

Stanbic Bank Kenya Limited Unayo App General Terms and Conditions for Business Account

By accepting these terms and conditions (Terms) when you sign up for the Unayo business account and by continuing to use the Unayo App/USSD, you agree to these Terms and confirm that you are operating a registered business in Kenya and capable of entering into a legally binding agreement.

Once you accept these Electronic Banking Terms and Conditions, all activity conducted on the Electronic Banking System following an Access Code having been entered will be regarded as authorised by You and intended to have legal force and effect.

The Customer agrees that their details should be uploaded on the Bank's Unayo account via the App/USSD.

The Customer further agrees to utilise the App or the USSD platform for business transactions which will include cash in, cash out, electronic funds transfers and bill payments.

The Customer hereby agrees to abide by the terms set out in this Agreement.

1. Definition and Interpretation

- 1.1. **Account** means an account opened by us in the business name at your request;
- 1.2. **App** means the Stanbic Bank Unayo App that is accessed on your Device and which requires you to provide Personal Information to us which will be Processed to enable transactions which include cash in, cash out, electronic funds transfer and bill payment;
- 1.3. **“App Store/Play store”** the application store you use to download the App, which is run by the manufacturer of the Device you use, for example Apple or Google Play (Android);
- 1.4. **“App Owner”** The Standard Bank of South Africa Limited, a public company registered as a bank in accordance with the laws of the Republic of South Africa;
- 1.5. **Applicable Laws** means laws, ordinances, regulations, judgments, and orders of any competent court, central bank or governmental agency or authority having the force of law in the Republic of Kenya or any relevant jurisdiction;
- 1.6. **“Best Industry Practice”** means the exercise of such skill, diligence, prudence, foresight and judgement that would be expected from a highly skilled, experienced and reputed person engaged in the provision of services similar to the Services at a world-class level;

Stanbic Bank Kenya Limited, Stanbic Bank Centre, Westlands Road, Chiromo / P.O. Box 30550 – 00100, Nairobi, Kenya

Tel: (Switchboard) +254 (20) 326 8000 Fax +254 (20) 375290 / **SWIFT**: SBICKENX / customercare@stanbic.com / stanbicbank.co.ke

Stanbic Bank Kenya Ltd is licensed by the Central Bank of Kenya. Reg. No. 9520. A member of Standard Bank Group.

Directors: K. Mbathi (Chairman), C. Mudiwa* (Chief Executive), P. Mweheire**, R. T. Ngobi, P. N. Gethi, R. B. Osoro, D. F. Kombo, S. N. Gikandi and P. L. Schlebusch***

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- 1.7. **“Customer Contact Centre”** means the App call centre that is available on call on 0800720477 (toll free) weekends and public holidays. It can be accessed via email at unayoke@stanbic.com;
- 1.8. **“Customer”, “You” and “Your”** means any business which signs up for and uses the App/USSD.;
- 1.9. **“Device”** means the device you use to access the App/USSD platform, for example a mobile phone handset, smartphone, tablet, computer, smart television, SIM Card or any other similar technology;
- 1.10. **“Data”** means any data, including Personal Information, Processed by us in connection with this Agreement;
- 1.11. **“KFD”** means Key Facts Document;
- 1.12. **“KYC”** means Know your Customer;
- 1.13. **“Intellectual Property”** means without limitation, includes all inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with such inventions, patents, designs, trademarks, service marks and trade names; copyright, including all copyright in any logos, devices, designs, multimedia works and computer software programs (in both source and object code form, and including any programmers’ or developers’ notes, flow charts, memoranda and design documents); rights protecting goodwill and reputation; proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; schematics; marketing; sales and user data; domain names and URLs; databases and rights in databases, confidential information and all other intellectual property rights and rights of a similar character whether registered or capable of registration, rights in the nature of any of the above items whether registered or unregistered in any country or jurisdiction and all applications and rights to apply for protection of any of the same.
- 1.14. **“Personal Information”** means any information relating to an identified or identifiable natural person, such as: name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social or social identity.
- 1.15. **Business Account Bundle** means an Account for business customers who registered and operate a business in Kenya.
- 1.16. **“PIN”** means Personal Identification Number;
- 1.17. **“Processing”** means any operation or activity, automated or not, concerning Personal Information, including: collection, recording, organisation, structuring; storage, adaptation or alteration; retrieval, consultation or use; disclosure by

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transmission, dissemination, or otherwise making available; or alignment or combination, restriction, erasure or destruction of information. “Process” and “Processed” will have a similar meaning;

