

# GENERAL TERMS AND CONDITIONS



The following General Terms and Conditions apply, subject to any further agreement in writing and subject to the laws of Kenya. Specific terms apply to specific account products and services and are available to the customer upon request.

## 1. Interpretation

In these General Terms and Conditions the expression "the customer" shall include all persons, firm, partnership, or corporate body. The expression "the Bank" shall refer to Family Bank Limited.

## 2. Customer's instructions

The customer requests the Bank to honor and to debit to his account all cheques, drafts, bills, promissory notes, acceptances, negotiation instruments and order drawn, accepted or made out to him, to carry out any instructions he may give in connection with his account not withstanding instructions that any such debiting or carrying out may cause his account to be overdrawn or any overdraft to be increased. Where no overdraft had been agreed or the limit of the overdraft agreed has been reached, the Bank may nevertheless refuse to carry out any instructions which would result in there being an overdraft greater than that agreed, as the case may be.

## 3. Authorized Signatories

The customer will give the Bank an acceptable specimen signature of every person authorized to operate the account. Unless otherwise agreed, all signatories are entitled to withdraw all or any of the Customer's property or securities held by the Bank from time to time and to overdraw any of the Customer's account provided it is done in accordance with the mandate.

## 4. Set-off

The Bank may notice set offs against any account or indebtedness of the customers:

- Any other account whether current, loan, saving or any other type
- Anytime or other deposit

The Bank may upon notice to the Customer set off his account against any other account or indebtedness in respect of which the customer is liable notwithstanding that some other person may also be liable in respect thereof.

## 5. Simultaneous Order in Excess of funds

Where the Bank receives several orders at approximately the same time, the total amount of which exceeds the available assets of or the credit granted to the Customers, the Bank may honour the orders in whatever manner thinks fits within the limit of the funds available.

## 6. Bank charges and Expense Interest

The bank is entitled to be paid by the customer and may debit the customer with:

- Unless agreed in writing, interest on overdrawn accounts including penalty interest, loan accounts or any other facility granted by the Bank at a rate which may be different for different accounts. The Bank will update the Customer on changes to interest rates by either putting notices in the branches or newspaper that the Bank uses within five working days of the change and / or advise the Customer within thirty days of the change

b) Advocates and clients costs incurred by Bank in any legal, arbitration or other proceedings arising out of any dealings in respect of the Customer Commission at such rate and at such a time or times as the Bank decides, with discretion to charge different rates for different accounts. In addition, the debts authorized by sub-clauses (a), (b) and (c) of this clause, all other expenses and charges including but not limited to ledger fee, disbursement for cheque books, postage's cables telephone calls, taxes, duties, imposition and expenses incurred in complying with the customers request.

## 7. Statement deemed approved if not objected to within 30 days

The contents of any statements of account or statement of any other nature which has been sent by the Bank to the Customer, and to which the customer has not objected to within 30 days of receipt thereof, shall be deemed approved by Customer.

## 8. Delay by the Customer in lodging complaints

The bank is not responsible for any matter unless the Customer has made a written complaint to the Bank as soon as reasonably possible

## 9. Payments by Third parties

The Bank may credit the Customer with amounts paid by third parties

## 10. Deposits of cheques

a) All cheques or other orders for payment of whatever nature are accepted for deposit or collection at risk of the customer. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the Bank may debit the Customer with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of that cheque or order, together with interest since the date of crediting if the account thereby is overdrawn.

b) A duplicate deposit slip duly stamped and signed is a necessary but not sufficient evidence of cash deposit

c) Notwithstanding the provisions of clause 6 herein any money credited to Customer in error must be repaid immediately.

## 11. No duty on bank to protest

The Bank is not liable for any loss or damage suffered by any part if any dishonoured bill is not noted or protested or both. The Bank will nevertheless endeavor to cause dishonoured bill to be noted or both provided that it receives instructions to do so in reasonable time.

## 12. Repayment of overdrawn accounts

The Bank is entitled to demand the immediate repayment with interest of any account that is overdrawn.

