



Prime Bank

P U T T I N G   Y O U   F I R S T



Prime Mobi  
Banking



APPLICATION FORM

The Branch Manager,  
Prime Bank Ltd,

Branch

Date:

I/We hereby apply for the mobile banking facility offered by the Bank.  
Details of the account/s are furnished herein below:

### APPLICANT DETAILS

PLEASE USE UPPER CASE TO FILL OUT THE FORM

Name of the Primary Applicant																												
Date of Birth [DD/MM/YY]							ID / Passport Number																					
<b>Facilities Requested:</b>													KRA PIN															
Mobile Banking:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	If No, Prime Alerts	<input type="checkbox"/>	Cash 2 Bank	<input type="checkbox"/>																				
(SMS / EMAIL) Alerts "Subject to SMS charges"	DR	<input type="checkbox"/>	CR	<input type="checkbox"/>	Both	<input type="checkbox"/>																						
Phone Model																												
CIF ID: To be filled by branch																												

\* SMS Alerts will be sent only to Mobile Numbers in Kenya

I/We request you to link the following accounts to Mobile Banking:

	Account Name	Mode of Operation	Account Number	Scheme Code <small>(to be filled by the branch)</small>
1				
2				
3				
4				
5				

### EMAIL/SMS ALERTS USER DETAILS

Account Number	Email Address	Mobile Number Enter ISD code First E.g. (+254) 722 222 222

# TERMS AND CONDITIONS

These Terms and Conditions govern the provision of and use by a Customer of the Mobile Banking Services provide by Prime Bank Limited. They are meant to be read together with the Bank's General Terms and Conditions with respect to Bank Accounts.

## NOW IT IS HEREBY AGREED AS FOLLOWS:-

- 1.1 In this Agreement including the Schedule, the following definitions shall have the following meanings:
  - 1.1.1. "Application Form" means the application form attached to these Terms and Conditions which is required to be completed by the Customer and submitted to Bank in order to access the Mobile Banking Services;
  - 1.1.2. "Bank" refers to Prime Bank Limited, incorporated in Kenya as a limited liability company under the Companies Act;
  - 1.1.3. "Bank Account" refers to any Account of the Customer maintained with the Bank whether the same be personal, business or transaction Account(s) or an Account under any category, type or name;
  - 1.1.4. "Bank Administrator" is any Bank Official authorized by the Bank to create/modify/delete users who are Customers and allocate appropriate privileges to such users to view/operate Bank Accounts;
  - 1.1.5. "Banking day" a day upon which the counters of the Bank or its branches are open for the transaction of ordinary business.
  - 1.1.6. "Branch" a branch or branches of the Bank which may from time to time be specified by the Bank to the Customer.
  - 1.1.7. "Channel" means all or any system, medium or channel (including telephone and facsimile). Whether Mobile based or not, which may be established by the Bank from time to time to enable a Customers' access and utilize banking and other services provided by the Bank from time to time.
  - 1.1.8. "Channel Services" means the provision by the Bank to a Customer of access to one or more channels pursuant to the terms of this Agreement enabling the Customer to utilize one or more of the product services.
  - 1.1.9. "Customer" refers to a Bank's Customer who is operating an active Bank Account with the Bank and who wishes to access the Mobile Banking Services and has duly completed the Application Form and provided the information and documents as are required by the Bank to activate the use of the Mobile Banking Services. Where the "Customer" is more than one person such as where a Bank Account is a joint involving two or more persons a references to the "Customer" shall include all such persons and the obligations of the Customer shall be joint and several;
  - 1.1.10. "General Terms and Conditions" refer the Bank's General Terms and Conditions for opening and operating a Bank Account with the Bank signed by the Customer at the time the Customer opens a Bank Account with the Bank;
  - 1.1.11. "Nominated User(s)" the representative or representatives of the Customer authorized by the Customer to hold and change the password and hence to access the system or service on behalf of the Customer.
  - 1.1.12. "MSP" any mobile service provider through whom the Customer or the bank receives the mobile services as notified by the bank.
  - 1.1.13. "Mobile Banking" means Prime Mobile Banking Service or the performance of transactions, payments, etc. over the phone through the bank's secure system.
  - 1.1.14. "Service", "Services", "MB- or Mobile Banking Services" and "Mobile Banking Services" are used interchangeably to refer to Mobile and electronic mail banking services provided by the Bank through the System which include viewing of Account details, Account balances and transaction particulars and initiating and authorizing certain financial and non-financial transactions as determined by the Bank for the time being and from time to time and whose operations are scoped in Mobile Banking
  - 1.1.15. "Service Addendum" an addendum which will amend or replace all or part of the Schedule setting out the terms of any additional service, any changes to the Service or to the charges for the Service, as advised to the Customer by the Bank from time to time, such addendum replacing the then existing Schedule of relevant part once it has been received by the Customer in accordance with the terms of paragraph 8
  - 1.1.16. "Request" a request or instruction received by the Bank from the Customer or purportedly from the Customer through the Service and upon which the Bank is to act.
  - 1.1.17. "System" means the Mobile Banking System maintained by the Bank to provide the Services;
  - 1.1.18. "Terms and Conditions" refer to the contents of this document subject to which Bank has agreed to provide the Mobile Banking Services to the Customer.
  - 1.1.19. "User ID" or "Login Id" refers to a unique identifier of the user/person authorized by Bank to access and use Mobile Banking services and which together with, Password (MPIN/TPIN) enables the Customer to log into the System and use the Mobile Banking Services;
  - 1.1.20. "MPIN" means Mobile Banking Login Password (Personal Identification Number) is used to log into the Mobile Service after successful authentication by the Bank system.
  - 1.1.21. "TPIN" means Mobile Banking Transaction Password (Personal Identification Number) which is kept secret by Customer and is used to confirm a transaction in the Mobile Banking Service after which the Transaction will be authorized upon successful authentication by the Bank system.
- 1.2. **In this Agreement:**
  - 1.2.1. References to "the Bank" shall include the Bank, its successors and assigns.
  - 1.2.2. References to "the Customer" shall include the Customer, the Customer's successors and permitted assigns (or personal representatives as the case may be) and references to a "subsidiary" shall mean a subsidiary undertaking within the meaning of Section 154 of the Companies Act (Cap 486 of the Laws of Kenya).
  - 1.2.3. Where "the Customer" is more than one person, references to "the Customer" shall include all and/or any such persons and the obligations of the Customer shall be joint and several.
  - 1.2.4. Words in the singular shall include the plural and vice versa and words importing any gender shall include all other genders.
  - 1.2.5. "Person" shall include a body of persons or a corporate entity.
  - 1.2.6. References to paragraphs, sub-paragraphs and Schedules shall mean paragraphs, sub-paragraphs and Schedules of this Agreement.
  - 1.2.7. Words referring to parts or functions of the Service shall, unless otherwise defined in the Agreement, bear the meaning given to them in the Product profile.
2. **System Usage and Fundamental Basis of Provision of the Mobile Banking Services by the Bank:**

