transactional limits:

The Bank may from time to time but upon giving reasonable notice to you prescribe the minimum and maximum transactional limits to be carried out through the service.

6. Dealings in foreign currency:

Any deposit or withdrawal from your Account through the service in any currency other than the currency in which your Account is denominated, will be subject to the Bank's prevailing exchange rates applicable to the currency of the transaction on the day the transaction is processed.

For all foreign currency transactions carried out through the service in the equivalent of USD 10,000, you agree to provide such documents as may be demanded by the Bank and within 1 working day. Such documents may be availed to CBK for examination purposes where the same is requested.

7. Telegraphic Transfers

All Telegraphic transfers/SWIFT messages are to be effected entirely at your own risk. You agree to hold harmless and to indemnify the Bank against any loss, cost damages, expense, liability or proceedings which the Bank may incur or suffer as a result of the Bank acting upon or delaying to act upon or refraining from acting upon your instructions. The Bank shall not be liable for any loss, delay, error or omission which may occur in the transmission or delay caused by the fault or negligence of the receiving Bank. In no event shall the Bank be liable for any loss of profits, indirect or consequential loss or damages.

In the absence of specific instructions, the Telegraphic / SWIFT transfer will be effected in the currency of the country in which the payment is to be made. In case the currency of the Account to be debited is not mentioned, the Bank will effect the transfer to the debit of your account in the order of: a) Same currency account as the

currency of the transfer, if available b) KES account c) Any other currency Account maintained by the Bank.

In the absence of specific instructions, all charges/commissions outside Kenya are to be apportioned on the beneficiary.

The Bank reserves the right to effect any transfer from a different place other than the one specified by the remitter if operational circumstances so require.

The bank will use reasonable endeavours to process all applications received before the specified cut-off time. Conversely all applications received after such cut-off time will be processed on the next working day.

The Bank reserves the right to revise all remittance charges from time to time and without prior notice.

8. Acting on Customer Instructions:

The Bank may take any action which it considers appropriate in order to comply with any policies, laws and regulations it is subject to. Such action may include, but is not limited to: the interception, investigation and requisitions into any payment messages and other information or Instructions sent to or by you through the service.

9. Instructions:

You authorize the Bank to accept, follow and act upon all instructions when identified by your PASSWORD and the Bank shall not be liable for acting upon such instructions in good faith. The Bank shall neither be liable for any loss whatsoever arising out of acting upon such instructions nor be obliged to investigate the authenticity of such instructions or verify the accuracy and completeness of such instructions unless where you have reported the compromise of your Password. Such instructions shall be deemed irrevocable and binding on you upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions. The Bank shall be entitled but not obliged to verify any instructions carried out via the Service by calling back via telephone.

You are entitled to change your PASSWORD from time to time. However, the Bank shall be entitled at its absolute discretion to reject any Password selected by you without giving any reason thereof. Where a Password is rejected, you are requested to select a substitute PASSWORD that shall take effect upon confirmation. When selecting a substitute PASSWORD, you should refrain from selecting any series of consecutive or similar numbers or alphabets or any series of numbers or alphabets that may easily be identified.

The Bank may at its absolute discretion cancel, withdraw, restrict, suspend, vary or modify the Service (whether in whole or in part) and/or the mode(s), method(s) or channel(s) available for accessing the Service upon giving you reasonable notice and the Bank shall not be liable to you for any loss or damage as a result thereof.

You shall be wholly responsible for all transactions executed using the Service and identified by your PASSWORD.

You shall be responsible for obtaining and using the necessary software and/or equipment necessary to obtain access to the Service at your own risk and expense. You shall also be responsible for the performance and security (including without limitation taking all necessary measures to the extent reasonably possible to prevent unauthorized use or access) of the Service.

You represent that, to the best of your knowledge, your platform through which your access to the Service may be effected, is free from any electronic, mechanical, data failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever. You agree that the Bank is not responsible for any electronic, mechanical failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever that may be attributable to the service. The Bank may at its absolute discretion upgrade, modify or alter the platform for accessing the Service at any time upon giving you reasonable notice. Where the Bank has upgraded, modified or altered the Services, the Bank shall provide reasonable period within which you should adjust your own systems to utilize such modified version of the Online System. The Bank shall not support any prior version of the service if you have failed, neglected and/or refused to upgrade to a new version. You shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by you to comply with any of the foregoing. The Bank shall not be liable for any losses, damages, delay or consequences resulting from your default to upgrade the service.

10. Operating Times, Changes and Disruptions

The Bank shall take reasonably practicable steps to have the Service available for use. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it will not always be possible for the Service to be available during its normal operating hours.

The Bank may, at any time, change the mode of operation; add to, remove or otherwise change, end or suspend any of the facilities available; or end the Service. The Bank shall, in any of the preceding events, give you 14 days' notice or whatever shorter period of notice may be reasonable in the circumstances.

11. Intellectual property:

You acknowledge that all proprietary rights relating to and in connection with the Service and all updates thereof, including but not limited to: title, trade mark rights, patent rights and copyright shall at all times vest and remain vested in the Bank.