## 13. Lien

a) When the customer is indebted to the Bank, the Bank has a general lien over all the property of the Customer in the Bank's possessions, including, but not limited to cash, goods, securities or valuable deposited for the safe custody or as security, cheques presented for repayment, bills and any other property movable or immovable charged to secure repayment of any money whether or not that money has been repaid, and also over all property over which by the general law the bank has lien.

b) Where the Customer is indebted in circumstances giving the Bank a right of set off all securities as set out in paragraph (a) hereof are held as securities for the debt.

c) The Bank may at any time give the Customer notice in writing that if an accrued debts is not paid within a stated period being not less than 14 days after receipt of the Customer of the notice take necessary steps to realize sufficient of the customer's asset to discharge the debt.

d) If the debt is not discharged within the time allowed, the bank may realize sufficient of the customer's assets to discharge the debt, and the Customer constitutes the Bank his attorney for the purpose of conducting the sale, giving title to the asset sold and all other necessary matters. Any sum remaining after such a transaction will be held for the customer subject to these Terms and Conditions.

e) The bank is under no obligation in respect of any sale under sub- clause (d) Other than for malafides

f) Funds in foreign currencies which are subject to the Bank's lien may be set off against debts or realization. The Bank accepts no liability for any loss caused by the exchanged fluctuations.

g) Deposits including those held in foreign currencies and for a given period of time may be set off against debts notwithstanding that the time period of the deposits have not expired.

## 14. Variation and termination of relationship

The Bank may at any time upon notice to the Customer, terminate or vary its business relationship with the Customer, and in particular but without prejudice to the generality of the foregoing the Bank may cancel credit which it has granted and require the payment of the outstanding debts resulting there from within such time as the Bank may determine. The Bank may at any time freeze any account of the Customer if and so long as there is any dispute or the Bank has doubts for any reason (whether or not well founded) as the person or persons entitled to operate the same without any obligation to institute interpleading proceedings or take any step of its own initiative for the determination of such dispute or doubt.

## 15. Cheque Books

a) The Cheque books are issued subject to look after the use any cheque form with the utmost care.

b) The customer further agrees to ensure:

- That all completed cheque forms are kept in safe custody at all times
- That the Bank be immediately upon discovery by the Customer that any cheque book or any cheque form has been stolen, lost or mislaid
- That any person preparing the cheques is authorized to do so.
- That any cheque is prepared and signed in ink or other indelible writing materials.
- That the amount of any cheque is written as nearer as possible to the left side of the form to prevent any unauthorized addition of letter or figures.
- That any cheque and any alteration is signed by authorized signatory.
- That no uncompleted cheque is given to a stranger or any other person when the customer does not have reasonable ground for believing him to be untrustworthy.

## 16. The customer is advised that:

- Where possible any completed cheque should be crossed with two distinct lines in order to make the cheque negotiable only through the bank and
  - If it is known with which Bank the beneficiary of a cheque keeps his account then the name of the bank should be added to the crossing in order to make the cheque negotiable only through that particular bank.
- d) Cheques are drawn on the Bank's form in the manner specified
- On the receipt of a written notice from the customer to stop a payment of cheque, the Bank will record the notice.
  - Upon closure of any account the Customer will return to the Bank any remaining uncompleted cheque forms relating to the account.

## 16. Drawing of Cash

Customers should draw cheques in the form and manner specifically by the Bank in these Terms and Conditions.

a) The Bank will pay cash to customer where the cheque is signed in the presence of the teller by an authorized signatory or by authorized signatories. Where cash cheque is presented not by the Customer or from a representative of the Customer before it makes payment. Where cash cheques are presented by the employees or other known agents of the Customer the following steps will be taken:

- The employee or the agent will be identified before hand in a manner acceptable to the Bank.
- A limit on such drawings will be agreed in writing with the Bank and until such limit is agreed, no drawings will be allowed under this paragraph.

b) Where the Customer requests that payments be made under paragraph (a) the Customer indemnifies the Bank in respect of all payments made to the presenter of the cheque whether or not the money was received by the Customer and whether or not the order for payment was in fact the order of the Customer.

c) The Bank shall not be liable in any way to the Customer for having honoured even negligently any cheques the signature or content of which has been forged. If

- The Customer has facilitated such forgery either by failure to comply with any of the conditions contained in clause 16 hereof or by negligence in any other way, or
- There has been a previous forgery of any cheque of the customer having not objected to the first statement of account which debited such cheque as provided by clauses 6 hereof or
- An employee, servant, agent contractor or persons known to the Customer perpetrated the forgery.

## 17. Validity of Documents

The Bank is not responsible for the authenticity, validity, regularity or value of documents including but not limited to bills of lading, delivery orders, consignment documents, receipts, warrants and insurance policies.