- 1.18. “Services”** means the service performed on the App/USSD provided by the Bank to the Customer in the manner prescribed pursuant to these Terms and as the Customer may from time to time subscribe to and Service shall be construed accordingly;
- 1.19. Stanbic Bank, Bank, We, Us or Our** means Stanbic Bank Kenya Limited (registration number C.9520) a company duly incorporated with limited liability according to the laws of Kenya and/or its successors in title or assigns;
- 1.20. Standard Bank Group”** means the group of companies comprised of Standard Bank Group Limited, its holding company and subsidiary companies and any subsidiary of its holding company (and their subsidiaries);
- 1.21. “Standard Bank Group Limited”** means Standard Bank Group Limited, (Registration Number 1969/017128/06), a private company duly incorporated with limited liability according to the company laws of South Africa;
- 1.22. “Terms”** means these terms and conditions for the Unayo App or USSD platform;
- 1.23. “USSD”** means Unstructured Supplementary Service Data that is accessed on your Device via the short code *416# to access Unayo services;

2. Requirements and Registration

- 2.1. You may register using USSD or you must download the App on your Device from your App Store/Play store and provide us with the following business information to enable us to create your business profile:
- 2.1.1 Constitutional documents of the Customer (KYC);
 - 2.1.2 National Identification documents and PIN of each related party in the business;
 - 2.1.3 Contacts of each related party in the business;
 - 2.1.4 Mandates of each related party in the business to access the business Account; where the checklist per each registered business will be available on the App for guidance of the documents and items required.

2.2. -

3. We will act on instructions that appear to have been sent by you

Use of a Device means we do not interact face to face. You must protect and keep your access codes confidential at all times. We rely on You to report any compromise of Your access codes to us without delay. Unless you notify us before we carry out an

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instruction, you authorise us to rely on and perform all instructions that appear to originate from you (even if someone else is impersonating you).

4. The Customer's Business Accounts

- 4.1. By agreeing to these Terms, the Customer shall be at liberty to operate a business account. The Customer will be expected to meet all KYC requirements for the account.
- 4.2. The limits applicable to the business account are detailed in the KFD that shall be made available to the Customer and updated from time to time.
- 4.3. The Customer shall not pay any monthly management fees on the business account.
- 4.4. The Bank shall provide help content within the Unayo Platform replacing the need for face to face training. The Customer Contact Centre will be available for any other queries by dialling 0800720477 (toll free) or email customercare@stanbic.com from 6am to 10pm Monday to Friday, and 8am to 4pm on weekends and public holidays.

5. Fees and charges

5.1. The following services shall attract fees according to the tier of the Customer:

5.1.1. Electronic Funds Transfer (EFT) to another Bank Account

5.1.2. Tiered Fees

5.1.2.1. Send money

5.1.2.2. Payments through voucher or scan to pay

5.1.2.3. Cash out

5.1.3. Fixed fees

5.1.3.1. EFT to other Bank Account/Wallet

5.2. The Bank reserves the right to vary the applicable fees and charges on the services above through a formal revision of the KFD from time to time.

5.3. The Bank shall give notice to the Customer of such amendment to the fees and their effective date. The Bank will notify the Customer through various methods including but not limited to Short Messaging Service (SMS), email, letters, notices on ATM's, inside our branches, and any other means that the Bank may deem necessary from time to time. However, any failure by the Bank to advise the customer shall not in any way prejudice the Bank's right to recover any fees charged subsequent to such amendment

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6. The Service

- 6.1. It is the business sole responsibility to familiarize with the operating procedures for the Service as will be provided by the Bank upon the registration to the Service. The Bank will not be liable for any losses incurred as a result of errors either of commission and/or omission.
- 6.2. The business agrees 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 obligated to take any actions on any instructions which do not properly comply with the procedures and the Bank may reject such non-compliant instructions.
- 6.3. We shall not be liable for any error which results in the provision of inaccurate information.
- 6.4. The Bank will ensure as far as possible that any information supplied to You through the Service is accurate.
- 6.5. The provision and the quality of the Service is subject to the availability of the connectivity used to access the Unayo App/USSD. The Bank will not be held liable for non- delivery or delay in delivery or wrongful delivery of the Services as a result of the failure of the connectivity.
- 6.6. The business agrees to bear all risks and consequences of the inability to send and/or comply with any instructions sent using the Service due to errors in transmission of your instructions.
- 6.7. The business undertakes to keep your registered Device/sim card safely. The business must not leave registered Device/sim card unattended or permit any person access to the registered device/contact in such a manner that he may use it and/or the Unayo App/USSD, whether with or without your consent.
- 6.8. 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 Customer Contact Centre. The Bank shall not be held liable for any losses resulting from the loss of the simcard and/or cell phone howsoever caused. The Bank shall not be held liable if the PIN number is disclosed to a third party, misplaced or lost in any manner or form.
- 6.9. The Bank reserves the right to enhance the Services. The Bank will make all reasonable efforts to notify you of any changes or updates.

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- 6.10. You must notify the Bank of any changes in your Account, mobile telephone number, e-mail, 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 and e-mail as contained in our records at any given time.