- 2.1. The Customer is fully aware, understands and appreciates that the Mobile Banking Services and the access or transmission of information through the Mobile or email may not always be accurate or secure and may also be unavailable or incomplete. The Bank does not therefore provide any warranties as to the availability or accuracy or security of the Mobile Banking Services and the Customer hereby irrevocably agrees and confirms that the use of Mobile Banking Services is made on the said full Bank and the Customer has full knowledge thereof and the Customer shall hold the Bank harmless and free from any claims and demands whatsoever.
- 2.2. By enrolling in or using Mobile Banking Services, the Customer agrees to abide by these Terms and Conditions which supplement the Bank's General Terms and Conditions and other applicable disclosure statements and agreements, including, without limitation, Depositor's Agreement, Schedule of Fees, Funds Availability Disclosure, Electronic Banking Terms and Conditions Disclosure Statement and Agreement and Privacy Policy, in effect from time to time. In the event that any provision of these Terms and Conditions conflict with the terms contained in any such disclosure statements and agreements, these Terms and Conditions shall apply, to the extent necessary.
- 2.3. The Bank will maintain the System to provide the Customer with information about the Bank services and products, including Prime Bank's Mobile Banking service, and wishes to take on the Service, they will be required to sign the Terms and Conditions and their subsequent use of the service constitute their agreement to these Terms and Conditions. However it should be noted that, users to the service must first register to enable them access any of the material under Mobile Banking service.
- 2.4. Once the Bank has formally approved the Customer and the Customer has been maintained as an authorized user of the MPIN and TPIN known only to the Customer, and then only shall the Customer be afforded use of the Service. The PINs will form a unique link to each specific Customer's profile(s).
- 2.5. The Bank reserves the right to add, modify, replace or withdraw any mobile banking service / profile as and when required and for any reason whatsoever, without prior notice to customers.
- 2.6. **ACCOUNT ACCESS** After a Customer has successfully registered, the Customer will be able to use the Services seven (7) days a week, twenty-four (24) hours a day, although some or all of the Services may not be available during regularly scheduled maintenance periods, or during System/network interruptions
- 2.7. **ELIGIBILITY FOR THE SERVICES** To be eligible to register and use the Services, a Customer must maintain at least one account with the Bank. If a Customer has more than one account that is eligible for access through the Services, the Bank will strive to link the Customer's accounts together, and such accounts will appear in the Customer's Mobile banking profile, unless the Customer requests otherwise. The Customer should note however that certain features of the Services may not be available for all of the Customer's accounts. Accounts the Bank after the Customer's initial enrolment in the Services will be enabled in the Mobile Banking Services.
- 2.8. **TRANSFER LIMITATIONS** The Bank reserve the right to place limits on the frequency and amounts of any transfers or refuse to make transfers between accounts and outside the Bank. The Bank will endeavour to notify the Customer if the Bank determines that it cannot carry out a Customer's transfer instructions.
3. **Application for Mobile Banking Services:**
  - 3.1. Only a Customer who already holds an operative/active Account with the Bank may apply for Mobile Banking Services and the Customer wishing to use Mobile Banking Services shall apply for Mobile Banking Services by completing the Application Form and accepting these Terms and Conditions in writing. The Application shall be subject to the Bank's approval.
  - 3.2. The Bank may levy a charge/recurring fee for the Mobile Banking Services. In consideration of the Customer agreeing to pay to the Bank the prescribed fees and charges as set out in the tariff card, the Bank shall provide the Customer Mobile Banking Services subject to and in accordance with these Terms and Conditions.
  - 3.3. After the Bank has approved the Application, the Customer details will be maintained in the Bank's records and in the System as an authorized user of the Mobile Banking Services. The Customer will be issued a one-time sign-in password and one-time transaction password. At the time of logging into the System for the first time, the Customer is advised to change their MPIN and TPIN. This MPIN and TPIN should be memorised and should not be shared with any one and the to abide by the terms of their use in accessing the Mobile Banking Services.
  - 3.4. The Customer shall, when applying for Mobile Banking Services, specify the Account or Accounts which will be accessed and the type of Services required as per Application Form. Any addition/change to the list of Mobile Banking Services will be considered by the Bank only on a written-application from the Customer subject to acceptance of such additional terms and conditions and additional charge if any. The Bank reserves the right to modify, replace or withdraw any type of Mobile Banking Services provided by the Bank at any time, for any reason whatsoever, without prior notice to the Customers or any of them.
4. **Customer's Facilities and Customer's Responsibilities:**
  - 4.1. The Customer agrees to set and use strong passwords exclusively known to him/her following the password rules set by the Bank. The Customer shall memorize the passwords and refrain from writing them down or storing them in clear text anywhere to prevent their misuse. The Customer will undertake to maintain absolute secrecy and shall not share the passwords with anyone including the Bank's employees and maintenance vendors. The Customer also undertakes to hold the electronic security tokens (when provided) safely and not allow their use by anyone except those to whom they have been issued.
  - 4.2. The Customer agrees to use the Mobile Banking Services from a safe environment in terms of privacy and prevention of misuse and unauthorized access. For this purpose the Customer shall at their own cost and expenditure acquire or use a mobile which has secure mobile phone access enabled.
  - 4.3. The Customer shall be responsible for maintenance of Mobile Phone used by the Customer to access the System. The Bank will neither be responsible nor liable for any errors or failures caused by any malfunction of the Customer's phone or that of the network used by the Customer. The Customer shall be responsible for payment of charges for Mobile Data and Mobile Phone use.
  - 4.4. The Customer shall prevent any access to or use of the Service by any person not authorized by the terms of this Agreement. The Customer shall ensure that none of the Service Materials becomes known to or comes into possession of any unauthorized person.
  - 4.5. The Customer will obtain all licenses and consents necessary to have access to and use of the Mobile Banking Services and will ensure that all persons allowed



