

## PRIME ALERTS APPLICATION FORM

To,  
The Branch Manager,  
Prime Bank Ltd,

----- Branch  
I/We wish to apply for the Prime Bank (the 'Bank') SMS/Email alerts and e-statement facility

**APPLICANT DETAILS** (PLEASE USE UPPER CASE TO FILL OUT THE FORM)  
FOR JOINT ACCOUNT HOLDERS, ONLY THE PRINCIPAL ACCOUNT HOLDER DETAILS ARE REQUIRED

<b>Account Title:</b>												
<b>Postal Address:</b>												
<b>Date of Incorporation</b> <i>(Corporate)</i> <b>Date of Birth</b> <i>(Individual)</i>	<div> <div>D</div> <div>D</div> <div>/</div> <div>M</div> <div>M</div> <div>/</div> <div>Y</div> <div>Y</div> <div>Y</div> <div>Y</div> </div>											
<b>PRIMARY CIF ID:</b> <i>(To be filled by the Branch)</i>												
<b>Company Registration Number</b> <i>(Corporate)</i> <b>National ID/Passport Number</b> <i>(Individual)</i>												
<b>Facilities Requested</b>	<input type="checkbox"/> SMS ALERT <input type="checkbox"/> EMAIL ALERT <input type="checkbox"/> e-STATMENT											
<b>e-Statement Frequency</b>	<input type="checkbox"/> DAILY <input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY											

### ACCOUNT DETAILS

	Account Name	Currency	Account Number											
1														
2														
3														
4														

### E-STATEMENTS

Please indicate e-mail addresses to which e-Statements and transaction alerts are to be sent

	Account Number	Currency	Email Address
1			
2			
3			
4			

### SMS ALERTS USER DETAILS

Please indicate the Kenyan mobile numbers to which the transaction alerts should be sent

