

www.firstcommunitybank.co.ke

FCB PERSONAL ACCOUNTS

(Standard, Elegant, Elite)

Application Form

Application Form

Applicant Details-Individual (to be filled by new applicants only)

SECTION A - PERSONAL DETAILS

(Please ✓ Tick inside appropriate box)

Status: Single Joint

Branch: Date:

National ID/Passport No.

Title: Mr. Mrs. Ms. Other

First Name: Middle Name: Surname Other (specify)

Mailing Address P.O. Box

Postal Code

Nationality

Home Tel

Date of birth

Mobile

Email Address

Town/City

County

Country

Country of residence

Place of birth

Residential Address

Gender



Employment Status

a) Employed

Date of Employment

Net Monthly Salary (Gross less tax.)

Occupation/Profession

Designation/Position

Nature of Employer(Sector)

Employers Name

Employers Address

Town

Telephone

b) Self-Employed

Nature of Business

Position

Town

Monthly Income/Turnover

Address

Telephone

SECTION B - PERSONAL DETAILS

(Please ✓ Tick inside appropriate box)

To be filled if it is a **joint account**

Branch: Date:

National ID/Passport No.

Title: Mr. Mrs. Ms. Other

First Name: Middle Name: Surname Other (specify)

Mailing Address P.O. Box

Postal Code

Nationality

Home Tel

Date of birth

Mobile

Email Address

Town/City

County

Country

Country of residence

Place of birth

Residential Address

Marital Status Gender



with it.

12.6 The Bank system will automatically generate a PIN for the Customer although the Customer may change it at a self-service machine when the Customer uses the Card for the first time where the self-service machine offers this service. The Customer will be able to use the same PIN to make transactions with the Card.

12.7 The Card shall remain the property of the Bank and must be sent back if the Bank asks for it. It is only valid from the 'valid from' date shown on the Card until the 'expiry date' which is also shown on the Card. Prior to the expiry date, the Bank may send the Customer a replacement Card which the Customer should sign immediately. The old Card should be destroyed by cutting it into at least four pieces.

12.8 The Bank will usually debit Card transactions on the same working day. Once a payment made by a Card has been authorised the Customer can no longer cancel it.

- Looking after the Card
- 12.9 At all times, the Customer must:
- not keep the Card together with any cheque book for their Bank Accounts;
 - keep the Card safe and to prevent it from being lost, stolen or used by anyone else;
 - not inform or show anyone the numbers printed on the Card.

12.10 The Customer must take all reasonable steps to keep the PIN secret at all times and the Customer must:

- Immediately destroy the PIN Mailer upon receipt and memorize the PIN
- Not to write down the PIN on the Card or anything usually kept with it.
- If the Customer does write down the PIN, the Customer must disguise it so that no one will know that it is a PIN.

12.11 The Bank may replace the Card (including re-numbering) at any time.

12.12 Where a retailer or supplier of services asks the Bank for authorisation before accepting payment by the Card, the Bank may decide not to give authorisation if:

- the Card has been reported lost or stolen;
- the Bank has reason to suspect it has been lost or stolen;
- the Customer or other Card holders to the Account have breached the conditions and
- Taking Account of all other transactions the Bank has authorised, including those not yet charged to the Account, there are insufficient funds available in the Account.

The Customer will not be responsible for a Card or PIN being used after the Customer has reported that it is lost, stolen or might be used by someone else (unless it is used by the Customer or on the Customer's behalf).

12.14 If the Card is used before the Customer receives it, the Customer will not have to pay anything unless the Customer has acted fraudulently or without reasonable care.

12.15 The Bank shall not accept liability if the Bank cannot provide any of the services in respect of the Card for a reason beyond the Bank's control which include but not limited to industrial strikes or action, acts of God and nature, power failure or network failure or non availability of cash in the automated teller machines.

12.16 If the Customer loses the Card, or it is stolen / misplaced or the Customer think that someone else might use it, or any other reason that would make the Customer suspect that the Card may be used by an unauthorized user; the Customer must inform the Bank immediately at any of the Bank branches of such an event to enable the Bank take the necessary precautionary measures.

12.17 If the Customer does not recognize a Card transaction which appears on the Customer's statement, the Bank will give the Customer more details if the Customer asks the Bank. In some cases, the Bank will need the Customer to give the Bank confirmation or evidence that the Customer has not authorised a transaction. The Bank shall however not be liable for any loss incurred by the Customer by reason of a lost, misplaced or stolen Card whether the same has been reported or not.

13. Closing the Account

13.1 The Customer may close the Account at any time by giving the Bank instructions in writing. The Customer must also return any cheque book issues and/or Card to the Bank.

13.2 The Bank may close the Customer's Account at any time by giving the Customer at least thirty days notice in writing. The Bank will not be obliged to explain why the Account is being closed although the Bank may decide to give this information to the Customer as part of the Bank best practice procedures.

13.3 There are certain circumstances when the Bank may close the Customer's Account without giving the Customer the notice described. The Bank may be required to close the Customer's Account by law or if the Bank believes that the Customer's Account is being used for criminal or fraudulent purposes.

13.4 If the Customer's Account is closed, the Customer must return any Card that the Bank has issued to the Customer and any unused cheques. The Bank will require the Customer to repay any money that is owed to the Bank, including the amount of any cheques the Customer has issued or any Card transactions that the Customer has made and which the Bank has paid, as well as any outstanding fees or charges associated with the Customer's Account and payable by the Customer in accordance with any of the Bank's Terms and conditions.

13.5 On closing the Customer's Account, the Bank will return the balance (if any) on the Account to the Customer unless the Bank is prohibited from doing so by law.

13.6 Forbidding Debit

The Bank may under certain circumstances restrict debits on your account without your express authority. The circumstances may include when:-

- the Bank has been served with a court order by a court of competent jurisdiction directing the same;
 - the Bank has been served with an agency notice from any governmental or regulatory authority such as the revenue authority;
 - the Bank is made aware of any dispute in the running of the account; or
 - the Bank has cause to believe the account is being used for fraudulent, suspicious, illegal or regular activity such as identity theft.
- v. the Bank has without success sought to obtain relevant documents relating to the account holder or the nature of certain transactions (s); or
- vi. any other case that the Bank is legally bound

14. Notices and change of address

14.1 The Bank will send all written notices, letters and statements to the address last known to the Bank. Written notices will be deemed to have been received five working days after they have been sent by the Bank. If the address last known to the Bank is abroad the period will extend to fourteen working days.

14.2 As communicating with the Customer is important/vital the Customer must advise the Bank immediately in writing if the Customer's address changes. If the Customer fails to advise the Bank of a change of address and the Bank incurs costs as a result, the Customer may have to reimburse the Bank for those costs.

14.3 Notices given by either the Customer or the Bank under these Terms and conditions will only be valid if given in writing.

15. Privacy and Data Protection

15.1 The Bank will treat all the Customer's Account details and Personal information as private and confidential (even when the Customer is no longer a Customer). The Bank will not reveal the Customer's name, address or any details of the Customer's relationship with the Bank to anyone other than in the following exceptional cases: i. where the Bank has to give information under the law and Applicable Regulations;

- where there is a duty to the public to reveal the information;
- where the Bank's interests require the Bank to give the information (for example to prevent fraud) but the Bank will not use this as a reason for giving personal information or information about the Customer's Account to anyone else; or
- where the Customer or the individual concerned ask the Bank to reveal the information, or the Customer has given consent;

15.2 The Bank may need to convey a Customer's personal information to other companies in the Bank's group to ensure the efficient management of the Customer's Account with the Bank. Where the Bank does this, the Customer's personal information will not be used by them for the purposes of marketing without the Customer's express consent or, where relevant, the express consent of the person concerned;

15.3 Where the Bank needs to outsource work to third parties, the Bank will require the third party to observe the same levels of confidentiality and security that the Bank does. When the Bank needs to give the Customer's personal information to such a third party the Bank will require them to meet the same levels of privacy and confidentiality as the Bank demands and at all times to abide by the appropriate legal requirements; or

15.4 Where the Bank transfers the Bank rights or obligations under this agreement;

15.5 At the time of the Bank considering the Customer's application, and from time to time during the Customer's relationship with the Bank, the Bank may need to make an official search at various registries / credit reference agencies. The Bank will keep details of the search, even if the Customer's application is not accepted.

15.6 The Bank needs to make these searches so that it can obtain sufficient information to make a proper assessment on which of the Bank products and services are most suited to the Customer's needs and to help verify the Customer's identity. Carrying out these searches enables the Bank to open an Account more quickly and helps to lessen the risk of fraud or other criminal activity taking place.

15.7 You agree that we may transfer your personal data (including sensitive personal data) to or process it in other countries, whether or not those other countries have equivalent data protection legislation to the jurisdiction from which the account is provided. We shall use our reasonable endeavours to ensure that Customer information, including any personal data, is protected to the standards which we apply in the jurisdiction of the account.

15.8 To help the Bank form an accurate view of the Customer's existing financial commitments, searches made by the Bank, or a credit reference agency, may "link" to the records of others that have entered into joint financial obligations with the Customer (such as business partners and, if relevant, husbands, wives or other family members). Existing information held by credit reference agencies or other banks about the Customer may be "linked" to other persons in this way. If so, the Customer may be treated as financially "linked" for the purposes of any application the Customer makes to the Bank, which means that the Customer may be assessed in relation to joint obligations as well as those for which the Customer is solely responsible.

15.9 If the Customer applies for one of the Bank products or services with another person or persons (for example in a Joint Account) the Customer is declaring that the Customer is entitled to disclose information about the other person or persons and authorise the Bank to search, "link" or record information. Where the Bank carries out a search through a credit reference agency a "link" will be created by the agency between the Customer and the other person or persons. By making this application the Customer and the other person or persons understand that each other's information will be taken into Account in future applications by any of the Customer.

15.10 The Bank may give details of the services and products that the Customer has, and the way that the Customer manages the Customer's Account, to a credit reference agency. If the Customer fails to comply with the conditions or the special conditions, the Bank may inform a credit reference agency and this may affect the Customer's ability to obtain financial services elsewhere.

15.11 Any of the information that the Bank gathers from a credit reference agency or through the Bank own research may be used by the Bank for the management of the Customer's Account, identification purposes, debt tracing and the prevention of money laundering.

15.12 To prevent fraud and assist in the verification of identity, the Bank may exchange information with other organisations and receive information from them. If the Customer gives false or inaccurate information and the Bank suspect fraud, the Bank will make a record of this. The Bank may also search records and information held by anti-fraud agencies and other organizations.

15.13 The Customer has a right to access records held by a credit reference bureau or fraud prevention agency. If the Customer asks, the Bank will inform the Customer how to get a copy of the information that credit reference agencies have about the Customer, or their leaflets that explain how credit referencing works, and there may be a charge for this. The Bank is happy to provide contact details for such agencies on request.

15.14 Sometimes the Bank may be approached by another person requesting that the Bank provides a financial reference about the Customer. If this happens the Bank will contact the Customer and ask the Customer to provide the Customer's written permission to do this.

15.15 Other organizations may subsequently use the records and information held by Bank after carrying out the search, including the details of a credit decision made about the Customer or other persons associated with the Customer, as well as using outside agencies to carry out credit and identity checks, the Bank will need to carry out its own credit checks to assess the Customer's application or to check details relevant to the Customer's existing Account with the Bank. Where the Bank does this, the Bank may also use its own credit-scoring methods and carry out its own identity checks, including searching the relevant government departments' Registries / credit reference agencies.

15.16 Inactive/Dormant Accounts

An Account shall be considered inactive/dormant if no transaction is effected for a period exceeding six months and the Bank shall, in this case, have the right to reject any debit to the Account including cheques or any withdrawals. The Customer shall be fully responsible for any consequences, claims, legal procedures or losses incurred therefore, and the Customer declares that the Bank shall not in any case be responsible therefore, and the Customer should approach the Bank to re activate or close the Account. Where the Bank decides to pay any cheque of a dormant Account status the Bank shall not be liable to the Customer in any way whatsoever.

16. Special Conditions relating to Savings Accounts

The Special Conditions set out below apply to Savings Accounts and are in addition to the Terms and Conditions herein.

16.1 The Bank shall in-line with it's Mudharaba (investment) principles invest Customer's funds deposited in the Savings Account.

16.2 The Bank shall invest Customer's funds deposited in the Savings Account in Sharia'h compliant business transactions that are expected to generate a per annum Return to be advised to the Customer.

16.3 The expected Return shall be calculated and credited on such basis and in accordance with such formula as shall be mutually agreed between the Bank and the Customer.

16.4 The Return amount payable to the Customer will be paid by the Bank less any applicable taxes and relevant Bank charges.

16.5 Money deposited into the Savings Account may be withdrawn on demand in accordance with the Special Conditions and Terms and Conditions; however Returns on the Savings Account shall only be paid to you at the end of the relevant Calculation Period.

17. Liability

This section sets out the extent of your liability to us and our liability to you.

Your liability

17.1 You are responsible for payment of any debt that arises on your account.

17.2 You will be liable for all losses you incur in respect of an unauthorised payment transaction where you have acted fraudulently, where you have failed, intentionally or with gross negligence, to comply with any term of our agreement with you in relation to the issue or use of a card or security details, or failed to notify us immediately if you have any reason to suspect any unauthorised use of your account or that someone else may know your security details.

17.3 You will also be liable for any losses you incur in relation to unauthorised payments from your account arising from the use of a lost or stolen card or security details or where you have failed to keep your security details safe.

17.4 If you have not acted fraudulently, you will not be liable under paragraphs 17.2 and 17.3 for any losses arising from the unauthorised use of a card or security details after you have notified us of any related Security Issue as required under these Terms.

17.5 You agree that in addition to any general lien or similar right to which we as a Bank may be entitled by law, we may at any time and without prior notice to you, combine or consolidate all or any of the accounts in your name and set-off such sums or otherwise apply any such sums in or towards satisfaction of any liabilities owing to us by you whether such liabilities be present or future, liquidated or unliquidated, joint or several. If your accounts are in different currencies, we may convert any such account at a market rate of exchange for the purposes of such combination of accounts and / or the set-off.

17.6 You will indemnify us for all liabilities, costs, expenses, damages and losses suffered or incurred arising out of or in connection with any dispute in respect of the account.

Our liability

17.7 We will not be liable to you for any loss you incur in respect of a payment not authorised by you in accordance with these Terms, or an incorrect payment, unless you notify us without undue delay on becoming aware of such unauthorised or incorrect payment and in any event no later than 3 months after the date that your account was debited.

17.8 We will not be liable for failing to make a payment or making an incorrect payment where you provide incorrect or incomplete payment details.

17.9 We will not be liable for any loss you incur if we decline to act following a request for supplementary documentation and information in order to comply with our due diligence obligations as required under the Applicable Regulations, and such documentation and information is not forthcoming.

18. Insurance on certain Account holders

We may insure Customers of selected accounts types subject to the following conditions:

18.1 making an application to become that selected account holder;

18.2 maintaining an active account; and

18.3 maintaining a credit balance throughout.

19. Events outside our control

19.1 In the event of any failure, interruption or delay in performance of our obligations resulting from acts, events or circumstances not reasonably within our control, including but not limited to industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications or computer services, we shall not be liable or have any responsibility of any kind for any loss or damage incurred or suffered by you as a result.

20. Miscellaneous

20.1 The Customer authorizes the Bank to set-off any credit balance with which the Customer is entitled on any Account with the Bank in satisfaction of any sum due and payable by the Customer to the Bank. For this purpose, the Customer authorises the Bank to purchase, with the money standing to the credit of any such Account, such other currencies as may be necessary to effect such application.

20.2 The Customer hereby authorize the Bank to rely on and act, without any liability on the Bank's part, upon all instructions issued or purported to be issued by the Customer and to accept the same as correct, accurate and duly authorized by the Customer.

20.3 To help the Bank improve the Bank services the Bank may record or monitor phone calls.

20.4 The Bank may from time to time change the conditions, products or services that the Bank offers and the Bank may also introduce new products and services for the benefit of its Customers. The Bank will keep the Customer informed of any such developments.

20.5 From time to time, the Bank may decide not to exercise some of the Bank rights provided by these conditions, or the Bank may give the Customer additional time to comply with them. If the Bank does so, the Bank will still be able to require the Customer to comply strictly with the conditions on a later occasion.

20.6 These Terms and Conditions are not enforceable on a person who is not a Customer. The Customer's statutory rights are not affected by anything described in these conditions.

20.7 The Bank may transfer all or any of the Bank rights in relation to the Customer's Account. The Bank may also transfer any of its obligations but only to someone the Bank considers reasonable and capable of performing them to the same standard as the Bank. All references to the Bank in these conditions, special conditions and any other relevant conditions would then be read as references to the person to whom any relevant right or obligations the Bank has transferred, the Customer further agrees not to transfer any of the Customer's rights or obligations in relation to the Customer's Account.

20.8 Death/mental incapacity of the Customer

The Bank shall not be liable to act on any instructions given unless duly confirmed letters of administration are availed. In the case of mental incapacity of a Customer, a court order appointing a guardian ad Litem must be availed for authority to operate an Account.

TERMS AND CONDITIONS FOR MOBILE BANKING

These terms and conditions apply if you have an account and wish to subscribe to the mobile banking service and they explain our obligations to you and your obligations to us.

21 The Service

21.1 We will provide the mobile banking service ("the Service") to you through your mobile phone. You must be a subscriber of a mobile service provider with which the Bank has an agreement with for the provision of this service for you to access the Service.

21.2 The Bank reserves the right to accept or decline any application for the Service at its sole discretion.

21.3 The Service will only be provided through the mobile service provider(s) which the Bank at its sole discretion may determine from time to time. The processing of Your application and the subsequent registration for the Service will be done within working days of submitting Your application.