- to access the System will comply with all laws and regulations applicable to the use of the System and will follow all instructions, procedures and terms contained in these Terms and Conditions and any additional conditions imposed by the Bank concerning the use of the System and the Services.
- 4.6. The Customer will exercise adequate care to prevent any unauthorized access to the Mobile Banking Services or the System by maintaining their MPIN and TPIN strictly confidential. The Customer must ensure that the Mobile Banking access page while an authorized user has logged in. The Customer must log out immediately after completing the task during a session.
- 4.7. The Customer shall take necessary precautions to detect any unauthorized use of the System and the Service. For this purpose, the Customer shall ensure that all necessary transaction acknowledgements are obtained from the Bank and communications from the Bank are examined and checked promptly.
- 4.8. The Customer shall notify the Bank immediately by telephone and also through a written communication if any of the login name/ passwords or the system security at Customer site has been compromised (passwords have been exposed or security token is lost and so on). The requirement for such notification to Bank applies whether any such security breach has already occurred or likely to occur provided that such notification shall not discharge the Customer from the Customer's liability to the Bank or place any burden or obligation on the Bank.
- 4.9. The Customer shall take all reasonable precautions to detect any unauthorized use of the Service. To that end, the Customer shall ensure that all communications to the Bank are examined and checked to ensure that any unauthorized use will be detected.
- 4.10. The Customer shall immediately inform the Bank by telephone with a written confirmation sent the same day in the event that the Customer has (or ought to have) reason to believe that unauthorized use of the Service has or may have occurred or could occur and transactions may have been fraudulently input.
- 4.11. The Customer shall not send or attempt to send any request or instruction to the Bank through the Service if the Customer has (or ought to have reason to believe that for any reason such request may not be received by the Bank or may not be received accurately and intelligibly.
- 4.12. The Customer shall at his own expense provide and maintain in safe and efficient operating order such hardware, software and other facilities (including access to any public telecommunications systems), and any communications network necessary for the purpose of accessing the System and the Service.
- 4.13. The Customer shall be responsible for ensuring proper performance of the phone including any losses or delays that may be caused by the MSP. The Bank shall neither be responsible for any errors or failures caused by any malfunction of the Customer's phone, and nor shall the Bank be responsible for any virus or related problems that may be associated with the use of the System / Phone, the Service and the phone. The Customer shall be responsible for charges provider providing the Customer with connection to the Mobile and the Bank shall not be responsible for losses or delays caused by any such service provider.
- 4.14. The Customer shall abide with any applicable regulations necessary to have access to and use of the System and shall ensure that all persons it allows to have access to the System shall comply with all laws and regulations applicable to the use of the System and follow all instructions, procedures and terms contained in this Agreement and any document provided by the Bank concerning the use of the System and Service.
- 4.15. The Customer shall at all times follow the security procedures notified to the Customer by the Bank from time to time or such other procedures as may be applicable to the Service from time to time; The Customer acknowledges that any failure on the part of the Customer to follow the recommended security procedures may result in a breach of the Customer's profile confidentiality and may lead to unauthorised transactions in accounts linked to the Customer's Service subscription with the Bank. In particular, the Customer shall ensure that the Service is not used or Requests are not issued or the relevant functions are not performed by anyone other than a person authorised to do so.
- 4.16. The Customer shall not at any time operate or use the Service in any manner that may be prejudicial to the Bank.
- 4.17. The Bank shall be entitled and authorised to debit the Customer's accounts with the amounts of the transactions effected via the Service as well as debit the Customer's account with the amount of any fees applicable to the Service from time to time.
- 4.18. The Customer shall be responsible for the Acts and Omissions for the use of the facility and the Bank shall not be responsible for any loss that arises there from.
- 5. Instructions by Customers / Bank's Authority in dealing with Customer requests/ Customer-initiated transactions:**
- 5.1. The Bank is irrevocably authorized by the Customer to act on all Requests received by the Bank from the Customer (or purportedly from the Customer) through the System and to hold the Customer liable thereof, notwithstanding that any such requests are not authorised by the Customer or are not in accordance with any existing mandates given by the Customer. If the Customer requests the Bank to cancel any transaction or instruction after a Request has been received by the Bank from the Customer, the Bank may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.
- 5.2. The Bank shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Bank believes that it can correct the incomplete or ambiguous information in the Request without reference to the Customer being necessary.
- 5.3. The Bank shall not be obliged to accept or to act upon any Request if to do so would require access to, action by, or information from the Branch, or any subsidiary or the Bank located in any jurisdiction where it is not a Banking Day at the relevant time when such access, action or information is required or would cause a breach of any existing mandate facility limit or agreement between the Bank, the Branch and/or any subsidiary of the Bank (as applicable) and the Customer. In the event that the Bank does accept or act upon any such Request, the Customer shall remain liable thereof.
- 5.4. For the purposes of carrying out any instruction, the Customer authorizes Bank to transmit payment instructions on the Customer's behalf and to act for these purposes as instructing financial institution (or procure any other Bank Member or third party so to act) and the Customer acknowledges that Bank will be acting as the Customer's agent for the purpose of transmitting or procuring the transmission of any such Instructions and that the Bank or any other Bank Member or third party being the recipient of any such Instructions shall be authorised and entitled to act upon them as if they had been given directly by the Customer to such recipient, and agrees to authorize any relevant third party to provide account and other information to the Bank.
