

respect thereof shall be to re-establish the Service as soon as reasonably practicable or, at the Bank's option, to provide to the Customer alternative banking facilities which need not be electronic FCB facilities.

9.5. Save as provided in subparagraph 8.4, the Bank shall not be liable to the Customer for any interference with or unavailability of the Service, howsoever caused.

9.6. Under no circumstances shall the Bank be liable to the Customer for any loss of profit or anticipated savings or for any indirect or consequential loss of whatever kind, howsoever caused, arising out of or in connection with the Service.

9.7. Except in respect of death or personal injury caused by the negligence of the Bank, the Bank shall be under no liability whatsoever in respect of any terms of this Agreement or their performance thereof or any transactions effected by the Bank in response to any Request:

9.7.1. In the case of any claim relating to a transaction, within thirty (30) days from the date of the alleged transaction on which such claim is based; and

9.7.2. In all other cases within one (1) year of the date of the alleged action or inaction by the Bank on which such claim is based.

9.8. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

10. AMENDMENTS

The Bank may amend the, or change the agreement at any time. If the change adversely affects the Customer, the Bank will give the Customer notice prior to the effective date of the amendment.

11. TERMINATION

11.1. Notwithstanding anything contained in this agreement, the agreement may be terminated at any time by either party giving the other one calendar month's notice, PROVIDED that in the event of any change in any law or the application thereof, or any other event which, in the judgment of the Bank, would have the effect of prejudicing the Bank should it continue with the rendering of the Service to the Customer, the Bank shall be entitled to terminate the agreement at any time without notice to the Customer.

11.2. If the Customer terminates the agreement, the Bank may continue to make transfer of funds and other transactions that the Customer would have previously authorized until such time as the Bank will have had a reasonable opportunity to act on the Customer's notice of termination.

11.3. The termination of this Agreement shall not, in itself, terminate or affect the relationship of Banker and Customer between the Bank and the Customer.

11.4. Paragraphs 8, 12.3, 12.5 and 13 and shall survive termination of this Agreement.

12. GENERAL PROVISIONS

12.1. The Customer shall not assign the benefit of this Agreement or any rights arising hereunder without the prior written consent of the Bank.

12.2. No waiver by the Bank of any breach by the Customer of any of the terms of this Agreement shall be effective unless it is an express

waiver in writing of such breach. No waiver of any such breach shall waive any subsequent breach by the Customer.

12.3. The Customer acknowledges:
12.3.1. that it has not relied upon any representation, warranty, promise, statement of opinion or other inducement made or given by or on behalf of or purportedly by or on behalf of the Bank in deciding to enter into this Agreement; and that;

12.3.2. no person has or has had authority on behalf of the Bank whether before, on or after the signing of this Agreement to make or give any such representation, warranty, promise, statement of opinion or other inducement to the Customer or to enter into any collateral or side agreement of any kind with the Customer in connection with the Service.

12.4. This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. For the avoidance of doubt, nothing herein shall vary, discharge or in any other way affect or prejudice any security granted by the Customer or any third party in favour of the Bank in relation to any obligations of the Customer which may arise if any Request from the Customer hereunder is acted upon by the Bank.

12.5. Any notice required to be given in writing under this Agreement and/or the schedules or parts of this Agreement shall be sufficiently served if sent by registered post, stamped and properly addressed;

12.5.1. to the Manager of the Branch or of the Bank at the address of the Branch or the Bank set out in Part II of the

schedule if to be served on the Bank; or
12.5.2. to the Customer at the address given for the Customer in Part I of the schedule to this Agreement, if to be served on the Customer and shall be deemed to have been served five banking days after posting. A copy of any notice served on a Branch shall also be sent by registered post to the Bank at the address set out at the end of this Agreement or such other address as the Bank may notify to the Customer from time to time for this purpose. Failure to send such a copy shall not invalidate any notice served on Branch.

13. CONFIDENTIALITY AND DISCLOSURE

13.1. You undertake to maintain the confidentiality of the PIN &/or its ID, access code and Password and any other information and materials of any nature supplied to it/you by the Bank in relation to the Service. You agree to notify your nominated user, agents, employees and/or sub-contractors of the provisions of this paragraph and to impose this confidentiality requirement on its nominated user, agents, employees and/or sub-contractors entering into separate agreements, if necessary. You shall be fully liable to the Bank for any breach of the provisions of this paragraph by yourself, your nominated user, your employees, your agents and/or sub-contractors.

13.2. You authorise us to collect, retain and use personal information about you for certain purposes as detailed in such data protection and privacy policies as FCB Bank may issue from time to time.

13.3. You agree that we are authorised to disclose any necessary information (including any personal data) regarding you and the status of your accounts (including deposit accounts) with us or any Bank Member obtained under this Agreement or any other agreement with us or with a Bank Member to any or all of:

13.3.1. your holding company or any other group company of yours;

13.3.2. any office/branch/division of any Bank Member;

13.3.3. any agent, contractor or third party provider or service provider or professional adviser who provides administrative, telecommunications, computer, payment, collections, security, clearing, credit reference or checking, or other services or facilities to us in connection with the operation of our business;

13.3.4. any person to whom we are required to make disclosure to under the requirements of any law, regulation or practice;

13.3.5. any financial institution with which you propose to have any dealings; and

13.3.6. any actual or proposed participants or sub-participants in, or assignee, novatee or transferee of, any of our rights in relation to you;

13.3.7. and to use such information in connection with the administration and operation of the Services.

14. INTELLECTUAL PROPERTY RIGHTS

14.1. The Customer acknowledges that the intellectual property rights in the System (and any amendments or enhancements thereto from time to time) and all associated documentation that the Bank provides to the Customer through the System or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sub-license the System and/or the said documentation. The Customer shall not infringe any such intellectual property rights.

14.2. The Customer shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Bank.

15. DISCLOSURE

15.1. The customer(s) agrees and consents that the Bank may disclose any information in the possession of the Bank relating to account details to any and all agents used by the Bank in the course of the operation of the account including but not limited to agents appointed by the Bank to manage the account.

15.2. The customer(s) agrees and consent that the Bank may disclose any information in the possession of the Bank relating to this application and or account to any third party (including other institutions licensed under the Banking Laws of the Republic of Kenya and Credit Reference Agencies) if in the Bank's opinion such disclosure is necessary for the purpose of evaluating any application made to the Bank by customer(s) maintaining an account with the Bank or for other purposes but within the strict confinements of the laws of Kenya.

15.3. The customer(s) agrees and confirm that the Bank may disclose any information in the possession of the Bank relating to this account details

of the account holder to any third party (including other institutions licensed under the Banking laws of the Republic of Kenya and Credit Reference Agencies) for the purpose of evaluating the applicant(s) credit worthiness or for any other lawful purpose.

15.4. The customer (s) consents that the Bank may obtain any information relating to the customer from any third party including Credit Reference institutions licensed under the laws of the Republic of Kenya if in the Bank's opinion such disclosure is necessary for the purpose of evaluating any application made to the Bank by the customer or for any other purpose as maybe prescribed by any existing law.

16. GOVERNING LAW

This Agreement shall be governed by and shall be construed according to the Laws of Kenya. The parties hereby irrevocably submit to the jurisdiction of the Courts of Kenya, but the Bank shall be at liberty to enforce anywhere a judgment in any jurisdiction where the Customer carries on business or has any asset.

17. ACCEPTANCE

I/we have read and fully understood the terms and conditions governing the use of FCB Mobile &/or FCB Online Banking services offered by FCB Bank Limited and I/We hereby accept them and will abide by them. I/we further confirm that we have independently verified the terms and conditions noted above and where necessary we have consulted other persons independent from the Bank's officials.

1. _____
(Signature)

(Name)

Dated this _____ day of _____ 20____

2. _____
(Signature)

(Name)

Dated this _____ day of _____ 20____

3. _____
(Signature)

(Name)

Dated this _____ day of _____ 20____

4. _____
(Signature)

(Name)

Dated this _____ day of _____ 20____

5. _____
(Signature)

(Name)

Dated this _____ day of _____ 20____

Affix company seal (if a company)

Company Stamp

ONLINE BANKING APPLICATION FORM (CORPORATE)



First Community Bank
driven by ethics

BRANCH: _____

DATE: ____/____/____

CLIENT ACCOUNT DETAILS

Account Title: _____

C.I.F Number: _____

P.O. Box: _____

Postal Code: _____

Town: _____

Registration/
Incorporation no: _____

Registration/
Incorporation date: _____

Tel Number(s): _____

Mobile Number(s): _____

E-mail Address: _____

ACCEPTANCE

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

Signed:

1. _____	Name	ID/Passport Number	Signature
2. _____	Name	ID/Passport Number	Signature
3. _____	Name	ID/Passport Number	Signature
4. _____	Name	ID/Passport Number	Signature

FOR OFFICIAL USE

	Name	Signature	Date
Signature & Account details verified by:			
Branch Authorization by:			
User ID Created by:			