7. Sending and Processing Instructions

Your instructions to use the Device will be subject to the same/real time turnaround times and processing transaction. An instruction including purchases of prepaid products cannot be terminated or revoked after you have sent them to us. You will not hold us liable if you send the same instruction before checking your statements or calling our Customer Care Centre, the instruction may lead to a double transaction for which we will not be held liable.

8. Rights and Obligations

- 8.1 You must comply with Law, we are also so obliged.
- 8.2 You must make use of the Services in accordance with the Terms.
- 8.3 You must manage the Services within Your own business and You must manage all risks associated with the Services. In managing those risks, You must apply internal policies and controls that are in line with international industry standards and You must follow the risk management provisions set out in the Operational Guide.
- 8.4 Upon Your first becoming party to the Terms, You must tell Us who within Your business uses the Services and what their position is within Your business.
- 8.5 You must provide Us with all data, information and instructions relating to the Services when We ask You to do so.
- 8.6 When You provide Us with data, information or instructions relating to the Services, You must provide it in the manner and form set out in the Operational Guide.
- 8.7 You must ensure that any data, information or instructions that You provide to Us relating to the Services is accurate and complete in all respects.
- 8.8 If We receive an instruction from Your business, We are not obliged to check the authenticity or integrity of any instruction that We receive or that the person giving us the instruction is authorised to do so as such person will authenticate on to the Electronic Banking System through a two factor authentication. This will be the case even if the instruction is a fraudulent one, unless it is proven that We clearly knew that the instruction was fraudulent.
- 8.9 If We receive any data, information, communication or instruction that goes outside of that which is provided for in the Operational Guide, We will be entitled (but not obliged) to ignore it.
- 8.10 We will be entitled (but in light of clause 8.18 will not be obliged) to act on all

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instructions received, including in the circumstances set out in clauses 8.8 and 8.9. When We carry out Your instructions (including in the circumstances set out in clause 8.8 and the entire responsibility and liability for the effects of that instruction being carried out is Yours and not Ours. We will have no responsibility whatever for any harm that You may suffer as a consequence of Our carrying out any instructions (including in the circumstances set out in clauses 8.7 and 8.8).

8.11 Except as set out in the Operational Guide, You will not be able to reverse any instruction once it has been processed.

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- 8.12 You may not transfer any of Your rights or obligations under the Terms without Our prior written consent.
- 8.13 We warrant that We have the ability to perform the Services. This warranty promise is qualified by everything else that is set out in the Terms.
- 8.14 We will perform the Services and use reasonable efforts to keep the Services running in the manner set out in the Operational Guide but We will not have any responsibility towards You if the Services are unavailable for a period of time, due to a failure, power cuts, or malfunction in any equipment, electronic data terminal or network, unless it is as a result of Our negligence or willful misconduct. We will also not have any responsibility towards You if the Services are unavailable for a period of time due to a failure, of any third party systems.
- 8.15 We will try to process Your instructions by the relevant date set out in the Operational Guide but We give You no unequivocal promise in that regard.
- 8.16 We are entitled to reject any instructions that are incorrect, incomplete or that do not comply with any of these Terms.
- 8.17 Regardless of anything else set out in the Terms, We will be entitled to refuse to carry out any instruction for any legal, regulatory or compliance purposes (which shall include suspected money laundering, sanctions and fraud). If We decide not to carry out an instruction, We will notify You of Our decision in that regard to the extent permitted by Law. You will never have any claim against Us in respect of Our refusing to carry out an instruction in the circumstances contemplated in this clause 8.18.
- 8.18 If We reject any Instructions as set out in clause 8.17 or We refuse to carry out any instructions as set out in clause 8.18, We will not have any responsibility to You in respect of Our rejection of or refusal to carry out, the instruction. We will also not have any responsibility to You for any losses that You may suffer as a consequence.
- 8.19 Save for where the Bank is fraudulent, negligent or acts with willful misconduct, You agree that You will not have any claim against Us arising out of:
- 8.19.1 the unauthorised use of any of Your Access Codes;
 - 8.19.2 any act or omission on Your part, whether You intend it or whether it occurs in the context of Your being negligent, Your leading us to believe something that is not true, fraud on Your part, dishonesty on Your part or bad faith on Your part;
 - 8.19.3 any claims, actions, losses, damages or costs that may be brought against Us as a result of Us acting on any instruction to increase limits and/or lift fating as requested by You;
 - 8.19.4 Your use, storage or loading of incorrect or incomplete creditor or debtor details. Any negotiation process (or legal claim) with or against an incorrect beneficiary shall as be between You and the relevant beneficiary. We shall have no involvement in such processes or claims. Furthermore, We shall not be obliged to disclose any Bank Account or other information other than by legal compulsion;
 - 8.19.5 any losses or damages (including without limitation interest claims) suffered by You as a result of (without limitation):
 - 8.19.5.1 Us complying with Law;
 - 8.19.5.2 Your use of the Electronic Banking System;
 - 8.19.5.3 Your failing to meet the Bank's cut-off times for the relevant Service;

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- 8.19.5.4 Our acting on the instructions of any of You or Your authorized agent in relation to the Services; and/or
- 8.19.5.5 any fraud, theft or misappropriation of funds occasioned by Your use of the Services.
- 8.19.6 any circumstances beyond Our control such as (without limitation) uncontrollable natural forces, strikes or labour disputes, riots, civil commotion or unrest, any type of restriction imposed (or action taken) by a Sanctioning Body, or a governmental or statutory authority or any other third party.