- 5.5. For the avoidance of doubt, the Customer agrees that Bank is authorised to record all telephone conversations made between them in writing or by tape or other means as the Bank may determine; where any Instruction is given by fax, email, or sms followed by delivery of the original Instruction, the fact that the same had been given by fax, email or sms and the date of the facsimile shall be annotated on the original copy (where possible). In the absence of such annotation, the Customer agrees that Bank shall not be liable for any consequences including (without limitation), in the case of payment Instructions, any losses arising from any duplication of payment or fund transfer, and as between the Bank, and in the absence of manifest error, the Bank's records (whether in paper, electronic, data or other form) of each Instruction or other communication with the Customer shall be conclusive evidence of the fact of receipt or non-receipt of such Instruction or communication and of the contents of an instruction or communication.
- 5.6. In the event of any conflict between any terms of any Request from the Customer and the terms of these Terms and Conditions, the terms of these Terms and Conditions shall prevail. These Terms and Conditions and all authorizations and other procedures agreed under these Terms and Conditions supplement any General Terms and Conditions and any mandates, which apply to the Customer's Bank Accounts with the Bank.
- 5.7. The Bank shall be entitled and authorized to debit the Customer's Bank Account with the amounts of the transactions effected via the Service as well as debit the Customer's Bank Account with the amount of any fees applicable to the Service from time to time.
- 5.8. The Customer agrees that the Bank will not be held liable in any way for any failure or delay in completing any such transaction if: (i) the Customer's Account does not contain sufficient funds to make the transfer or payment, or the transfer or payment would exceed any applicable overdraft limit for such Account; (ii) The Services, in the Customer's computer, mobile device or software was not functioning properly at the time the Customer attempted to initiate the transaction and it was evident to the Customer at the time of initiating the transaction; (iii) Circumstances beyond the Bank's control prevent the Bank from making the transfer or payment such as acts of God, natural disasters, fires, floods, acts of government authority, terrorist acts, acts of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power outages or interruptions, telecommunications failure, severe adverse weather conditions, postal strikes, or other causes beyond the Bank's reasonable control; (iv) the Customer has not provided with complete and correct payment or transfer information, or the Customer has not followed the instructions presented as Terms and Conditions or any other agreement with the Bank for requesting a transfer or payment; (v) the funds in the Account are subject to legal process or other encumbrance restricting the transfer or payment; (vi) A timely payment or transfer was made but the credit to beneficiary Account after receipt, was delayed.
- 5.9. The Customer acknowledges and agrees that the Customer will be responsible for the conduct of the Account while using the Services and agrees to indemnify and hold the Bank and its officers, directors, employees, shareholders, parents, subsidiaries, affiliates, agents and third party service providers harmless from and against any losses, damages, liabilities, costs or expenses of any kind including, without limitation, Advocates fees, court costs and related litigation costs and expenses, that the Bank may incur in connection with any third party claim or otherwise, arising out of or concerning the use of the Services or the use of the Services by anyone using Customer's confidential access information, or Customer's violation of these Terms and Conditions laid down by the Bank. Customer's obligations under this section shall survive termination of these Terms and Conditions.
- 6. Prime Bank Mobile Banking Services:**
- 6.1. The mobile banking services shall be offered through an application (app) on smart phones / tablets / iPads which are currently using the common operating systems namely: Windows, iOS and Android. The availability of the mobile banking app on various operating systems will be at the sole discretion of the Bank.
- 6.2. Depending on the mobile banking service applied for by the Customer and approved by the Bank, the transactions that a Customer can perform may vary. The services offered may include but are not limited to the following:
1. Obtaining account information like current balances, mini statements and account activity.
  2. Utility Bill Payments.
  3. Funds transfer within Prime Bank accounts.
  4. Funds transfer to accounts held in other Banks within Kenya.
  5. Mobile Money transfers.
  6. Cash Withdrawal at ATM / Agent.
  7. Purchase of Airtime.
  8. Agency banking.
  9. Stop cheque requests
  10. Inquiries on foreign exchange rates and interest rates.
  11. Requests for account statements, cheque books and inquiry on cheque status.
  12. Change of MPIN and TPIN passwords.
  13. Notifications on credit or debit transactions as advised by Customer.
  14. Any other Services the Bank may introduce in future.
- For the avoidance of doubt, the Bank may vary the above services by adding onto the same or removing some of the services and the addition or removal of any service or services shall not affect the obligations of the Customer to the Bank in respect of the remaining services whatsoever.
- 7. Limits of Prime Bank Mobile Banking Transactions:**
- 7.1. The Customer may transfer or effect a payment for any amount subject to the provisions of this agreement, as long as the transaction does not cause the balance in the deposit account to be less than zero unless the Customer has either an overdraft facility for the affected deposit account or a term deposit account pledged with the Bank to cover excesses that may arise in the affected deposit account from time to time in which case the two accounts are linked in the System for that purpose.
- 7.2. If the Customer has an overdraft facility linked to the payment deposit account, the transfers and/or electronic bill payments using the Service should not exceed the approved overdraft facility amount.
- 7.3. Mobile Banking Services shall be governed by the Terms and Conditions noted herein and includes all enabling and supporting agreements to the provision of mobile banking services from third party service providers.
- 7.4. The Customer agrees to maintain sufficient balance in the Account for each transfer initiated or scheduled. The Bank is not obligated to make any transfer requested by the Customer unless there are sufficient available funds in the Account to cover the transfer. If funds available in the Account are insufficient and, if the Bank honours the payment request, the Customer agrees to immediately reimburse the Bank the amount of the payment plus any applicable interest, fees, charges and penalties.
- 7.5. Subject to the maximum transaction limits approved by Bank, the Customer may

	transfer or effect a payment of any amount from the Account as long as the transaction does not exceed the available balance from the Account including any overdraft facility approved by the Bank. In the event of the funds transfer require currency conversion, the Customer must obtain and apply the correct exchange rates approved by the Bank.	11.7	The Bank will not be liable for any loss or damage suffered by the Customer as a result of delay, failure and/or refusal by the Bank to act on a Request in time or at all in any one or more of the following circumstances (as the case may be):
		11.7.1	The Customer does not have enough funds in the Account;
7.6.	If the Customer has an approved overdraft facility or term deposit Account linked to the payment Account, the transfers and/or electronic bill payments using the Service shall not exceed the approved overdraft facility or the pledged term deposit Account.	11.7.2	The payment or transfer would result in the Customer's approved overdraft facility limit being exceeded;
		11.7.3	The Customer does not authorize a bill payment in good enough time for the payment to be made and properly credited by the payee (the Customer's counter party) by the time it is due;
<b>8.</b>	<b>Irrevocable Authority of the Bank:</b>	11.7.4	If the System or the Customer's Facilities were not working or working properly;
8.1	The Bank is irrevocably authorized by the Customer to act on all requests and instructions received by the Bank from the Customer or purportedly from the Customer through the Service and to hold the Customer liable thereof not with standing that any such requests and instructions are not authorized by the Customer or are not in accordance with any existing mandates given by the Customer. If the Customer requests the Bank to cancel any transaction or instruction after a request or instruction has been received by the Bank from the Customer, the Bank may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so and shall accept no responsibility or liability there from.	11.7.5	If circumstances beyond the Bank's control including those specified in sub paragraph 11.1 above prevent the Bank from making a payment or transfer; process court order or other encumbrance restricting the payment or transfer;
		11.7.7	The Customer does not give proper or complete instructions for the payment or transfer or the Customer does not follow the procedures in these Terms and Condition or other applicable agreement with the Bank for requesting a payment or a transfer;
8.2	The Bank shall be entitled to accept and to act upon any Request, even if that request does not contain all of the information required or is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Bank believes that it can correct the incomplete or ambiguous information in the Request without reference to the Customer being necessary.	11.7.8	The Bank has reason to believe that the Customer or someone else is using the Service for fraudulent or illegal purposes;
		11.7.9	The payment or a transfer request would consist of money deposited in a form or by a method that has not yet made the money available for withdrawal;
8.3	In the event of any conflict between any terms of any Request from the Customer or anything contained in the product profile and the terms of this agreement, the terms of this agreement shall prevail. This agreement and all authorizations and other procedures agreed under this agreement supplement any general terms and any mandates which apply to the Customer's relevant account with the Bank.	11.7.10	The payment or transfer request is in contradiction or conflict with other existing Account agreements with the Customer;
		11.7.11	The payment or transfer request is received at a time when it is operationally not possible to effect the same within working hours of that day; or
		11.7.12	If the Bank makes a timely payment or transfer but the payee nevertheless fails to credit the Customer's payment promptly after receipt.
<b>9.</b>	<b>Transaction Particulars and Customer Rights to the Information:</b>	<b>12.</b>	<b>Indemnity By The Customer:</b>
9.1.	The Bank shall maintain a copy record of all requests and instructions received by it through the Service. As between the Customer and the Bank the Bank's copy shall be conclusive evidence of the fact of receipt or non-receipt of a request and of the contents of such request.	12.1	The Customer shall indemnify and keep the Bank indemnified against (a) any damages and costs payable to the Bank in respect of any claims against the Bank for recompense for loss caused where the particular circumstance is within the Customer's control; and (b) any loss which may be incurred by the Bank as a consequence of any breach by the Customer of the terms of this Agreement.
9.2.	All activities performed by the Customer once allowed access into the System will be logged until the Customer ends a session. The Bank shall maintain details of all the Requests or transactions posted by the Customer in electronic format. The Bank may demand paper based documentation for effecting/completing a transaction as per the Customer's Requests. As between the Customer and the Bank, the Bank's records shall be conclusive evidence of the fact of receipt or non-receipt of a Request and of the contents of such Request or transaction.	12.2	The Customer shall indemnify and keep the Bank indemnified on a full and unqualified indemnity basis against all and any costs (including legal costs), claims, actions, proceedings, losses, damage, demands, liabilities, and expenses suffered or incurred by the Bank in connection with or arising from the matters set out paragraph 10 or where the particular circumstances is within the Customer's control and against all and any costs (including legal costs), claims, actions, proceedings, losses, damage, demands, liabilities, and expenses suffered or incurred by the Bank as a consequence of any breach by the Customer of any term or condition hereof.
9.3.	The Account statement (hereinafter "the Account Statement") that the Customer receives at the determined product frequency will reflect all the Customer-initiated transactions along with those handled by Bank.	12.3	The Bank shall not be liable for and the Customer shall indemnify and keep indemnified the Bank against any demands, claims, actions, losses, damages or costs relating to or in connection with the Service, whether directly or indirectly, unless such demands, claims, actions, losses, damages, or costs arose as a direct consequence of the gross negligence or willful misconduct of the Bank or any of its employees.
9.4.	The Customer shall be deemed to have accepted and shall not subsequently challenge or object to any of the transactions contained in the Account Statement if the Customer fails to object to the Account Statement in writing within seven (7) days from the date the Account Statement was sent or deemed to have been sent to the Customer by the Bank.	12.4	The Bank shall not be liable for and the Customer shall indemnify and keep indemnified the Bank against the following: -
9.5.	Subject to Bank's approval the Customer may be allowed to post multiple transactions (like salary payments to employees) together in the form of batch upload.		<ul style="list-style-type: none"> <li>• All demands, claims, actions, losses and damages of whatever nature which may be brought against the Bank or which it may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Bank's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Bank.</li> <li>• Any loss or damage that may arise from the Customer's use, misuse, abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software packages or programs.</li> <li>• Any unauthorized access to the Customer's accounts or any breach of security or any destruction or accessing of the Customer's data or any destruction or theft of or damage to any of the Customer's equipment.</li> <li>• Any loss or damage occasioned by the failure by the Customer to adhere to any terms and conditions applicable to the Service and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction.</li> <li>• If the Service is interfered with or unavailable, the Bank's sole terms of this agreement, the terms of this agreement shall prevail. This agreement and all authorizations and other procedures agree under this agreement supplement any general terms and any liability under this Agreement in 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 facilities.</li> <li>• The Bank shall not be liable to the Customer for any interference with or unavailability of the Service, howsoever caused.</li> <li>• All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.</li> </ul>
<b>10.</b>	<b>Charges and Taxes:</b>	<b>13.</b>	<b>Limit of the Bank's liability and Disclaimers:</b>
10.1	The Customer shall pay to the Bank transaction charges/Taxes applicable to various transaction types set up in the core banking system. The recovery of such charges may be manual or automated. The Bank may in its sole discretion revise these charges and fees from time to time.	13.1	Notwithstanding anything to the contrary set out herein or in the Bank's General Terms and Conditions, if for any reason the Service is interfered with or unavailable, the Bank's sole liability in 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 mobile phone based or electronic facilities.
10.2	The Customer, whenever applicable shall pay any tax chargeable upon any sums payable by the Customer to the Bank and also any other charges or duties levied on the Customer or the Bank by any governmental or statutory body relating to the provision of the Service.	13.2	Save as provided in paragraph 12.1, the Bank shall not be liable to the Customer for any interference with or unavailability of the Service, howsoever caused.
10.3	The Bank is hereby irrevocably authorized from time to time to debit any amounts payable by the Customer under the provisions of this agreement in the name of the Customer.	13.3	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.
10.4	Bank reserves the right at any time to change, add or modify any fees and charges. Such changes shall be effected after giving due notice to Customers. The Customer agrees to pay such fees and authorize Bank to deduct such fees from any accounts that the Customer maintains with the Bank. If there are insufficient funds in the Customer's accounts to pay these fees, Customer agrees to promptly remit payment to the Bank upon demand.	13.4	The Bank disclaims all warranties with respect to the System and Service either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a certain result and the Bank makes no warranty whatsoever that the System is error free or that its use will be uninterrupted and the Customer acknowledges and agrees that the existence of such errors shall not constitute a breach of these Terms and Conditions.
<b>11.</b>	<b>Exclusion of Bank's Liability:</b>		
11.1	The Bank shall not be liable to the Customer in any circumstances for acting on a Request, notwithstanding that it does not accord with any existing mandates given by the Customer.		
11.2	The Bank shall not be responsible for any loss suffered by the Customer should the Service be interfered with or be unavailable by reason of (a) any industrial action (b) the failure of any of the Customer's facilities, or (c) any other circumstances whatsoever not reasonably within the Bank's control including, without limitation, force majeure or error, interruption, terrorist or any enemy action, equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications.		
11.3	The Customer shall indemnify the Bank promptly upon written demand by the Bank against (a) any damages and costs payable by the Bank in respect of any claims against the Bank for compensation for loss caused by (a), (b) and/or (c) of sub paragraph 11.2 where the particular circumstance is within the Customer's control; and (b) any loss which may be incurred by the Bank as a consequence of any breach by the Customer of the terms of this Agreement.		
11.4	The Bank shall not be liable to the Customer for any unavailability of the Service, howsoever caused.		
11.5	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 the performance thereof or any transactions effected by the Bank in response to any Request. are hereby excluded to the fullest extent permitted by law.		
11.6	All warranties and obligations implied by law against the Bank are hereby excluded to the fullest extent permitted by law.		