	Account Number	Currency	Mobile Number(s)
1			
2			
3			
4			

## TERMS & CONDITIONS

1. The Bank has introduced a service that will enable Customers receive information about their account(s) by way of SMS transmission subject to the availability of a SMS Gateway Network and/or through email.
2. The Customer agrees to make use of the said Bank Service and the Bank agrees to provide the Service to the Customer subject to the terms and conditions herein.
3. The Customer confirms and agrees that the information transmitted/received by way of SMS/Email transmission is not always secure and may be accessed by unauthorized persons and /or be unavailable, incomplete and or may also contain errors resulting from inter-alia, data corruption, interception, viruses, late arrival, incompleteness, destruction or loss;
4. The Customer agrees to receive SMS alerts from the Bank, on the mobile numbers provided in the application form, for any debit transaction greater than or equal to KES 100,000 (or equivalent in other currencies) in the account or any other amount as may be decided by the Bank from time to time.
5. The Customer agrees to receive email alerts from the Bank for transactions in the account at the email address provided in the application form.
6. The Customer will immediately notify the Bank by telephone, followed in writing, of any SMS/Email alert received that is neither related to nor initiated by them. In the absence of any Customer communication to the contrary, it will be treated as a transaction confirmation by the Bank. The Customer agrees that for SMS/Email alerts sent by the Bank, where no objections are immediately raised, the same may be taken as confirmation from the Customer that account debited is in order and the Customer hereby agrees to indemnify the Bank on a full and unqualified basis and to hold harmless the Bank from and against any loss, damage, cost, expense, suit, demand, action, claim or proceeding suffered or incurred by or against the Bank resulting (whether directly or indirectly) from the Bank honoring or making payment in respect of any such debit; and Waives any right or claim the Customer may have against the Bank for breach of any of its obligations under law or otherwise howsoever
7. The Customer shall prevent any access to or use of the Service by any nonauthorized person(s). The Customer shall ensure that none of the Service materials becomes known to or come into the possession of any unauthorized person(s).
8. The Customer shall select, obtain, maintain and take full responsibility for the functioning and security of all hardware and software, other than that provided by the Bank for the use of the Service.
9. 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.
10. **Charges and Taxes**
  - a. The Customer shall pay to the Bank charges/taxes applicable to various transaction types for this Service 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.
  - b. 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.
  - c. 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.
  - d. The Bank reserves the right at any time to change, add or modify any fees and charges. The Customer agrees to pay such fees and authorizes the Bank to deduct such fees from any account(s) the Customer maintains with the Bank. If there are insufficient funds in the Customer's account(s) to pay these fees, the Customer agrees to promptly remit payment to the Bank upon demand.
11. The Customer covenants and agrees to indemnify the Bank at all times on a full and un-qualified basis against all losses, liability, damages, costs, expenses, actions, demands, claims and proceedings arising out of or concerning the use by the Customer of the said Service;
12. **Data Protection and Privacy:**
  - 12.1 The Bank will always ensure that Personal Data of Customers is at all times processed in accordance with the Right to Privacy and in strict adherence to the Principles and Obligations enshrined in the Data Protection Act, 2019.
  - 12.2 Except as permitted by Law, the Bank may not, without the prior consent of the Customer, disclose to any third party personal data or information relating to the Customer or their related parties. The customer hereby unequivocally consents to disclosure of its personal data/information under the following circumstances:
    - 12.3.1 To the Bank's agent's associates or subsidiary companies for the purposes of lending, developing new products, improving services and benefits to its Customers with an understanding that the information will be kept confidential.
    - 12.3.2 To Transferees of the Bank's rights under this agreement.
    - 12.3.3 Where the Bank is under a legal or contractual obligation to do so (including but not limited to the Bank's legal and /or contractual obligations to prevent money laundering and related offences) or in public interest.
    - 12.3.4 To other Banks, scoring or rating agencies or duly licensed Credit Reference Bureaus (CRB) for protection of banking and public interest.
    - 12.3.5 Cross border transfer of Sensitive personal data for furtherance of contract or legitimate interests.
  - 12.4 The Customer also consents to processing of their personal data provided to the Bank in furtherance of the contract entered between them and the Bank.
  - 12.5 The Customer undertakes to maintain strict confidentiality of their Personal Identification Number, log in ID, password and any other information supplied by the Bank in relation to services provided. The Customer agrees to notify its agents, employees and/or sub-contractors of the provisions of this section and indemnifies the Bank against any breach thereof.
13. The Customer may lodge a complaint in regards to the processing of their personal data to the Bank through the e-mail [dpo@primebank.co.ke](mailto:dpo@primebank.co.ke). The Bank shall endeavour to resolve the complaint as soon as reasonably possible and within the timelines prescribed in the Data Protection Act and Regulations. For more information on the handling, processing and protection of your personal data, please read the Privacy Notice on the Bank's website [www.primebank.co.ke](http://www.primebank.co.ke).
14. 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, 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.
15. The Customer indemnifies and keeps the Bank indemnified against 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 any loss which may be incurred by the Bank as a consequence of any breach by the Customer of the terms of this Agreement.
  - (a)
  - (b)
14. The Customer acknowledges that 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.
15. The Customer acknowledges that the Terms and Conditions stated herein shall be governed and interpreted in accordance with the laws of Republic of Kenya and all disputes, actions and other matters relating thereto will be determined within the jurisdiction of Kenya Law Courts.

CUSTOMER ACCEPTANCE OF THE TERMS AND CONDITIONS

I/We have read and understood the Terms and Conditions for using the Prime Alerts Service. I/We hereby accept and agree to be bound by the Terms and Conditions as herein above stated.

**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

We have verified the details furnished in the application and confirm that the Signatures and the details furnished are in accordance with the mandate and recommend set up of Prime Alerts as requested by the Customer.

**Assistant Manager**

Name:

Date:

Signature:

**Assistant Manager**

Name:

Date:

Signature:

FOR e-BANKING TEAM USE ONLY

Prime Alerts Set Up By:

Date:

Signature:

Prime Alerts Set Up By:

Date:

Signature: