



BRANCH: _____

DATE: ___/___/_____

CLIENT ACCOUNT INFORMATION

Surname _____

First Name _____

Other Name/s _____

Personal Mobile Number _____

Residential Address _____

Postal Address _____

Email Address _____

Mobile Banking Number to be registered on M-Banking + 2 5 4 7 _____

ACCESS DETAILS

Please list your account number(s) for access on M-Banking:

Branch	Account Name	Account Type	Account Number
1. _____	_____	<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"/> <input type="text"/> <input type="text"/> <input type="text"/>
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For Funds Transfer Only

Nominate other Accounts that you would like to transfer funds through Mobile Banking

Account Name	Account Type	Account Number
_____	<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"/> <input type="text"/> <input type="text"/> <input type="text"/>
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_____	<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"/> <input type="text"/> <input type="text"/> <input type="text"/>
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Your Mobile banking PIN will be sent to your mobile phone once your application is approved and upon subscription

DECLARATION AND SIGNATURE:

I confirm that the information given herein is accurate and true to the best of my knowledge and no information has been withheld that would affect the outcome of this application.

Name _____

Signature _____

Date _____

FOR OFFICIAL USE

	Name	Signature	Date
Signature & Account details verified by:			
Branch Authorization by:			
Enabled for M-Banking by:			
Checked and verified by:			

FCB Mobile Banking Terms and Conditions

1. Definition:

In these Terms and Conditions, the following terms shall have the following meanings:

- 'Facility'** means the SMS banking facility granted by the Bank to the holder(s) of First Community Bank account or services as determined by the bank from time to time.
- 'Bank'** means any branch of First Community Bank in Kenya with which the Customer's Account is maintained.
- 'Customer'** means the person who holds an Account with the Bank.
- 'MSP'** means any mobile service provider through whom the Customer or the Bank receives the mobile service as notified by the Bank.
- 'Service Providers'** definition includes but is not limited to MSPs, organizations or individuals whose services the bank uses in relation to SMS Banking Services in any capacity.
- 'PIN'** means the 4 digit number as provided to the Customer by the bank for authentication/verification by bank of his/her identity. The customer will be able to obtain a range of financial information as determined by the Bank related to his/her relevant Account(s) through the use of PIN and such other means of identification assigned to the Customer in connection with the Account(s) and Facility.
- 'Alerts'** means the customized messages sent either by short messaging serving/text (SMS) over the Customer's mobile phone, email, fax, or any other modes of communication.

2. Availability

1. The customer has requested for this Facility which the bank at its sole discretion may discontinue at any time without any prior notice.
2. The Bank may wherever feasible extend the Facility to other MSPs from time to time
3. The customer assumes full responsibility for the security and confidentiality of his or her mobile phone, mobile phone number and PIN to be used in initially gaining access to his or her enrolled Account(s) with the bank through the use of his or her mobile phone.
4. The Bank also reserves the right to make any additions or deletions in the services offered through the Facility at anytime.
5. The customer shall inform the bank immediately on surrendering or discontinuing use of the MSPs mobile connection.

3. Process

- 3.1 The Customer is duly bound to acquaint himself with the detailed process for using the Facility and the Bank is not responsible for any errors/omissions by the Customer.
- 3.2 The Bank may, at its discretion, from time to time change the features of any alerts/facilities. The Customer will be solely responsible for keeping himself updated of the available Alerts, which shall, on best-efforts basis, be notified by the Bank through its website or any other legally recognized medium of communication.
- 3.3 The processing of registration form and activation of services shall require a minimum of 5 days from the date of submission of duly filled registration form.
- 3.4 The bank is not bound to acknowledge receipt of any query instructions nor shall the bank be held responsible to verify any instructions. The Bank shall endeavour to provide instructions on a best effort basis and wherever operationally possible for the Bank.
- 3.5 The Customer is solely responsible for initiating in writing to the Bank any change in his mobile phone number and the Bank will not be liable for sending Alerts or other information over the Customer's mobile phone number in any way whatsoever.
- 3.6 The Customer acknowledges that the Facility is dependent on the telecommunications infrastructure, connectivity and services within Kenya. The Customer accepts that timeliness of alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its Services Providers shall be liable for non-delivery or delayed delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.
- 3.7 The Bank shall endeavour to provide the Facility on a best effort basis and the Customer shall not hold the Bank or its Partner(s) responsible /liable for non-availability of the Facility or any loss or damage caused to the Customer as a result of use of the facility (including relying on the Alerts for the Customer's investment or business purposes). The Bank or its Service Providers shall not be held liable in any manner by the Customer in connection with the use of the Facility.
- 3.8 The Customer accepts that each Alert may contain certain Account(s) information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.
- 3.9 The Customer must keep their Mobile Banking Personal Identification Number (PIN) secret at all times. The Customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and /or in case any unauthorized use of his/her mobile banking PIN.
- 3.10 The Customer must keep his/her SIM card and his/her Mobile phone in secure/safe custody at all times. The Customer shall be solely responsible for the consequences in case he/she fails to adhere to the above and /or in case any unauthorized use of his/her mobile phone or SIM card.
- 3.11 By agreeing to the Terms and Conditions of Mobile Banking, the Customer accepts the option to use the enhanced options, as and when they are made available by the Bank, which may include but not limited to making bill payments, transferring from one currency to another. Upon the Bank offering the enhanced options, the Customer shall be advised the fees charged for various options available. Such alerts shall be charged on a per transaction basis or otherwise as determined by the Bank.

4. Additional and Withdrawal or Termination of Facility

- 4.1 The Bank reserves the right to introduce additional services with or without giving any notice to the customer. The bank reserves the right to send messages to the registered Mobile phones regarding its products, services or any related matter; without the express consent of the customer.
- 4.2 The Bank may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Facility.
- 4.3 Notwithstanding the terms laid down in clause 4.2 above, either the Customer or the Bank may, for any reason whatsoever terminate this agreement at any time upon prior written notice. Liabilities incurred by the Customer shall, however survive the termination of this agreement.

5. Fees

- 5.1 The Bank may at any time, at its sole discretion, charge a fee for use of any facility, under a notice to the Customer through any medium available.
- 5.2 The Customer shall pay the Bank fees and charges for the use of the services. In this connection, the Bank is hereby authorized by the customer to debit any of the Customers' Accounts with the Bank.
- 5.3 The Customer shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with the receiving of the Alerts, which may be levied by the MSP as per the terms and conditions of the MSP and the Bank is in no way concerned with the same.

6. Disclaimer

- 6.1 The Bank or its employee/contractual staff will not be liable for: (a) any unauthorized use of Customers PIN; (b) mobile Phone number/instrument or unauthorized access to emails received at his notified email address for any fraudulent, duplicate or erroneous instruments given by use of the same; (c) acting in good faith on any instructions received by the Bank; (d) error, default, delay or inability of the Bank to act on all or any of the instructions; (e) loss of any information/instruction/Alerts in transmission; (f) unauthorized access by any other person to any information/ instructions given by the Customer or breach of confidentiality.
- 6.2 The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Customer and the MSP and makes no representation or gives no warranty with respect to the quality of service provided by the MSP or guarantee for timely delivery of the contents of each Alerts.
- 6.3 The Bank shall not be held liable for any disruption or failure of providing mobile telecommunication services by MSP. The customer agrees that any complaint in connections with the failure of mobile telecommunication services shall be referred to and addressed by the MSP.
- 6.4 All responsibility of use of Facility by secondary cardholder/Joint account holder shall be binding on all joint account holders.

7. Disclosure

The Customer accepts that all information/instructions will be transmitted to and/or stored at various locations and be accessed by personnel of the Bank (and its affiliates). The Bank is authorized to provide any information or details relating to the Customer or his Account to the MSPs and/or any other service providers.

8. Liability and Indemnity

The Customer shall indemnify and keep the Bank and its Service provider(s) free from and against all liabilities, loss, claims and damages arising from negligence, fraud, collusion or violation of the terms of this agreement on the part of the Customer and/or a third party. In addition, the Bank shall not be liable for any expense, claim, loss or damage arising out or in connection with this agreement including but not limited to war; rebellion, typhoon, earthquake, electrical, computer or mechanical failures.

9. Amendments

The Customer hereby, agrees to abide by, without need of notice and express consent, any and all future modifications, innovations, amendments or alterations to these terms and conditions.

10. Laws and jurisdiction

This agreement shall be governed and fall under jurisdiction of the laws of Kenya. All disputes or differences whatsoever which shall arise any time hereafter whether during the continuance of the Agreement in the first instance the parties shall endeavour to settle such matter amicably failing which the matter shall be referred to single arbitrator which shall be appointed by the parties from CCK. This shall be done in accordance with and subject to the provisions of Arbitration Act or any statutory modification or re-enactment thereof for the time being in force.

CUSTOMER ACCEPTANCE - TERMS AND CONDITIONS

I (the 'Customer') confirm having read and fully understood the Terms & Conditions set out herein governing the use of Mobile Banking services offered by First Community Bank and also agree to indemnify the Bank against any loss or claims arising out of the service. I also declare that the information provided in this document is true and accurate according to my knowledge.

Name _____

Signature _____

Date _____