- 14. Suspension and Termination of Mobile Banking Services:**
- 14.1 The Bank may suspend or terminate the Services by giving due notice to the Customer or at any time without notice if the Bank is unable to provide or sustain the Services due to a change in law or legal requirement or termination or suspension of communication services required to provide the Services on the same grounds
- 14.2 The Customer may cancel its subscription to the Services by giving the Bank at least seven (7) days notice provided that the Bank shall be entitled to continue to act on any Request and to make electronic bill payments, 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.
- 14.3 The Bank may also unilaterally terminate the Services for any reason, including but not limited to the Customer's Bank Account not having sufficient available balances compliance of these Terms and Conditions by the Customer or any security violation/vulnerability occasioned by the Customer.
- 14.4 The termination of the Services alone shall not, in itself, terminate or affect the relationship between the Bank and the Customer.
- 14.5 The termination of the agreement shall not affect any rights or liabilities that shall have arisen between the parties prior to termination.
- 15. General Provisions:**
15. 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 rise if any Request from the Customer hereunder is acted upon by the Bank.
- 15.2 If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or enforceability shall not affect the legality, validity or enforceability of the remaining provisions of these terms and conditions.
- 15.3 Any notice required to be given in writing under these Terms and Conditions shall be sufficiently served if sent by registered post, stamped and properly addressed to the Customer at the address of the Customer as per the Bank's records.
- 15.4 The Customer's obligations in these Terms and Conditions shall survive termination of the Subscription whosoever terminated where their continued application is for the protection or indemnity of the Bank.
- 15.5 The provision of the Services do not create any new agency or partnership relation between the Customer and the Bank.
- 15.6 In the event that any provision of these Terms and Conditions or the application of any such provision to any person or set of circumstances shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of these Terms and Conditions and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 15.7 If the Customer is a corporate body, then these Terms and Conditions shall continue in full force and effect and continue to bind each of its assigns and successors.
- 16. Confidentiality and Disclosure:**
- 16.1 The Customer undertakes to maintain the confidentiality of all service materials or information provided to it by the Bank and any other information and materials of any nature supplied to it by the Bank in relation to the Service both during the currency of this agreement as well as after termination hereof. The Customer agrees to notify its agents, employees and/or sub-contractors of the provision of this paragraph and to impose this confidentiality requirement on its agents, employees and/or sub-contractors entering into separate agreements, if necessary. The Customer shall be fully liable to the Bank for any breach of the provisions of this paragraph by itself, its employees, agents and/or sub-contractors.
- 16.2 The Customer hereby agrees that, if necessary for the provision of the Service, the Bank may disclose information about it to any member of the Bank Group or the Customer Group.
- 16.3 The Customer also hereby agrees that the Bank may disclose information about the Customer to third parties' in the following circumstances:-  
16.3.1 Where such disclosure is necessary in order for the Bank to act on a Request from the Customer or complete a transaction initiated by Customer.  
16.3.2 For compliance of a Court Directive. If the Bank has to obey an order for information from an authorized government body, the Bank may, to the extent required by law, notify the Customer before giving out the information.
- 16.3.3 Disclosure to the Bank's agents, sub-contractors, auditors, attorneys and other professional service providers to the extent required in the normal course of their duties, of whom the Bank may have subscribed to.
- 16.3.5 If it involves a claim by or against the Bank in respect of an item deposited or drawn against the Customer's Account.
- 16.3.6 If the Customer authorizes the disclosure.
- 16.4 The Customer undertake to maintain the secrecy and confidentiality of the MPIN and TPIN and any other information and materials of any nature supplied to the Customer by the Bank in relation to the Service. The Customer shall be fully liable to the Bank for any breach of the provisions of this paragraph by the Customer.
- 16.5 The Customer authorizes Bank to collect, retain and use personal information about the Customer for certain purposes as detailed in such data protection and privacy policies as Bank may issue from time to time.
- 16.6 The Customer agrees that Bank is authorised to disclose any necessary information (including any personal data) regarding the Customer and the status of the Customer's accounts (including deposit accounts) with the Bank obtained under this Agreement or any other agreement with the Bank to any or all of: 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 the Bank in connection with the operation of the Bank's business; to any person to whom the Bank is required to make disclosure to under the requirements of any law, regulation or practice; to any to use such information in connection with the administration and operation of the Services.
- 17. Governing Law:**
- 17.1 This Agreement shall be governed by and shall be construed according to the Laws of Kenya.
- 17.2 The parties hereby irrevocably submit to the jurisdiction of the Court of Kenya, but the Bank shall be at liberty to enforce any where a judgment in any jurisdiction where the Customer carries on business or has any assets.
- 18. Protection against Third Party Claims:**
- 18.1 The Customer shall indemnify the Bank against, and hold it harmless from, any and all liabilities, claims, costs, expenses and damages of any nature in any way arising out of or relating to disputes or legal actions by third parties concerning the use or Bank's provision of the Services.
- 19. Disputes and Resolution under Law:**
- 19.1 The Terms and Conditions stated herein shall be governed and interpreted in accordance with the laws of the Republic of Kenya and all disputes, actions and other matters relating thereto will be determined within the jurisdiction of Kenya Law Courts.
- 20. Provision of Service:**
- 20.1 The Service will be provided in the manner set out in the materials supplied by the Bank, or as communicated by the Bank, from time to time. The Customer agrees to utilize the Service only in accordance with the materials and this agreement.
- 21. Variation of Terms and Conditions and Amendments:**
- 21.1 The Bank may alter or amend these Terms and Conditions at any time. Notification of any such variation may be given to the Customer either in writing or by publication thereof by such means as the Bank may decide. Such amendments shall be effected after giving due notice to Customers.
- 22. Other aspects of the Service:**
- 22.1 Subject to the terms hereof, the Bank shall use reasonable skill and use all reasonable endeavours to be available to receive requests and instructions from the Customer during normal banking hours on Banking days of the Bank or at any relevant branch where information is required to be transmitted for the purposes of the Service, or at such times and on such days as may from time to time be notified in writing by the Bank to the Customer.
- 22.2 Any other service which shall from time to time be agreed in writing by the Bank to form part of the Service will be incorporated into this agreement by a service addendum signed by the Bank and the Customer.