21.4 It is your sole responsibility to familiarize yourself with the operating procedures for the Service as will be provided by the Bank upon your registration to the Service. The Bank will not be liable for any losses incurred as a result of your errors either of commission and/or omission.

21.5 You agree and undertake to be bound by and to comply with all of the Procedures as may be issued by the Bank from time to time. The Bank shall not be bound by or obliged to take any action on any instructions which do not properly comply with the procedures and the Bank may reject such non-compliant Instructions.

21.6 The Bank will provide you with a Personal Identification Number (PIN) for use with this Service. You must keep this PIN secret and not disclose it. You must take all reasonable care to prevent unauthorised or fraudulent use of the Service. The Bank will not be held liable for any losses arising from the unauthorised use of Your PIN.

21.7 The Provision of the Service is subject to the availability of the mobile telephony connectivity. The Bank will not be held liable for non-delivery or delay in delivery or wrongful delivery of the Service, as

a result of the failure of the mobile telephony connectivity.

21.8 You agree that the Bank shall not be held liable for any disputes that may arise between you and your mobile service provider.

21.9 This Service will be provided to you as long as you are the sole account holder of Your account(s) or have the mandate to singularly operate the specified accounts.

21.10 The Bank will ensure as far as possible that any information supplied to You through the Service is accurate. We shall not be liable for any error which results in the provision of inaccurate information.

21.11 The Service will only be available in geographical regions where the chosen mobile service provider(s) provide (s) mobile telephony connectivity.

21.12 You undertake to keep your SIM card and cell phone safely. You must not leave your Mobile Phone unattended or permit any person access to your Mobile Phone in such a manner that he may use it and/or the Mobile Banking Service, whether with or without your consent.

21.13 You must notify the Bank immediately of theft or loss of your mobile phone/SIM Card; any unauthorized access to the Service or upon Your discontinuation of the telephony service with Your mobile service provider; through our Contact Centre at South C. The Bank shall not be held liable for any losses resulting from the loss of the SIM card and/or cell phone howsoever caused.

21.14 The Bank reserves the right to enhance the Services at anytime without notice to You. It is Your responsibility to keep updated with these enhancements. The Bank will make all reasonable efforts to notify you of any changes or updates.

21.15 The Bank reserves the right to charge a fee for the provision of the Service and for the use of all or part of the Service. You will be notified of these fees from time to time. You will be liable to pay the Bank for any fees levied for the use of the Service, unless the Bank in its sole discretion has waived such fees. By accepting these terms and conditions, you provide the Bank with the authority to debit these fees from your current account on a monthly basis. These charges will be reflected in your normal bank statement. The Bank reserves the right to revise the fees chargeable for this Service from time to time. The Bank reserves the right to terminate this Agreement in the event that you fail to pay any fees levied for the provision of the Service.

21.16 The Bank shall not be held liable for the quality of service of the mobile service provider and gives no warranty with respect to the quality of service by the mobile service provider.

21.17 You must notify the Bank of any changes in Your account number, mobile telephone number, address and any other information that may affect Your ability to access the Service. The Bank will not be held liable for sending information to Your mobile telephone number as contained in our records at any given time.

Non-repudiation

21.18 Until and unless you notify the Bank otherwise, all Instructions received by the Bank which are associated with your Mobile-Phone details shall be deemed to have come from you, and the Bank shall be entitled to rely on such Instructions, whether they actually originated from you or not. You acknowledge that the Bank may not be able to reverse or annul any transaction executed based on Instructions received prior to your notice to the Bank.

21.19 You hereby indemnify and hold indemnified the Bank against any loss, claim and/or damage that may arise due to negligence, fraud collusion or violation of these Terms on Your and/or a third party's part.

Employment Status

a) Employed

Date of Employment

Net Monthly Salary (Gross less tax.)

Occupation/Profession

Designation/Position

Nature of Employer(Sector)

b) Self-Employed

Nature of Business

Position

Town

Employers Name

Employers Address

Town

Telephone

Monthly Income/Turnover

Address

Telephone

Products details (to be filled by new and existing customers)

I wish to apply for: (Account) - (Please Tick inside appropriate box)

Standard Account

Personal Current Alpha Check Plus Sahlah Busara Savings Labbeyk Savings Salary Students

Young Community Savers Invest Plus (Fixed Maturity) Ufanisi Binafsi Lulu Other Specify

Foreign Currency Specify (Currency)

Exclusive Banking Products

Elegant Elite Exclusive Club (Individual) Foreign Currency Club Specify (Currency)

I wish to apply for a cheque book Yes No Number of Leaves 25 50

I wish to apply for a Debit card Yes No

Young Community Savers Account (please fill the following details for the minor/child)

First Name Middle Name Surname

Birth Certificate Number Date of birth

Additional Account Services

Customer will automatically be signed up for the services below.

a) Mobile Banking b) Internet Banking

Income Details

Average deposits expected

Please state source of funds

Next of Kin details

First Name: Middle Name Surname Other

Mobile

Relationship

Customer Declaration(to be filled by all customers)

By signing on this form I / We request you to open an account in my / our name and authorize you to undertake any enquiries necessary in connection with this application. I / We have read, understood and accepted the Terms and Conditions of this account and agree to be bound by them.

I / We confirm that I / We have understood all the charges related to the Bank's products.

I / We confirm that I / We have been provided with a copy of the Terms and Conditions which has been explained to me / us and which I / We have read and understood.

I / We also confirm in connection with this application that I / We are not exclusively engaged in any trade business or activities that are not permitted under Islamic Law.

Signature of Applicant Signature of Applicant

Signature Date

FIRST COMMUNITY BANK GENERAL TERMS AND CONDITIONS FOR ACCOUNTS

Subject to any other agreement made in writing between First Community Bank Limited (the "Bank") and the Account holder (the "Customer"), the relationship between the Bank and the Customer shall be governed by the following terms and conditions.

DEFINITIONS

1. Account: Means current or savings Account, (together with a finance facility and Card if the Customer has qualified for these additional services).These Terms and Conditions apply to the Customer even if the name on the Account or the number changes.

2. Applicable Regulations: means all applicable laws, rules and regulations as in force from time to time including without limitation the Foreign Account Tax Compliance Act (FATCA) or analogous law in any relevant jurisdiction, any anti-money laundering legislation, any data protection legislation and any rules of a relevant regulatory authority in the jurisdiction in which an account is opened

3. Bank or FCB refers to First Community Bank Limited of Post Office Box Number 26219 – 00100 Nairobi, and the registered office situate at Prudential Building,Wabera Street, Nairobi.

4. Card: Means a plastic multi-purpose Card which the Customer may use as a cash withdrawal Card or debit Card.

5. Calculation Date: Means the last working day in each calendar month.

6. Calculation Period: Means a monthly period equivalent to a calendar month.

7. Customer: Means the person or persons signing this application form (which includes an individual, joint name(s), body corporate, partnership, association or trust) under whose name(s) the Account will be or has been opened and established with the Bank. If the Customer Account is held jointly, these Terms and Conditions and the special conditions (if applicable) apply to the entire Customers individually as well as jointly.

8. Drawer: means the person named on a cheque book and who is the Bank's Customer writing a cheque in favour of a Payee.

9. Finance: Means the loan facilities described in the Bank's brochures to be available in its branches from time to time..

10. Joint: Means two or more Customers.

11. Mandate: means the document which authorizes the conduct of the Customer's Account by setting out the specimen signatures of those who can operate the account.

12. Payee: Means the person named on a cheque to which the amount described on the cheque is to be paid.

13. Personal Information: Means personal and financial information about the Customer that the bank obtains from the Customer, from the Banks own credit or anti-fraud checks or from third parties such as credit reference agencies, fraud protection agencies or other organizations.

14. PIN: Means a "personal identification number" and is a confidential number which allows the Customer to use their Card to buy things, withdraw cash and use other services at self-service machines.

15. Return: means in respect of each Calculation Period, the gross return less any tax which is to be deducted pursuant to Special Conditions and Terms and Conditions of the Savings Account.

16. Savings Account: Means the Customers savings Account. The Bank's Terms & conditions apply to the savings Account even if the name on the savings Account or the number changes.

17. Self-Service machines: Means an automated teller machine (ATM) or free standing machine at which the Customer can use their Card to get cash, information and other services.

18. Sharia'h Supervisory Board: means the Board comprising of eminent religious scholars established by the Bank to advise us on the Sharia'h rules and principles on which an Account and all Bank products and services operate.

19. Special Conditions: means the special conditions that govern any additional facilities such as savings Account, finance facility or any other product or service that the Customer may apply for.

20. Tariff list: Means the list of charges, costs, fees or other expenses which apply to the Customer's Account and which are given to the Customer upon request.

21. Terms and Conditions: means these general terms and conditions that govern the Customer's Account described in this document.

22. Withdrawal: Means a withdrawal from the Customer's Account which is only completed once the Bank has processed the Customer's request to draw money out of the Account.