You agree that the Bank has granted you only a non-exclusive license to use the service for its intended purposes as provided hereunder. You shall therefore not disassemble, de-compile, copy, modify or reverse engineer any such software. Although the Bank shall use reasonable endeavors to ensure that the Service is secure and cannot be accessed by unauthorized third parties, the Bank does not warrant the security or confidentiality of any information transmitted through any relevant Internet service provider.

You consent to the collection, storage, communication and processing of any of the Account(s) balance information by any means necessary for the Bank to maintain appropriate transaction and account records and to the release and transmission to and the retention by the relevant service providers of details of the Account(s), PASSWORD, transaction information and other information to enable your use of the Service.

12. Fees, Commissions and Taxes:

You agree to pay the Bank fees and charges (together with all applicable taxes) applicable to the use of the services and such charges may also be deducted before crediting any received funds into your account.

13. Instructions supplied:

The Bank shall act on all instructions properly issued to it and it does not warrant that it shall be able to hold any remittance instructions even where such instructions are sent to the Bank. You warrant that you shall ensure that there are sufficient funds in your Account. The Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds.

You are responsible for the accuracy of information supplied to the Bank with regards to the use of this service. The Bank accepts no liability for the consequences arising out of the use of erroneous information supplied by you. If you notice an error in the information supplied to the Bank either in the application form or any other communication, you are advised to contact the Bank in order to remedy the error.

14. Liability

You agree to indemnify and hold the Bank harmless against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs) whatsoever and howsoever caused that may arise out of:

- (a) the Bank accepting and acting upon instructions sent to it;
- (b) the improper or unauthorized use or breakdown of the service;
- (c) any inability or delay in accessing the service due to challenges in accessing the Internet
- (d) any delay or failure in any transmission, dispatch or communication facilities.

15. Anti-Money Laundering, Proceeds of Crime and Other Offences

You declare, agree and undertake to the Bank that instructions effected through the service will not breach any Law of the recipient or country of origin.

By accepting these Terms and Conditions you agree that the Bank may delay, or refuse to process any transaction without incurring any liability if the Bank suspects that:

- a) the transaction may breach any Law of the country or any other country;

- b) the transaction may directly or indirectly involve the proceeds of crime, or be applied for the purposes of, unlawful or illegal conduct.

You must provide all information or documents to the Bank where the same is demanded by the Bank in order to manage money-laundering, terrorism-financing risk, economic and trade sanctions risk; or to comply with any prohibitions that may be applicable to the Bank with respect to any transaction.

You also authorize the Bank to disclose any information concerning your account to any law enforcement, regulatory agency, taxation authority or court where such is required in compliance under any Law.

16. Disclosure of Certain Information

By signing this agreement you hereby consent to the disclosure of your information by the Bank and/ or any of its officers or employees to any of the following:

- a) any office or branch of the Bank or its affiliates.
- b) any agent, contractor or third party service provider, or any professional adviser of the Bank or another Group Member;
- c) any guarantor, or third party security provider .
- d) any regulatory, supervisory, governmental, or quasi-governmental authority with jurisdiction over the Bank or another Group Member;
- e) any actual or potential participant or sub-participant in, or assignee, novatee, or transferee of, any of the Bank's rights and/ or obligations in relation to you;
- f) any person to whom the bank is required or authorized by law or court order to make such disclosure;
- g) any person who is under a duty of confidentiality to the Bank;
- h) any bank or financial institution with which you have or proposes to have dealings;

17. Notices:

You agree to notify the Bank in writing or through other means in case of any change in your particulars.

Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under these Terms and Conditions (the "Correspondence") shall be served on you:-

- (a) (where you are an individual, to you or your personal representatives) personally or

- (b) (where you are a corporation or partnership) on any of your authorised officers or partners personally; or
- (c) by sending it to you or to your last address registered with the Bank;
- (d) In the case you are Joint Account holders, to you both. The Bank may at any time at its absolute discretion and upon written notice of not less than 30 days, amend any one or more of these terms and conditions and where you shall, after receipt of such notice of change of terms and conditions, continue to use the Service(s), you shall be deemed to have agreed with and accepted the amendments. You shall be required to discontinue with the service if you do not agree to the amendments.

Where the Bank decides to discontinue the provision of any of these Services, the Bank shall give a 30 days written notice of such discontinuation to you and such notice shall be operative from the date of the notice.

The Bank may notify you of any changes to these terms and conditions by:-

- (a) publishing such changes in the statements of account to be sent to you;
- (b) displaying such changes at the Bank's branches or ATMs;
- (c) posting such changes on the Bank's website;
- (d) electronic mail or letter;
- (e) publishing such changes in any newspapers; or
- (f) such other means of communication as the Bank may determine in its absolute discretion.

18. Advertising & Promotions

The Bank may from time to time advertise products and services through the Service.

19. No waiver:

No failure or delay by the Bank in exercising or enforcing any right or option under these Terms and Conditions shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right as against you or render the Bank responsible for any loss or damage arising therefrom.

20. Amendment

The Bank has the right to change these general terms and conditions at any time by giving you notice either in writing, by placing prominent notices at the Bank's offices or branches or by sending you a message via the Service.

21. Severability:

If any one or more of the provisions in these Terms and Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

22. Governing Law:

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the Republic of Kenya.