## CUSTOMER ACCEPTANCE OF THE TERMS AND CONDITIONS

I/We have read and understood the Terms and Conditions for using Mobile Banking Services herein above stated. I/We hereby accept them and undertake to abide by them.

I/We also accept that any instruction sent through Mobile banking Channel will be deemed to be made by authorized Account signatories as per Account operating mandate.

### Authorised Signatory 1

Name:

ID/Passport Number:

Signature:

### Authorised Signatory 3

Name:

ID/Passport Number:

Signature:

**Authorised Signatory 2**

Name:

ID/Passport Number:

Signature:

**Authorised Signatory 4**

Name:

ID/Passport Number:

Signature:

**FOR BRANCH USE ONLY**EMAIL ID: MOBILE NO: 

We have verified the details furnished in the application and confirm the details and signatures are as per the mandate and correspond to the Core Banking.  
We recommend to provide Mobile Banking Channel to the Customer.

**Assistant Manager**

Name:

Signature:

Date:

**Branch Manager**

Name:

Signature:

Date:

**FOR e-BANKING TEAM USE ONLY**EMAIL ID: MOBILE NO: 

E-mail address and Mobile number correspond with the data in core banking. Yes  No

S.NO	SETUP ACTIVITY	USER NAME	DATE AND TIME	SIGNATURE
1	CUSTOMER SETUP BY			
	AUTHORIZED BY			
2	ACCOUNT SETUP BY			
	AUTHORIZED BY			
3	M-PIN AND T-PIN SETUP BY			
	AUTHORIZED BY			

Application Received On: Registration Serial No. Signature of M-Banking Manager:

**Head Office - Nairobi**

Riverside Drive

Pilot Line: (020) 420 3000 / 0719 090 000

Fax: (020) 4451247

Customer Care: (020) 420 3222 / 0719090222

[customercare@primebank.co.ke](mailto:customercare@primebank.co.ke)



**Prime Bank**

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