23. Working Day: Means any day on which Bank is open for business.

Account opening

Availability

We may at our sole and absolute discretion decline to establish an account relationship with any applicant for an account. We will be under no obligation to communicate the reason for our decision to the Customer upon request.

In applying to us to establish an account relationship you are agreeing to complete the Personal Account Application Form fully and truthfully. At account opening and at any time throughout the lifetime of the account, you are also agreeing to provide us with any supplementary documentation and information we may request from time to time in order to undertake our due diligence obligations as required under the Applicable Regulations. You are also agreeing to provide us with any documentation and information we may request from time to time where you appoint a third party as a signatory on your account in order for us to undertake such due diligence requirements.

Applicants must be at least 18 years of age to open an account with us or to be a party to a joint account.

Customers

You authorise us to treat any communication which we reasonably believe is made (whether over the telephone, by post or otherwise) by you or otherwise notified to us as having been made by you, without further enquiry.

We give no undertaking, warranty or representation that access will always be available by telephone or any means of electronic communication during normal operating hours.

You consent to receiving information from us by means of our website, www.firstcommunitybank.co.ke where it is appropriate for us to provide information in this manner.

All communications by telephone may be recorded.

We will be entitled, but not obliged, to communicate with you electronically.

Instructions from you to us by any form of electronic communication will only be accepted at our discretion where we hold a signed request and indemnify from you in relation to accepting instructions by means of the particular form(s) of electronic communication. Such indemnities are included for your consideration and signing in the application forms for accounts with us.

We may decide, at our sole and absolute discretion, to act or decline to act on general enquiries received via email or other electronic communications.

Instructions

You authorise us to accept and act on your instructions, even if carrying out these instructions creates a debt on your account.

We may at our sole and absolute discretion delay or refuse to act on any instruction (including instructions to pay out of an account) or accept a payment into an account if we reasonably believe that:

- you did not give the instruction;
- we are unable to authenticate to our own satisfaction the source of the instruction;
- the instructions are unclear, incomplete or not in the required form;

- there is a security or other legal problem to do so;
- complying would be contrary to any law, regulation, code or other duty applicable to us;
- it would cause you to exceed any limit or restriction which applies to your account;
- doing so might expose us to action or censure from any government, regulator or law enforcement agency; or
- it is for a payment to or from, or you are trying to make a card payment in, a limited number of countries (we will tell you which countries if you ask us).

If we delay or refuse to make a payment, we will notify you and if possible give our reasons for doing so (unless a legal reason or certain other limited circumstances beyond our control prevent the provision of this information). You can also contact us to find out why we have delayed or refused to carry out your instruction. In the event that we exercise our discretion in the above circumstances, we shall not be liable for any loss, direct or indirect, arising as a consequence of us not making such a transfer from or accepting a payment into an account.

Application of monies

Subject to these Terms, monies introduced by you, or by any other person or entity on your behalf or for your benefit, will be applied to the account.

In the event that our due diligence obligations cannot be completed to our satisfaction, any monies received from you or on your behalf may be returned to the remitter at our sole and absolute discretion at any time. We, and our directors, officers and employees shall not be liable for such monies or losses arising from us sending money back and you indemnify all of the aforesaid in respect of losses sustained and / or any costs otherwise incurred through funds being returned to the remitter for whatever reason

SECTION A

1. Sharia'h'h Compliance

1.1. Both the Bank and the Customer agree to be bound by the rules and the guidance of the Sharia'h'h Supervisory Board with respect to all matters relating to the interpretation and application of Sharia'h'h to the Account.

1.2. Credit balances in the current Account shall, according to the principles of Sharia'h'h, be deemed as a Qard Hassan (loan without Return) to the Bank, on demand the Bank undertakes to pay the credit balance in full to the Customer.

1.3. Details of the members of the Bank's Sharia'h'h Advisory Board can be found on the Bank's website www.firstcommunitybank.co.ke

2. The Customer's Account and the facilities available

2.1. To open an Account with the Bank and/ or obtain finance, the Customer must be at least 18 years of age. Before the Bank is able to open an Account for the Customer the Bank may ask for proof of identity and address.

2.2. The specimen signature of the Customer, registered with the Bank, shall be deemed as the basis for dealing with the Customer's Accounts and shall remain effective unless amended or cancelled. Such amendment or cancellation shall be valid only on the next working day following the day of receipt of such instructions by the Bank.

2.3. Bank charges and fees may vary according to the type of service that the Bank provides to the Customer and the type of Account that the Customer has with the Bank. When the Customer opens an Account with the Bank, upon the Customer's request the Bank will provide the Customer with the Bank Tariff list. The Customer may further visit the Bank's website, for a perusal of such tariffs.

2.4. An Account may only be operated by the Customer or by those who are authorized in accordance with the completed mandate forms given to the Bank. If the Customer wishes another person to operate the Account, the Bank will accept a completed and signed power of attorney that is signed in accordance with the customer's authority held with the Bank in front of the Bank's officer in charge. For purposes of Joint Accounts all Account members must sign if to authorize a non Account member to operate the Joint Account.

2.5. The Individual/ Personal Account cannot be used as a business Account. If the Customer wishes to open a business Account for financial matters the Customer should apply for a business Account.

2.6. The Bank will only open an Account once the Bank has received a duly completed application form (together with any other documents and information that the Bank may have requested) from the Customer and carried out any searches that the Bank consider appropriate. The Bank reserves the right to decline opening an Account in its sole discretion and if the Bank refuses to open an Account, the Bank will not be obliged to explain reasons for such refusal.

2.7. The Bank does not permit overdrafts, so the Customer must not allow Accounts to become overdrawn. You are therefore not authorised to enter into Transactions to a value in excess of the credit balance (if any) of the Account unless it has been previously agreed with us. We will charge a fee on the Account in respect of unauthorised overdraw on the Account and such fees will be charged in accordance with our Tariff List

3. Joint/ Partnership/ Limited Liability Company Accounts

3.1. The Customer may apply for an Account to be opened in joint names for a Joint / Partnership or Limited Company. These Terms and Conditions shall apply to all members of such a company or partnership jointly and severally. Since such a Joint Account shall be operated jointly, the Bank may disclose any information that one of the Customer gives to the Bank in connection with the Customer's Account to the other.

3.2. A Joint Account can be operated by any one of the mandated Customer independently of the other Account holder or holders. This means that depending on the mandate, any Account holder may issue Cheques use a Card or give other banking instructions. The actions taken and or instructions given to the Bank by any one of the Customer will be binding on the other Account holder or holders without having to make any further enquiries. However the Bank reserves the right to call any of the other Joint Account holders to confirm any transactions on such an Account.

3.3. In the event of a dispute as regards cancellations of a Joint Account's mandate / instructions on who should operate the same, the Bank shall treat such dispute as notice to cancel all Account transactions. In such circumstances the Bank will ask the Customer to return any Cards and unused cheques associated with the Customer's Account. Until all Cards and cheques are returned, Card and cheque transactions will continue to be deducted from the Customer's Account and all of the Customers will be responsible for such transactions individually as well as severally. The Bank shall however remain fully indemnified against any loss, claims, or suits incurred by reason of not making any payments to a third party in the event that such a Joint Account has a disputed matter outstanding.

3.4. If one Account holder dies the Bank will require the Customer to provide the Bank with a certified copy of the death certificate or at the Bank's sole discretion a duly certified copy of the High Court of Kenya's Certificate of Confirmation of Grant. The surviving Account holder or holders have full authority to instruct the Bank on matters relating to the Account, including the payment of any credit balance, and will be responsible for any obligations connected with the Account, including payment of any debit balance.

4. Depositing money into the Customer's Account

4.1. The Customer may deposit money into the Account by depositing cash or cheques at one of the Bank's branches or by transferring

money directly into the Customer's Account through electronic transfer. Deposits by third party into the Customer's Account will be accepted without any responsibility to the Bank.

4.2. If a cheque is returned unpaid the Bank will deduct the returned unpaid amount from the Customer's Account and may inform the Customer that this has been done. The Bank may lodge the cheque with the Drawer's Bank or the Bank may return it to the Customer. The Bank may charge the Customer a service fee if the Bank has to do this.

4.3. We shall use the funds deposited with us by you in the account sharia'h compliant activities and you hereby authorise us to use the said funds accordingly to generate income for the Bank, however your money will be available to you on demand.

5. Collection and Remittances

5.1. Cheques/Drafts drawn to the order of Customer deposited into the Account shall be accepted as collection item, unless agreed otherwise by the Bank and in accordance with the Banking practices prevailing. The Bank has the right to reject cheques draft or any other securities drawn to the order of a third party. The Bank maintains the right to debit any Account with any unpaid and non collected items in addition to Bank's charges without assuming any responsibility incase of non collection of such items.