9. Reversal of transactions

You acknowledge that We are entitled and required to reverse any payments collected on Your behalf, if the payment was erroneously credited to your Account.

10. Hardware, Software, Communications

- 10.1. It is entirely Your responsibility to ensure that You have, maintain and secure the hardware, software and communication systems necessary for You to make use of the Services.
- 10.2. The only exception to clause 10.1 is where We have undertaken to provide, maintain or secure any particular hardware, software or communication systems.
- 10.3. We are not liable for the reliability of any third-party communication system through which the Service may be accessed unless We have both provided that system and undertaken in writing to maintain it.
- 10.4. You may not in any way copy or tamper with any part of the Unayo App/USSD and You must limit Your activities to those that are permitted in terms of the Operational Guide.
- 10.5. We make good faith efforts to ensure that the App/USSD Banking System is secure.

11. Access codes

- 11.1. In certain circumstances You may have access codes that will give You access to certain parts of the Unayo Business Bank account.
- 11.2. If You have any Access Codes, you must keep these secure and ensure that they do not come into the possession of any unauthorized people.
- 11.3. You must inform Us immediately if any unauthorized person obtains knowledge of any access code.
- 11.4. If You inform Us as referred to in clause 11.3, where possible, We may do any or all of the following:
 - 11.4.1. disable the relevant access code;
 - 11.4.2. reject all Instructions that are in any way related to that access

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Code or the Profile to which the access code relates;

11.4.3. suspend the processing of all unexecuted instructions of which you give Us timely advice;

11.4.4. reverse, if possible, all executed instructions going back to a date that We determine is a date that precedes the date upon which the unauthorized access to the access code first occurred.

12. Confirmation of receipt of your instructions

An instruction is deemed to have been received by us only once we have confirmed we have received it. If we do not confirm receipt of your instruction, do not resend the same instruction before checking your statements or calling our Customer Contact Centre as the first instruction may lead to a double transaction for which we will not held liable.

13. Access code protection and irregularities

An "access code" refers to your password and username. You must protect your Device while using the Services. We rely on you to report any compromise of your access codes to us without delay. You may do this by calling our Customer Contact Centre. We may ask you to verify your identity to prevent someone else from impersonating you.

14. Once you ask us to disable an access code, we have the right to:

- i. Suspend the processing for all instructions not yet executed:
- ii. Reverse (if possible) all executed transactions from such date and time as we may reasonably determine the unauthorised use to have commenced: and
- iii. De-activate the access code without further notice.

There will never be a reason for any person, including a member of our staff or Customer Contact Centre, to know or ask for your access code. Do not give your access code to these persons, regardless of whether you called them or they called you. You must let us know immediately if you discover an error or irregularity. You can report any errors to our Customer Contact Centre.

15. No offer, recommendation or solicitation

Unless clearly stated, all material on the Device is merely an invitation to do business with us. It is not an offer or solicitation to buy or sell, or dispose in any way of any investment, or to enter into any transaction.

16. Links to third party's communication systems

We will refer to the Device and the medium collectively as "the communication system" The communication system may contain links to other communication systems that

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carry information and material produced by other parties. While we try to provide links only to reputable communication systems, we cannot accept responsibility for the information provided on other communication systems. A link from our communication system to any other communication systems does not mean that we have scrutinized or endorsed the owners or administrators of such communication systems or their business or security practices and operations.

17. Software performance capability

Your failure to use such software or hardware may result in a higher security risk and cause the communication system not to operate properly or not at all. Software, if any, made available for download on or via the communication system is governed by licence conditions that establish a legal relationship with the licensor. You indemnify us against any breach of these licence conditions. We give no warranty and make no representation, whether expressly applications available via this communication system are free of viruses, trojans; bombs, time-locks or any other data or code that has the ability to corrupt or affect the operation of your Device, network or other information system.

18. Transmission of information and security tips

Information sent through an unsecured link over a communication system is susceptible to potential unlawful access, distortion or monitoring. The Bank does not have the ability to prevent unlawful activities by unscrupulous persons, you accept that we cannot be held liable for any loss, harm or damage suffered by You on any information sent by You via our communication system from time to time.

19. Changes in the Law

The Bank may immediately amend the fees and charges if there is any change in law, statute, regulation, ruling, directive, policy or any similar event with which the Bank is obliged to comply resulting in an increase in cost to the Bank.