5.2. Drawing against any cheques under collection shall only be allowed after the actual realisation

5.3. The Bank shall pay the actual value of an inward telegraphic transfer /SWIFT remittances, drafts and Bank cheques received in favour of the Customer after deducting the Banks commission and charges

5.4. The Customer agrees that the purchase by the Bank of a draft (in foreign currency) issued previously by the Bank at the request of the Customer; shall be at the discretion of the Bank and at the prevailing exchange rate on the day of purchase after deducting the commission and charges of the Bank.

5.5. The Bank shall credit all the inward remittances and drafts of the Customer in the Customer's Account in the currency of such Account unless the Bank receives instructions contrary thereto from the Customer and the deposit shall be at the exchange rate prevailing on the same day of the deposit.

5.6. The Bank shall have the right to reject payment of any draft or transfer if the name of the beneficiary and/ or his/her Account number does not match the Bank's records or for any other reasons.

5.7. All the transfers effected by the Bank according to the Customer's instructions shall be at the Customer's expense and responsibility, and the Bank shall not be responsible if the amount credited to the Customer's Account is reduced due to the charges or decline in value. The Bank shall not be responsible if the Customer is unable to encash the funds on Account of any restrictions issued by the concerned authorities.

5.8. The Bank and its correspondents are not liable for the consequences of any irregularity, delay, mistake, telegraphic error, omission or misinterpretation that may arise from and against any loss which may be incurred through its correspondents failing to properly identify the persons named in the instruction overleaf or retaining the funds should the Bank or its correspondence deem such retention expedient pending information on the identity of any person or of the above instruction by a letter or otherwise

5.9. Should all or any of the transfers be unpaid and refunded to the Bank, the Customer can only claim the value thereof at the buying rate of the day when the refund takes place. The refund cannot be effected until the Bank has received a definite advice from its correspondents and the funds are unpaid and that the original instructions have been cancelled.

6. Withdrawals from the Customer's Account

6.1. Subject to there being sufficient cleared funds in the Customer's Account, the Customer may withdraw by any of the methods set out below:

- by using the Card at a self-service machine or by making purchases in a shop; or
- over the counter (the Customer may need to arrange this with the Bank depending on the amount the Customer may wish to withdraw); or
- by writing a cheque; or
- by setting up a regular standing order; or
- by way of direct debit instruction; or
- by any other way the Bank may agree with the Customer in writing.

6.2. The Bank may restrict the daily amount the Customer can withdraw using the Card. When the Customer opens an Account the Bank will inform the Customer of the daily limit applicable to the Account, however such limit is subject to change and such changes shall be informed to the Customer through the addresses indicated on the Account opening forms at the Bank's sole discretion.

6.3. Cash withdrawal from the Customer's Account using a Card in a self-service machine will usually be debited from the Customer's Account immediately. Other payments from the Customer's Account, such as standing orders, direct debits or cheques will be debited on the working day that they are due for payment. Sometimes payments to be made from the Customer's Account may be subject to a delay for procedural checks to prevent fraud or for other reasons.

6.4. The Bank shall charge the Customer for any withdrawals made from the self-service machines. The Bank's current charges for such withdrawals shall be advised to the Customer upon request and obtaining of a Card, and the same charges shall also be posted on the Bank website as well as be available on the Bank's Tariff List which is available in all the branches.

6.5. Customers who cannot sign their names (Blind/ illiterate Customers) should produce a proper identification acceptable to the Bank to perform the transaction before the concerned Bank official by using the finger print and stamp (if any) before drawing any amount (applicable to individual Accounts only). For the interest of the blind and illiterate Customers the Bank will not issue a cheque book or Card for them unless through an authorised agent.

7. Writing cheque and stop payments

7.1. If the Bank has agreed to provide the Customer with a cheque book and the Bank has issued the Customer with the same, it is the Customer's responsibility to ensure that each cheque issued is completed correctly. The Customer must not alter or amend in any way the printed matter on the cheques. The printed matter is important for a number of reasons and if changes are made the Bank may decline to honour the cheque.

7.2. When the Customer issues a cheque, the name of the Payee, the amount in words and figures as well as the date should be legible. The Customer must sign the cheque otherwise it shall not be valid for payment.

7.3. The Customer should not write a future date on a cheque, as it may not prevent the Payee from paying it into their Bank Account before that date. If the Customer issues such a cheque the Bank shall dishonour the same and stand fully indemnified for any losses or claims incurred by the intended Payee.

7.4. The Customer must only write cheques in the same currency as the Customer's Account. If the Customer wants to make a payment in another currency the Bank shall advise the Customer on how best to do this.

7.5. There is important information about the security of the Customer's cheque book and writing cheques inside the cheque book that the Bank will provide to the Customer. This information forms part of these Terms and Conditions and the Bank shall presume the Customer's acceptance of the conditions attendant to issuance of a cheque book and operation of an Account.

7.6. Cheques can be presented for payment by the Payee up to six months after the date written on the cheque. The Bank does not usually pay amounts from the Customer's Account if the cheque is presented after this period although the Bank may in its sole discretion honour the cheque. Where the Bank decides to pay a cheque after this period the Bank shall not be liable to the Customer in any way whatsoever.

7.7. The cheque book and all cheques remain the Bank's property and must be returned to the Bank on demand. The Bank will not usually ask the Customer to return the Customer's cheque book or the unused cheques unless something has gone wrong, for example where the Customer has breached these conditions or the Bank believes that the cheques are being used for fraudulent purposes either by the Customer or by someone else.

7.8. The Customer may request to "stop" the payment of one of the cheques by contacting the Bank by telephone to be followed by a written and signed request or by visiting the Customer's local branch. There are certain circumstances where the Bank may not be able to "stop" the payment such as where the Bank has already made the payment.

7.9. When the Customer contacts the Bank with an instruction to "stop" a cheque the Customer must give the Bank as much information as possible about the cheque the Customer would like to be "stopped". The Bank will need to know who the Payee is, the cheque number, the amount and the date written on the cheque. A service fee is charged by the Bank for "stopping" a cheque unless the Customer's request is because the cheque book has been stolen.

7.10. The Customer must inform the Bank immediately when they become aware that their cheque book, or any cheques have been lost or stolen, or if the Customer thinks someone has altered one of their cheques. Once the Customer has informed the Bank, the Bank shall cancel the Customer's unused cheques and issues the Customer with a new cheque book. If the Customer later finds the missing cheque book, the Customer must return it to the Bank for destruction.

7.11. If the Customer suspects that a cheque or several cheques have been used fraudulently, the Customer must inform the police immediately. The Customer further and hereby agrees that by reason of the Customer's cheque book or cheques(s) being lost, stolen, or used fraudulently, the Bank may disclose information relating to such fraudulent use and the Customer's Account details generally to the police or relevant authorities for purposes of further investigations on the fraudulent activity.

7.12. The Bank may close the Customer's Account or blacklist the same for issuance of four (4) or more cheques against no funds in the relevant Account within a period of six (6) months.

8. Lien and Set-off

The Bank reserves the right to set off any deposits which the Bank is holding (or entitled to receive) on the Customer's behalf in order to meet any liabilities which the Customer may have incurred with the Bank, including liabilities incurred by way of fees and/or charges. Any liabilities still outstanding after set off will remain the Customer's responsibility. The Bank reserves the right to retain or make deductions from, amounts that the Bank owes to the Customer or are holding for the Customer where the Customer has failed to discharge the Customer's liabilities to the Bank howsoever arising.

9. Foreign transactions

If the Customer carries out a Card transaction whilst abroad and in a currency other than the Kenya Shillings, the Bank will convert the foreign currency into Kenya Shillings before debiting the Customer's Account. A commission charge for exchanging currencies may be payable if the Bank has to arrange for such conversion with a third party; the Bank shall debit the Customer's Account with such charges and itemize on the Customer's next statement.

10. Statements of Account:

10.1. Statements of Account will be sent to the Customer semi annually for savings Accounts and monthly for current Accounts (unless otherwise agreed) or if required by law or any regulation. If the Customer has a joint Account, the Bank is required by law to send all Customers a separate statement unless the joint Account holders inform the Bank in writing to send only one statement and to which Account holder.

10.2. Apart from sending the Customer a regular statement, the Customer may request, at a cost, a mini-statement at any of the Bank branches. The Bank will require the Customer to produce proper identification before the Bank gives out any Account information.

10.3. Upon receipt of the Customer's statement, the Customer should check it to make sure that all entries are correct. If the Customer thinks an entry is wrong the Customer should inform the Bank immediately so that the Bank can investigate the entry for the Customer and resolve the matter.

10.4. Bank will ensure that all transactions on the Customer's Account are properly recorded. If however for any reason, there is a genuine mistake or error in the recording of any transaction (either a credit or a debit transaction), the Bank will rectify the mistake and/or error by taking such action as may be appropriate which may include recovering sums wrongly paid or credited to the Account. In such situations the Bank will not require authorization from the Customer to debit the Customer's Account.

10.5. Bank may stop sending the advices or statements of Account if they are returned twice to the Bank as undelivered.

11. Additional services

The Bank may agree to give the Customer additional services relating to the Customer's Account. These additional services are not available to all Customers and depend on a number of factors such as maintaining a minimum balance or having the Customer's salary credited to the Customer's Account.

12. Standing Orders, Direct debits and Debit Card

Standing Orders and Direct debits

12.1. Standing orders and direct debits are both ways in which the Customer can make regular payments. The Customer can instruct the Bank to make regular payments by completing a standing order form (available from any branch) and by giving the Bank details of the person or company to whom the Customer want payments to be made to. A direct debit authorises the Bank to debit money from the Customer's Account when the Bank receive instructions from a specified company or person. A direct debit is set up directly by the Customer with the specified person.

12.2. The Customer can cancel a standing order or a direct debit by contacting the Bank. Should the Customer wish to do so, the Customer must notify the Bank in writing at least five (5) working days before the date on which the standing order or direct debit payment is due. If the Customer is cancelling a direct debit, the Customer should also inform the specified person.

Debit Card facility

12.3. When the Customer opens an Account the Customer may apply for a Card. The Bank Card can be used as a debit Card and cash withdrawal Card in a self-service machine although the Customer may not be eligible for some or all of these features. The Bank will inform the Customer what features the Customer qualifies for when a Card is granted.

12.4. When the Bank sends the Customer a Card the Customer should read the information that the Bank provides along with the Card. The information will inform the Customer on how to use the Card and what to do if the Card becomes lost, misplaced or stolen.

12.5. Upon receipt of the Card, the Customer must sign it immediately. The Card only becomes operative when the Customer has correctly completed the activation process set out in the instructions delivered



with it.

12.6 The Bank system will automatically generate a PIN for the Customer although the Customer may change it at a self-service machine when the Customer uses the Card for the first time where the self-service machine offers this service. The Customer will be able to use the same PIN to make transactions with the Card.

12.7 The Card shall remain the property of the Bank and must be sent back if the Bank asks for it. It is only valid from the "valid from" date shown on the Card until the "expiry date" which is also shown on the Card. Prior to the expiry date, the Bank may send the Customer a replacement Card which the Customer should sign immediately. The old Card should be destroyed by cutting it into at least four pieces.

12.8 The Bank will usually debit Card transactions on the same working day. Once a payment made by a Card has been authorised the Customer can no longer cancel it.

Looking after the Card
12.9 At all times, the Customer must:
i. not keep the Card together with any cheque book for their Bank Accounts;
ii. keep the Card safe and to prevent it from being lost, stolen or used by anyone else;
iii. not inform or show anyone the numbers printed on the Card.

12.10 The Customer must take all reasonable steps to keep the PIN secret at all times and the Customer must:
i. Immediately destroy the PIN Mailer upon receipt and memorize the PIN
ii. Not to write down the PIN on the Card or anything usually kept with it.

iii. If the Customer does write down the PIN, the Customer must disguise it so that no one will know that it is a PIN.

12.11 The Bank may replace the Card (including re-numbering) at any time.

12.12 Where a retailer or supplier of services asks the Bank for authorisation before accepting payment by the Card, the Bank may decide not to give authorisation if:

i. the Card has been reported lost or stolen;
ii. the Bank has reason to suspect it has been lost or stolen;
iii. the Customer or other Card holders to the Account have breached the conditions and
iv. Taking Account of all other transactions the Bank has authorised, including those not yet charged to the Account, there are insufficient funds available in the Account.
The Customer will not be responsible for a Card or PIN being used after the Customer has reported that it is lost, stolen or might be used by someone else (unless it is used by the Customer or on the Customer's behalf).

12.14 If the Card is used before the Customer receives it, the Customer will not have to pay anything unless the Customer has acted fraudulently or without reasonable care.

12.15 The Bank shall not accept liability if the Bank cannot provide any of the services in respect of the Card for a reason beyond the Bank's control which include but not limited to industrial strikes or action, acts of God and nature, power failure or network failure or non availability of cash in the automated teller machines.

12.16 If the Customer loses the Card, or it is stolen / misplaced or the Customer think that someone else might use it, or any other reason that would make the Customer suspect that the Card may be used by an unauthorised user, the Customer must inform the Bank immediately at any of the Bank branches of such an event to enable the Bank take the necessary precautionary measures.

12.17 If the Customer does not recognise a Card transaction which appears on the Customer's statement, the Bank will give the Customer more details if the Customer asks the Bank. In some cases, the Bank will need the Customer to give the Bank confirmation or evidence that the Customer has not authorised a transaction. The Bank shall however not be liable for any loss incurred by the Customer by reason of a lost, misplaced or stolen Card whether the same has been reported or not.

13. Closing the Account

13.1 The Customer may close the Account at any time by giving the Bank instructions in writing. The Customer must also return any cheque book issues and/or Card to the Bank.

13.2 The Bank may close the Customer's Account at any time by giving the Customer at least thirty days notice in writing. The Bank will not be obliged to explain why the Account is being closed although the Bank may decide to give this information to the Customer as part of the Bank best practice procedures.

13.3 There are certain circumstances when the Bank may close the Customer's Account without giving the Customer the notice described. The Bank may be required to close the Customer's Account by law or if the Bank believes that the Customer's Account is being used for criminal or fraudulent purposes.

13.4 If the Customer's Account is closed, the Customer must return any Card that the Bank has issued to the Customer and any unused cheques. The Bank will require the Customer to repay any money that is owed to the Bank, including the amount of any cheques the Customer has issued or any Card transactions that the Customer has made and which the Bank has paid, as well as any outstanding fees or charges associated with the Customer's Account and payable by the Customer in accordance with any of the Bank's Terms and conditions.

13.5 On closing the Customer's Account, the Bank will return the balance (if any) on the Account to the Customer unless the Bank is prohibited from doing so by law.

13.6 Forbidding Debit
The Bank may under certain circumstances restrict debts on your account without your express authority. The circumstances may include when:

i. the Bank has been served with a court order by a court of competent jurisdiction directing the same;
ii. the Bank has been served with an agency notice from any governmental or regulatory authority such as the revenue authority;
iii. the Bank is made aware of any dispute in the running of the account;
iv. the bank has cause to believe the account is being used for fraudulent, suspicious, illegal or irregular activity such as identity theft;
v. the Bank has, without success sought to obtain relevant documents relating to the account holder or the nature of certain transaction (s); or
vi. any other case that the Bank is legally bound

14. Notices and change of address

14.1 The Bank will send all written notices, letters and statements to the address last known to the Bank. Written notices will be deemed to have been received five working days after they have been sent by the Bank. If the address last known to the Bank is abroad the period will extend to fourteen working days.

14.2 As communicating with the Customer is important/vital the Customer must advise the Bank immediately in writing if the Customer's address changes. If the Customer fails to advise the Bank of a change of address and the Bank incurs costs as a result, the Customer may have to reimburse the Bank for those costs.

14.3 Notices given by either the Customer or the Bank under these Terms and conditions will only be valid if given in writing.

15. Privacy and Data Protection

15.1 The Bank will treat all the Customer's Account details and Personal information as private and confidential (even when the Customer is no longer a Customer). The Bank will not reveal the Customer's name, address or any details of the Customer's relationship with the Bank to anyone, other than in the following exceptional cases:
i. where the Bank has to give information under the law and Applicable Regulations;
ii. where there is a duty to the public to reveal the information;
iii. where the Bank's interests require the Bank to give the information (for example to prevent fraud) but the Bank will not use this as a reason for giving personal information or information about the Customer's Account to anyone else; or
iv. where the Customer or the individual concerned ask the Bank to reveal the information, or the Customer has given consent.

15.2 The Bank may need to convey a Customer's personal information to other companies in the Bank's group to ensure the efficient management of the Customer's Account with the Bank. Where the Bank does this, the Customer's personal information will not be used by them for the purposes of marketing without the Customer's express consent or, where relevant, the express consent of the person concerned;

15.3 Where the Bank needs to outsource work to third parties, the Bank will require the third party to observe the same levels of confidentiality and security that the Bank does. When the Bank needs to give the Customer's personal information to such a third party the Bank will require them to meet the same levels of privacy and confidentiality as the Bank demands and at all times to abide by the appropriate legal requirements; or
15.4 Where the Bank transfers the Bank rights or obligations under this agreement.

15.5 At the time of the Bank considering the Customer's application, and from time to time during the Customer's relationship with the Bank, the Bank may need to make an official search at various registries / credit reference agencies. The Bank will keep details of the search, even if the Customer's application is not accepted.

15.6 The Bank needs to make these searches so that it can obtain sufficient information to make a proper assessment on which of the Bank products and services are most suited to the Customer's needs and to help verify the Customer's identity. Carrying out these searches enables the Bank to open an Account more quickly and helps to lessen the risk of fraud or other criminal activity taking place.

15.7 You agree that we may transfer your personal data (including sensitive personal data) to or process it in other countries, whether or not those other countries have equivalent data protection legislation to the jurisdiction from which the account is provided. We shall use our reasonable endeavours to ensure that Customer information, including any personal data, is protected to the standards which we apply in the jurisdiction of the account.

15.8 To help the Bank form an accurate view of the Customer's existing financial commitments, searches made by the Bank, or a credit reference agency, may "link" to the records of others that have entered into joint financial obligations with the Customer (such as business partners and, if relevant, husbands, wives or other family members). Existing information held by credit reference agencies or other banks about the Customer may be "linked" to other persons in this way. If so, the Customer may be treated as financially "linked" for the purposes of any application the Customer makes to the Bank, which means that the Customer may be assessed in relation to joint obligations as well as those for which the Customer is solely responsible.

15.9 If the Customer applies for one of the Bank products or services with another person or persons (for example in a joint Account) the Customer is declaring that the Customer is entitled to disclose information about the other person or persons and authorise the Bank to search, "link" or record information. Where the Bank carries out a search through a credit reference agency a "link" will be created by the agency between the Customer and the other person or persons. By making this application the Customer and the other person or persons understand that each other's information will be taken into Account in future applications by any of the Customer.

15.10 The Bank may give details of the services and products that the Customer has, and the way that the Customer manages the Customer's Account, to a credit reference agency. If the Customer fails to comply with the conditions or the special conditions, the Bank may inform a credit reference agency and this may affect the Customer's ability to obtain financial services elsewhere.

15.11 Any of the information that the Bank gathers from a credit reference agency or through the Bank own research may be used by the Bank for the management of the Customer's Account, identification purposes, debt tracing and the prevention of money laundering.
15.12 To prevent fraud and assist in the verification of identity, the Bank may exchange information with other organisations and receive information from them. If the Customer gives false or inaccurate information and the Bank suspect fraud, the Bank will make a record of this. The Bank may also search records and information held by anti-fraud agencies and other organizations.

15.13 The Customer has a right to access records held by a credit reference bureau or fraud prevention agency. If the Customer asks, the Bank will inform the Customer how to get a copy of the information that credit reference agencies have about the Customer, or their leaflets that explain how credit referencing works, and there may be a charge for this. This Bank is happy to provide contact details for such agencies on request.

15.14 Sometimes the Bank may be approached by another person requesting that the Bank provides a financial reference about the Customer. If this happens the Bank will contact the Customer and ask the Customer to provide the Customer's written permission to do this.
15.15 Other organisations may subsequently use the records and information held by Bank after carrying out the search, including the details of a credit decision made about the Customer or other persons associated with the Customer, as well as using outside agencies to carry out credit and identity checks, the Bank will need to carry out its own credit checks to assess the Customer's application or to check details relevant to the Customer's existing Account with the Bank. Where the Bank does this, the Bank may also use its own credit-scoring methods and carry out its own identity checks, including searching the relevant government departments' Registries / credit reference agencies.

15.16 Inactive/Dormant Accounts

An Account shall be considered inactive/dormant if no transaction is effected for a period exceeding six months and the Bank shall, in this case, have the right to reject any debit to the Account including cheques or any withdrawals. The Customer shall be fully responsible for any consequences, claims, legal procedures or losses pertinent thereto, and the Customer declares that the Bank shall not in any case be responsible therefore, and the Customer should approach the Bank to re-activate or close the Account. Where the Bank decides to pay any cheque of a dormant Account status the Bank shall not be liable to the Customer in any way whatsoever.

16. Special Conditions relating to Savings Accounts

The Special Conditions set out below apply to Savings Accounts and are in addition to the Terms and Conditions herein.

16.1 The Bank shall in-line with its Mudharaba (investment) principles invest Customer's funds deposited in the Savings Account.

16.2 The Bank shall invest Customer's funds deposited in the Savings Account in Sharia'h compliant business transactions that are expected to generate a per annum Return to be advised to the Customer.

16.3 The expected Return shall be calculated and credited on such basis and in accordance with such formula as shall be mutually agreed between the Bank and the Customer.

16.4 The Return amount payable to the Customer will be paid by the Bank less any applicable taxes and relevant Bank charges.

16.5 Money deposited into the Savings Account may be withdrawn on demand in accordance with these Special Conditions and Terms and Conditions however Returns on the Savings Account shall only be paid to you at the end of the relevant Calculation Period.

17. Liability

This section sets out the extent of your liability to us and our liability to you.
Your liability

17.1 You are responsible for payment of any debt that arises on your account.

17.2 You will be liable for all losses you incur in respect of an unauthorised payment transaction where you have acted fraudulently, where you have failed, intentionally or with gross negligence, to comply with any term of our agreement with you in relation to the issue or use of a card or security details, or failed to notify us immediately if you have any reason to suspect any unauthorised use of your account or that someone else may know your security details.

17.3 You will also be liable for any losses you incur in relation to unauthorised payments from your account arising from the use of a lost or stolen card or security details or where you have failed to keep your security details safe.

17.4 If you will be liable for all losses you incur in respect of unauthorised paragraphs 17.2 and 17.3 for any losses arising from the unauthorised use of a card or security details after you have notified us of any related Security Issue as required under these Terms.

17.5 You agree that in addition to any general lien or similar right to which we as a Bank may be entitled by law, we may, at any time and without prior notice to you, combine or consolidate all or any of the accounts in your name and set-off such sums or otherwise apply any such sums in or towards satisfaction of any liabilities owing to us by you whether such liabilities be present or future, liquidated or unliquidated, joint or several. If your accounts are in different currencies, we may convert any such account at a market rate of exchange for the purposes of such combination of accounts and / or the set-off.
17.6 You will indemnify us for all liabilities, costs, expenses, damages and losses suffered or incurred arising out of or in connection with any dispute in respect of the account.

Our liability

17.7 We will not be liable to you for any loss you incur in respect of a payment not authorised by you in accordance with these Terms, or an incorrect payment, unless you notify us without undue delay on becoming aware of such unauthorised or incorrect payment and in any event no later than 3 months after the date that your account was debited.

17.8 We will not be liable for failing to make a payment or making an incorrect payment where you provide incorrect or incomplete payment details.

17.9 We will not be liable for any loss you incur if we decline to act following a request for supplementary documentation and information in order to comply with our due diligence obligations as required under the Applicable Regulations, and such documentation and information is not forthcoming.

18. Insurance on certain Account holders

We may insure Customers of selected accounts types subject to the Customer:

18.1 making an application to become that selected account holder;
18.2 maintaining an active account; and
18.3 maintaining a credit balance throughout.

19. Events outside our control

19.1 In the event of any failure, interruption or delay in performance of our obligations resulting from acts, events or circumstances not reasonably within our control, including but not limited to industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any form of telecommunication or computer services, we shall not be liable or have any responsibility of any kind for any loss or damage incurred or suffered by you as a result.

20. Miscellaneous

20.1 The Customer authorizes the Bank to set-off any credit balance to which the Customer is entitled on any Account with the Bank in satisfaction of any sum due and payable by the Customer to the Bank. For this purpose, the Customer authorises the Bank to purchase, with the moneys standing to the credit of any such Account, such other currencies as may be necessary to effect such application.
20.2 The Customer hereby authorizes the Bank to rely on and act, without any liability on the Bank's part, upon all instructions issued or purported to be issued by the Customer and to accept the same as correct, accurate and duly authorized by the Customer.
20.3 To help the Bank improve the Bank services the Bank may record or monitor phone calls.

20.4 The Bank may from time to time change the conditions, products or services that the Bank offers and the Bank may also introduce new products and services for the benefit of its Customers. The Bank will keep the Customer informed of any such developments.
20.5 From time to time, the Bank may decide not to exercise some of the Bank rights provided by these conditions, or the Bank may give the Customer additional time to comply with them. If the Bank does so, the Bank will still be able to require the Customer to comply strictly with the conditions on a later occasion.

20.6 These Terms and Conditions are not enforceable on a person who is not a Customer. The Customer's statutory rights are not affected by anything described in these conditions.

20.7 The Bank may transfer all or any of the Bank rights in relation to the Customer's Account. The Bank may also transfer any of its obligations but only to someone the Bank considers reasonable and capable of performing them to the same standard as the Bank. All references to the Bank in these conditions, special conditions and any other relevant conditions would then be read as references to the person to whom any relevant right or obligations the Bank has transferred, the Customer further agrees not to transfer any of the Customer's rights or obligations in relation to the Customer's Account.

20.8 Death/mental incapacity of the Customer

The Bank shall not be liable to act on any instructions given unless duly confirmed letters of administration are available. In the case of mental incapacity of a Customer, a court order appointing a guardian ad Litem must be availed for authority to operate an Account.

TERMS AND CONDITIONS FOR MOBILE BANKING

These terms and conditions apply if you have an account and wish to subscribe to the mobile banking service and they explain our obligations to you and your obligations to us.

21 The Service

21.1 We will provide the mobile banking service ("the Service") to you through your mobile phone. You must be a subscriber of a mobile service provider with which the Bank has an agreement with for the provision of this service for you to access the Service.

21.2 The Bank reserves the right to accept or decline any application for the Service at its sole discretion.

21.3 The Service will only be provided through the mobile service provider(s) which the Bank's sole discretion may determine from time to time. The processing of your application and the subsequent registration for the Service will be done within working days of submitting Your application.

21.4 It is your sole responsibility to familiarize yourself with the operating procedures for the Service as will be provided by the Bank upon your registration to the Service. The Bank will not be liable for any losses incurred as a result of your errors either of commission and/or omission.

21.5 You agree and undertake to be bound by and to comply with all of the Procedures as may be issued by the Bank from time to time. The Bank shall not be bound by or obliged to take any action on any instructions which do not properly comply with the procedures and the Bank may reject such non-compliant Instructions.

21.6 The Bank will provide you with a Personal Identification Number (PIN) for use with this Service. You must keep this PIN secret and not disclose it. You must take all reasonable care to prevent unauthorized or fraudulent use of the Service. The Bank will not be held liable for any losses arising from the unauthorized use of your PIN.

21.7 The Provision of the Service is subject to the availability of the mobile telephony connectivity. The Bank will not be held liable for non-delivery or delay in delivery or wrongful delivery of the Service, as

a result of the failure of the mobile telephony connectivity.

21.8 You agree that the Bank shall not be held liable for any disputes that may arise between you and your mobile service provider.

21.9 This Service will be provided to you as long as you are the sole account holder of your account(s) or have the mandate to singularly operate the specified accounts.

21.10 The Bank will ensure as far as possible that any information supplied to You through the Service is accurate. We shall not be liable for any error which results in the provision of inaccurate information.
21.11 The Service will only be available in geographical regions where the chosen mobile service provider(s) provide (s) mobile telephony connectivity.

21.12 You undertake to keep your SIM card and cell phone safely. You must not leave your Mobile Phone unattended or permit any person access to your Mobile Phone in such a manner that he may use it and/or the Mobile Banking-Service, whether with or without your consent.

21.13 You must notify the bank immediately of theft or loss of your mobile phone/SIM Card; any unauthorized access to the Service or upon Your discontinuation of the telephony service with Your mobile service provider through our Contact Centre at South C. The Bank shall not be held liable for any losses resulting from the loss of the SIM card and/or cell phone howsoever caused.

21.14 The Bank reserves the right to enhance the Services at anytime without notice to You. It is Your responsibility to keep updated with these enhancements. The Bank will make all reasonable efforts to notify you of any changes or updates.

21.15 The Bank reserves the right to charge a fee for the provision of the Service and for the use of all or part of the Service. You will be notified of these fees from time to time. You will be liable to pay the Bank for any fees levied for the use of the Service, unless the Bank in its sole discretion has waived such fees. By accepting these terms and conditions you provide the Bank with the authority to debit these fees from your current account on a monthly basis. These charges will be reflected in your normal bank statement. The Bank reserves the right to revise the fees chargeable for this Service from time to time. The Bank reserves the right to terminate this Agreement in the event that you fail to pay any fees levied for the provision of the Service.

21.16 The Bank shall not be held liable for the quality of service of the mobile service provider and gives no warranty with respect to the quality of service by the mobile service provider.

21.17 You must notify the Bank of any changes in your account number, mobile telephone number, address and any other information that may affect Your ability to access the Service. The Bank will not be held liable for sending information to Your mobile telephone number as contained in our records at any given time.

Non-repudiation

21.18 Until and unless you notify the Bank otherwise, all Instructions received by the Bank which are associated with your Mobile-Phone details shall be deemed to have come from you and the Bank shall be entitled to rely on such Instructions, whether they actually originated from you or not. You acknowledge that the Bank may not be able to reverse or annul any transaction executed based on Instructions received prior to your notice to the Bank.

21.19 You hereby indemnify and hold indemnified the Bank against any loss, claim and/or damage that may arise due to negligence, fraud, collusion or violation of these Terms on Your and/or a third party's part.

Termination and Consequences Of Termination

21.20 You may terminate the use of this Service through an application form available at our branches. Such requests will be effected within five (5) working days of receipt of the termination notice by Us. Any fees that may be outstanding at the time of such termination will remain payable and the Bank reserves the right to debit such fees from your account.

21.21 You will remain liable for any mobile service provider charges that may arise from the use of this Service, as per the mobile service provider's terms and conditions.

Discontinuation of the Service

21.22 The Service may be discontinued by us at our sole discretion and at any time without prior notice to you. The Bank may also suspend the service temporarily, without any notice to you, for upgrade, expansion, maintenance and repair activities, or for any emergency reason as deemed necessary.
21.23 Information and Instructions received from you through the Service, will be stored by the Bank and accessed by employees of the Bank (as is deemed necessary).

22. Payment and or receipt of interest:

Both the Bank and the Customer hereby agree that the payment and/or receipt of interest are against Sharia'h principles and consequently these Terms and Conditions do not involve the payment or receipt of interest. The Bank and the Customer further agree that neither of them will in any proceedings against the other, claim interest from the other and both hereby expressly waive and reject any entitlement to recover interest from the other.

23. Governing Law

The performance under this Terms and Conditions by the Bank and the Customer shall at all times be subject to the relevant laws and regulations of the Republic of Kenya. The Customer and the Bank hereby agree to submit to the exclusive jurisdiction of the Courts of Kenya.

24. Acceptance of these Terms & Conditions

I/We acknowledge that I/We have read, understood and agreed to be bound by these Terms and Conditions, and that they shall apply to all accounts currently opened or to be opened in the future with the Bank, and I/We have signed in agreement to the same.

Key Facts Document Current Accounts - Exclusive Banking Products

Product Name	Target Market	Currency	Type	Access to Cheque Book	Access to Mobile Banking	Access to Internet Banking	Access to Debit Card	Insurance Cover	Monthly Ledger Charges	Other Service Charges
Elite Account	Salaried customers with income of 75K per month or total income adding up to 50K for Rural Areas	KES	Current	Yes	Yes	Yes	Yes	Yes	Monthly Fee - Kes. 1,500	As per the published tariff
Elegant Account	Top salaried individuals with income of KES. 200,000 or with balances of 5M	KES	Current		Yes	Yes	Yes	Yes	Monthly Fee - Kes. 3,000	As per the published tariff
Biashara Club Account	Business and Individuals	KES	Current	Yes	Yes	Yes	Yes - where applicable	Yes	Monthly Fee - Kes.2,500	As per the published tariff
Biashara Foreign Currency Club Account	Business and Individuals dealing in foreign currency	USD, EUR, GBP, ZAR	Current	Yes	Yes	Yes	Yes - where applicable	Yes	Monthly Fee - \$50	As per the published tariff

Key Facts Document - Other Banking Products - Personal Accounts

Product Name	Target Market	Currency	Type	Access to Cheque Book	Access to Mobile Banking	Access to Internet Banking	Access to Debit Card	Insurance Cover	Monthly Ledger Charges	Other Service Charges
Personal Current Account	Individuals	KES	Current	Yes	Yes	Yes	Yes	No	Monthly Fee - Kes. 750	As per the published tariff
Alpha Account (Salary)	Salaried Customers with minimum income above Kes. 10,000 net pm	KES	Current	Yes	Yes	Yes	Yes	Yes	Monthly Fee - Kes. 500	As per the published tariff
Personal Foreign Currency Account	SME's & Sole Proprietors	KES	Current	Yes	Yes	Yes	No	No	Monthly Fee - Kes.1,000	As per the published tariff
Sahlah Account	Individual Low Income Eamers (Below Kes. 10,000 net pm)	KES	Transactional	No	Yes	Yes	Yes	No	No Monthly Fee	As per the published tariff
Check Plus Account	Individuals (Ideal for Rural Areas)	KES	Transactional	Yes	Yes	Yes	Yes	No	Monthly Fee - Kes. 450	As per the published tariff
Lulu Account	Ladies	KES	Transactional	Yes	Yes	Yes	Yes	No	No Monthly Fee	As per the published tariff
Busara Account	Individual Savers	KES	Savings	No	Yes	Yes	No	No	No Monthly Fee	As per the published tariff
Labbeyk Account	Pilgrims	KES	Savings	No	Yes	Yes	No	No	No Monthly Fee	As per the published tariff
Student Account	College & University Students	KES	Savings	No	Yes	Yes	Yes	No	No Monthly Fee	As per the published tariff
Young Community Savers Account (YCS)	Children under 18 years	KES	Savings	No	Yes	Yes	No	No	No Monthly Fee	As per the published tariff
Invest Plus (Fixed Maturity)	Fixed Term Savers	KES, USD, GBP, ZAR, EUR	Savings	No	Yes	Yes	No	No	N/A	As per the published tariff
Ufanisi Binafsi Account	Small Scale Entrepreneurs	KES	Savings	No	Yes	Yes	Yes	No	No Monthly Fee	As per the published tariff
Foreign Currency Savings Account	Individuals	USD, EUR, GBP, ZAR	Savings	No	Yes	Yes	No	No	No Monthly Fee	As per the published

Customer's Name

Signature

Date