20. Commencement and Termination

20.1. These Terms shall come into force on the date of acceptance by the Customer.

20.2. Notwithstanding anything to the contrary contained herein, either Party shall be entitled to terminate these Terms by giving 30 (Thirty) days' prior notice.

20.3. Without prejudice to the Bank's rights under clause 20.2 above, the Bank may at its sole discretion vary or terminate the relationship if any of the below events occur:

20.3.1 If the variation or termination is required to comply with an order or instruction from the government, court, regulator or other competent authority;

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20.3.2 Where such a suspension or variation is necessary to enable variation or change in the Bank's system;

20.3.3 To facilitate update or upgrade the contents or functionality of the Services from time to time.

20.4 The Bank shall be entitled to suspend or terminate this arrangement with the Customer in any of the following events:

20.4.1 Where the Customer breaches any term, representation, warranty, undertaking or condition of these Terms;

20.4.2 Where the Customer makes an incorrect or false representation, warranty or undertaking to the Bank in relation to the Services that they are applying for;

20.4.3 the Customer acts in any way or an event or series of events occurs which, in the sole opinion of the Bank, might have a material adverse effect on the Customer, or their ability to perform their obligations under these Terms;

20.4.4 should the Customer generally do or omit to do anything which may (in the opinion of the Bank, acting reasonably) cause the Bank to suffer any loss or damage, including any reputational loss or damage;

20.4.5 Where the Bank reasonably suspects that the Account is being used to perpetuate an illegality or unethical activities, or the Customer is engaged in illegality or unethical activities or any Accounts of the Customer held with the Bank are being used fraudulently, negligently, for money laundering activities, for illegal or terrorist activities, or for any purpose that does not comply with any law.

20.5 Any termination shall be without prejudice to any rights and obligations accrued as at the date of the said termination.

21. Costs

21.3. where applicable, the Customer will pay all the fees, costs and charges referred to in this agreement whose full details will be maintained in the KFD from time to time.

21.4. All other fees and charges will be payable in accordance with the Bank's standard tariff guide as amended from time to time.

22. Variation

22.1. The Bank may at its discretion be entitled to vary any of the terms and conditions from time to time on written notice to the Customer. The Bank will notify the Customer through various methods including but not limited to Short Messaging

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Service (SMS), email, letters, notices on ATM's, electronic platforms, notices inside the Bank and any other means that the Bank may deem necessary from time to time. However, any failure by the Bank to so advise the Customer shall not in any way prejudice the Bank's right to vary the terms and conditions. The Customer acknowledges that they shall have no claim against the Bank for damages resulting from losses, delays, misunderstandings or any other irregularities due to transmission of any communication.

22.2. Without prejudice to clause 22.1 above, any information published by the Bank (i) by advertisement in a local daily newspaper published in Kenya, or (ii) on the Bank's Website at <https://www.stanbicbank.co.ke> (or any replacement page) will constitute adequate notice for purposes of these Terms in relation to the matters to which that information relates and the effective date of such notice will be the first Business Day following the date of publication.

23. Assignment

23.1. The Customer shall not be entitled to assign all or any part of their rights, obligations or benefits hereunder without the prior written consent of the Bank. The Bank by notice to the Customer may assign all or any part of their rights, obligations or benefits hereunder.

24. General Provisions

24.1 These Terms (as may be amended from time to time) form a legally binding agreement and are binding on the Customer. The Customer's continued use of the Services will constitute the Customer's agreement to be bound by these Terms as amended or varied from time to time.

24.2 Any failure by the Bank to exercise, or any delay in exercising, any of its rights under these Terms or under any Applicable Law will not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any such right will not preclude any other or further exercise of that or any other such rights; and no act or course of conduct or negotiation on the part of the Bank shall preclude the Bank from exercising any such right or constitute a suspension or any variation of such right. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights or remedies provided by law.

24.3 If, at any time, any provision in these Terms is or becomes illegal, invalid or unenforceable in any respect under any law, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or

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enforceability of such provision under the law will in any way be affected or impaired.

24.4 Any addition or alteration to these Terms may be made from time to time by the Bank and of which notice has been given to the Customer by way of publication as provided in clause 22 above shall be binding upon the Customer as if the same were contained in these Terms.

24.5 If any of the provisions of the Terms are held to be invalid, unlawful or unenforceable, then such term, condition or provision will be deleted from the remaining terms, conditions and provisions, which will continue to be valid to the full extent permitted by law.

25. Using and Sharing your Personal Information

25.1 By accepting these Terms and Conditions the Borrower hereby consents, authorizes and agrees as follows:

You give consent for us to collect your Personal Information from You and, where lawful and reasonable, from public sources for credit, fraud prevention and compliance purposes, as well as the purposes set out below.

24.4 You confirm that, if you give us Personal Information about or on behalf of other persons (including beneficiaries and dependants), You are authorised to: (a) give Us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information to, from and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.

24.5 You give consent for us to Process your Personal Information:

24.5.1 by computer or otherwise any information obtained about You;

24.5.2 to offer products and services to You under these Terms, and provide any other products and services for which You may apply;

24.5.3 so that we may carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (which includes improving existing products and services and developing new ones);

24.5.4 in countries outside the country where the products or services are provided (which countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies);

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- 24.5.5 by sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided (to the extent possible, we ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to provide their services);
 - 24.5.6 within the Standard Bank Group.
- 24.6 You will find our Processing practices and our privacy statements on the Bank's website at <https://www.stanbicbank.co.ke> (or any replacement page).
- 24.7 We may also use your Personal Information to:
- 24.7.1 send you technical notices, updates, security alerts and support and administrative messages;
 - 24.7.2 respond to Your comments, questions and requests;
 - 24.7.3 communicate with You about products, services, offers, promotions, rewards and events offered by Us, and provide news and information we think will be of interest to You;
 - 24.7.4 personalise and improve the Services we provide you;
 - 24.7.5 meet the requirements of any Applicable Law, regulation or legal process;
 - 24.7.6 investigate fraud inside and outside the App;
 - 24.7.7 provide you with Customer support when things go wrong;
 - 24.7.8 provide you with processing and tracking information regarding your transactions;
 - 24.7.9 improve and build features and services You or other users may want; and
 - 24.7.10 offer products and services to you based on your financial or investment decisions, goals and aspirations which we Process from Data that you have provided to us through the App.
- 24.8 The Customer further agrees that the Bank may disclose Personal Data and/or information relating to the Customer including data and information relating to the Services and any documents referred to herein or the assets, business or affairs of the Customer outside Standard Bank Group whether such Personal Data and/or information is obtained after the Customer ceases to be the Bank's Customer or during the continuance of the banker-customer relationship or before such relationship was in contemplation:
- 24.8.1 for fraud prevention purposes;

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- 24.8.2 to licensed credit reference agencies or any other creditor, if the Customer is in breach of the Terms;
 - 24.8.3 to its external lawyers, auditors and other sub-contractors or persons acting as the Bank's agents;
 - 24.8.4 to any person who may assume the Bank's rights under these Terms;
 - 24.8.5 if the Bank has a right or duty to disclose or are permitted or compelled to do so by law; and
 - 24.8.6 for the purpose of exercising any power, remedy, right, authority, or discretion pursuant to these Terms or any other document.
- 24.9 We will store and destroy your Personal Information in accordance with Applicable Laws.
- 24.10 The Customer acknowledges and agrees to the Bank's collection, use, Processing and sharing of the Customer's Personal Data and/or other information for the above purposes. The Customer further agrees that a disclosure of information by the Bank in the circumstances contemplated by this paragraph does not violate any duty owed to the Customer in law or pursuant to any agreement between the Customer and the Bank or in the ordinary course of banking business and the customs, usage and practice related to banking. The Customer further agrees that the disclosure may be made without further reference to, or, authority from the Customer and without inquiry by the Bank as to the justification for or validity of such disclosure.

25 Intellectual Property

- 25.1 The App is owned, registered and operated by the App Owner.
- 25.2 The App Owner owns and will continue to own the Intellectual Property Rights in and to the App (including any updates to it), and all content in it or sent to and from it.
- 25.3 Even if any content on the App is not confidential or there are no Intellectual Property Rights in it, the App owner owns the content and you have no rights in it.
- 25.4** We give you the right to use the App subject to these Terms and any other terms or conditions that may apply to you from time to time. Your right to use the App may be taken away at any time. Other persons will be allowed to use the App at the same time as you, but the profile you create on the App is for your exclusive use. You must not grant or transfer any rights of use or any

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- other rights in respect of the App, the Intellectual Property Rights in it, or any content on it (including content belonging to third parties) to any other person.
- 25.5** You may only use the App in line with and for the purposes set out in these Terms, but not for any other purposes.
- 25.6** Your right to use the App and the Intellectual Property in it will start when you register for the App and will continue until it ends in line with these Terms.
- 25.7** You must not use the App or any Intellectual Property in it for any commercial gain.
- 25.8** You must not copy, adapt, modify, alter, de-compile, reverse-engineer, attempt to derive the source code of, create derivative works of or otherwise attempt to reproduce the App, the Intellectual Property in it, its content, its design, any updates to it, any proprietary features in or to it or any parts of it. This also applies to any content belonging to third parties that is found on the App.
- 25.9** You must not establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise, or any other reference to the App.
- 25.10** We are not responsible (and you will compensate us and/or the App Owner, as the case may be) for any actions, claims, costs, demands, expenses or other liabilities that we or the App Owner suffer in connection with your unauthorised use of the App or any Intellectual Property Rights in it.
- 25.11** The rights and benefits in this clause 25 that are for the benefit of the App Owner, may be accepted by the App Owner at any time;

26 Data Protection

26.1 The Parties acknowledge and agree that all Data provided by the Bank to the Customer, or to which the Customer may be exposed, shall constitute Confidential Information and where applicable, Intellectual Property belonging to the Bank.

26.2 The Customer hereby warrants, represents and undertakes in favour of the Bank that:

26.2.1 it shall at all times strictly comply with all Applicable Laws and with all the provisions and requirements of any of the Bank's data protection policies and procedures which may be in force from time to time;

26.2.2 it shall not, at any time Process Data for any purpose other than with the express prior written consent of the Bank, and to the extent necessary to provide the Services to the Bank; and

26.2.3 it shall ensure that all its systems and operations which it uses to provide the Services, including all systems on which Data is Processed as part of providing the Services, shall at all times be of a minimum standard required by all Applicable Laws

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and be of a standard no less than the standards which are in compliance with the Best Industry Practice for the protection, control and use of Data.

26.3 The Customer shall take appropriate and reasonable technical and organisational measures to prevent the loss of, damage to or unauthorised destruction of Data and the unlawful access to or Processing of Data. The measures taken must at all times be of a minimum standard required by all Applicable Laws and be of a standard no less than the standards which are in compliance with Best Industry Practice for the protection, control and use of Data.

26.4 The Customer shall take reasonable steps to identify all reasonably foreseeable internal and external risks posed to Data under the Customer's possession or control and establish and maintain appropriate safeguards against any risks identified. The Customer shall regularly verify that the safeguards are effectively implemented and keep a record of such verification. The safeguards shall be updated continually in response to new risks or deficiencies in previously implemented safeguards. Records kept must be available for inspection on 7 (seven) days' notice, upon notice in writing from the Bank.

26.5 The Customer shall immediately notify the Bank (i) of any risks posed to Data that it has identified; (ii) of the safeguards established by the Customer to mitigate the impact of the risks; and (iii) that the safeguards have been effectively implemented.

26.6 The Customer shall notify the Bank of any security compromises or suspected security compromises of which it becomes aware or suspects, immediately on becoming so aware or forming such a suspicion.

26.7 The Customer acknowledges and agrees that any breach of its obligations under this clause shall be deemed a material breach of this Agreement.

27 Representations and Warranties

27.1 The Customer represents and warrants to the Bank that:-

27.1.1 It has the legal capacity to execute this Agreement;

27.1.2 No steps have been taken or are, to the best of the Customer's knowledge, threatened against the Customer to be declared bankrupt, no action or litigation is pending or, to the best of the Customer's knowledge, threatened against the Customer which could reasonably have a material adverse effect on the Customer as a person and their financial condition;

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27.1.3 There are no material facts or circumstances in respect of the Customer, their affairs, business and operations which have not been fully disclosed which would be likely to adversely effect the decision of the Bank to enter into this agreement with them;

28 Anti-bribery and Corruption

28.1 The Customer will adhere to relevant anti-corruption legislation;

28.2 The Bank must have the right to report a violation or suspected violation of anti-corruption legislation to the relevant regulatory body or law enforcement agency, and subsequently act according to the guidance of such authorised body or agency. The guidance may include the transaction not being processed until conclusion of the investigation, account activity being suspended, or accounts being closed. The Customer must explicitly indemnify the Group or its entities against any actions, proceedings, claims and/or demands that may be brought against the Group or its entities; as well as against losses, damages, costs and expenses which the Customer/counterparty may incur or sustain in connection with the seizure, blocking or withholding of any funds by an authorised body; and

28.3 The Bank shall have the right to terminate the Terms if the Bank has reasonable grounds to suspect that the Customer has violated anti-bribery and corruption legislation.

29 Disclaimer of warranty and Limitation of Liability

29.1 Except as specifically provided in these Terms, or otherwise required by law, the Customer agrees that the Bank's officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any Services or products provided under this Agreement, including loss of profits, revenue, data or use by the Customer or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

29.2 The Customer indemnifies and hold harmless the Bank from every liability, claim, action, cause of action judgment, loss, expense, or cost whatsoever (including but not limited to reasonable attorney's fees and court costs) arising from or in any way related to or resulting from any claims in relation to fraud and/or negligence on the Customer's part or the part of his/her employees, servant or agents' own doing.

29.3 Without derogating from the generality of the above, we are not liable for :

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29.3.1 Any damages you suffer as a result of a compromise of your access codes;

29.3.2 Any interruption, malfunction, downtime or other failure of the communication system, third party system or any component part thereof for whatever reason;

29.3.3 Any loss or damage with regard to Your or any other data directly or indirectly caused by malfunction of the Unayo Platform, third-party systems, power failures, unlawful access to or theft of data, destructive code on the Bank system or third-party systems and programming defects;

29.3.4 Any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, Internet service providers, electricity suppliers, local authorities and certification authorities; and

29.3.5 Any event over which we have no direct control.

30 Governing Law and Jurisdiction

30.1 These terms and conditions and the agreement constituted by the Customer's acceptance of the same shall be governed by and construed in accordance with the laws of the Republic of Kenya.

31 Dispute Resolution

The courts of Kenya shall have jurisdiction to settle any disputes which may arise in connection therewith without prejudice to the non-exclusive right of the Bank to institute proceedings against you in respect thereof in any other jurisdiction.

32 SANCTIONS LAW, UN SANCTION LAWS, SANCTIONS LIST AND/ OR UN SANCTIONS LIST

32.1 The Customer warrants that they are not in violation of any Sanction Laws and any UN Sanction Laws or does not appear on any UN Sanctions List and the Sanctions List.

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32.2 For purposes of this clause:

32.2.1.1 **“Sanctions Laws”** shall mean any anti-terrorism laws, export control and economic sanctions laws and regulations issued by any sanctioning body.

32.2.1.2 **“UN Sanction Laws”** shall mean any anti-terrorism, export control and economic sanctions laws and regulations issued by the United Nations Security Council or its committees pursuant to any resolution under chapter VII of the United Nations Charter or any domestic laws or regulations implementing the same.

32.2.1.3 **“UN Sanctions List”** shall mean any list promulgated by the United Nations Security Council or its committees pursuant to any resolution under Chapter VII of the United Nations Charter.

32.2.1.4 **“Sanctions List”** shall mean the ‘Specially Designated Nationals and Blocked Persons’ list maintained by the office of Foreign Assets Control of the Department of Treasury of the United States America, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty’s Treasury, or any list replacing any of the foregoing lists.

32.3 The Customer hereby undertakes to notify the Bank if they become the subject of a sanction’s investigation

32.4 The Bank reserves the right to terminate the agreement should the Customer–

32.4.1.1 Become the subject of sanctions established by a recognized sanctioning body and/or

32.4.1.2 Acts to, directly or indirectly, benefit any party against whom sanctions have been established by a sanctioning body

32.5 The Customer hereby undertakes to indemnify and holds the Bank harmless against actions, proceedings, claims and/or demands that may be brought against the Bank and losses, damages, costs and expenses which the Bank may incur or sustain, in connection with or arising out of;

32.5.1 The seizure, blocking or withholding of any funds by any Sanctioning Body and/or

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32.5.2 Conduct or activity on its part, or that of its parent or substantial shareholder, surety and/or guarantor that directly or indirectly benefits any party against whom sanctions have been established by any Sanctioning Body from time to time.

33 FATCA Clause

33.1 As part of the Bank obligations in regard to United States' (US) Foreign Account Tax Compliance Act (FATCA), financial institutions and the Bank's, including the Bank are required to obtain the Customer's tax related information to determine whether the Customer's account is a US Account, account held by a Recalcitrant Account holder, or Non-Participating Financial Institution or the Bank.

33.2 The Customer provides the Bank with consent to:

33.2.1 obtain from the Customer such tax related information as is necessary and in the format determined by us to determine whether you fall within any of the above categories, in which case your demographic and transactional data (as determined from time to time by the US Internal Revenue Service ("IRS")), will be reportable by us to the US Internal Revenue Service;

33.2.2 Disclose the Customer's information Withholding Agents if and when required as per the FATCA regulations;

33.2.3 Withhold on any payments of US Source Income received by the Customer to the extent not already done by any other Withholding Agent (note that the maximum withholding that may apply to impacted US source income under FATCA is 30%); and

33.2.4 Close, block or transfer (to one of our related entities) the Customer's account within 90 days of a request for your tax related information (in the format determined by us), being outstanding."

34 Right to Channel Complaints to the Bank and to escalate unresolved complaints

34.1 The procedure for lodging complaints can be accessed on the Bank's website and any of the Bank's branches.

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34.2 To make it as convenient as possible, the following are ways of sending a complaint:

- i. Submit your complaint online to unayoke@stanbic.com from ;
- ii. Call the Customer Contact Centre toll free line on or;
- iii. Put your complaint in writing and post it to:

The CCC Manager,
Stanbic Bank Kenya Limited,
Stanbic Centre,
Chiromo Road,
P.O. Box 72833-00200,
Nairobi.

34.3 If you are unsatisfied with our response to your question or complaint you are free to escalate the issue to unayoke@stanbic.com from

34.4 Should your complaint not be resolved within the timeframe for resolving customer complaints as prescribed in the Prudential Guidelines on Consumer Protection, you may lodge your complaint to the Central Bank of Kenya by writing to:

Central Bank of Kenya,
Complaints Resolution Desk,
Nairobi.

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