## 18. Holdings and Credit in Foreign Currency

Subject to all Laws and Government Regulations applicable

a) The Bank will credit the counter value for the Customer's holdings foreign currencies to accounts with its correspondences in various countries of origins.

b) Such accounts are in the Bank's name, but any items belonging to the Customer are at the Customer's risk, and the Customer accepts responsibility for any ensuing consequences, including but not limited to consequences of legal, fiscal or other measures affecting the accounts. Except in the case of an assignment by the Customer to the Bank, the Customer may dispose of such funds only by means of request for cheques or any transfers in the original currencies at the Bank's option.

c) All credits granted in foreign currencies are also subject to this clause.

## 19. Accounts in Foreign Currency

Subject to all Laws and Regulations, where an account in foreign currency any demand on the Bank for payment from such account is property met by the Bank issuing a draft or affecting a transfer or making a payment in any other manner in foreign currency at the discretion of the Bank.

## 20. Communications

a) All notices, statements, letters and other communications from the Bank may be sent to the last address given by the Customer, and the date on the Bank's copy of any such communication is taken to be the date of such dispatch in the absence of proof of the contrary.

b) Any written communication from the Bank to the Customer including but not limited to any notice given pursuant to this Term and Conditions shall be sufficient to prove that the letter containing the communication was properly stamped and addressed.

c) The Customer has no claim on the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the Customer, the Bank or any third party, by delivery, post, fax, telephone, telex or any other means of communication.

d) Notice/communications will be deemed to have been received five (5) days from the date of posting.

## 21. Marginal Notes

Marginal notes contained in these General Terms and Conditions are for information purposes only and are not conclusive as to the contents of the clause they relate to.

## INTERNET BANKING

### 1. DEFINITIONS

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

**BANK** refers to Family Bank Limited, a limited liability company incorporated under the provisions of the Companies Act Chapter 488 Laws of Kenya as a bank having its registered Post Office Box 74145-00200 Nairobi and includes such branches of the bank as may from time to time be specified by the Bank to the customer.

**CUSTOMER** refers to the applicant herein as approved by the Bank to access Internet Banking services with the Bank.

**END -USER** refers to the customer and / or person(s) authorized by the customer to use Internet Banking. One or more USERS can be identified to operate the Account(s) through the Internet and each USER can be assigned limits line with the Operating Instructions Mandate provided by the customer for Account(s) through internet banking.

**CIF NUMBER** refers to the number held/linked to a customer. All the accounts held/operated by the customer and /or by

**TRANSACTION** - with respect to online internet banking, is the performance and use of the different services through

**LOGIN PASSWORD** - A password used to login in to the internet banking portal

**TRANSACTION PASSWORD** - A secret code auto generated by the Internet Banking system' or authorize certain transactions

**USER ID** refers to user login ID, access code or PIN that the customer/uses together with the password to log in to the

**ACCOUNT** refers to the customer's Savings and / or Current Account and / or any other type of account held by the held by a customer will be marked under the CIF number(s) assigned to the customer.

**INTERNET BANKING** means the bank's online banking service or the performance of transactions, outlined under the services and transact, the customer will be required to go to the internet banking link available on the bank's website.

**TERMS** refer to Terms and Conditions for use of internet banking facility as specified in this document. Chapter 486, Laws of Kenya and licensed under the Banking office at Nairobi and care of and rights to perform financial transactions in operating his assigned users will be marked under the same CIF number internet banking internet banking portal. The User ID can only consist of six characters. customer. All the accounts internet banking services through the internet. To access the bank's website and click on the In this document, all references to the USER being referred in masculine gender will also include the feminine gender, 'US' means the Bank, 'WE' and 'OUR' shall be construed accordingly.

### 2.0 APPLICABILITY OF TERMS

2.1 These TERMS form the contract between the Customer and the bank. By applying for internet banking and accessing the service through the internet, the customer acknowledges and accepts these terms subject to the payment by the customer to the bank of fees and charges as will from time to time be specified by the bank depending on the bank's tariff guide.

2.2 These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the customer.

### 3. PRODUCT AGREEMENT

3.1. These Terms (covering the use of Internet Banking) must be read together with and form part of each product agreement.

### 4. AMENDMENTS TO THESE TERMS

4.1. The Bank has the absolute discretion to amend or supplement any of the terms at any time and will endeavor to give prior notice of fifteen days for such changes wherever feasible except for changes to interest rates and/ or other variations that are subject to market changes.

4.2. The Bank may introduce new services within inter net banking from time to time. The existence and availability of the service to the Customer as and when they become available.

4.3. By using these new services, the Customer /end user, agrees to be bound by the terms and conditions applicable.

### 5. INTERNET BANKING ACCESS

5.1. The customer will apply for the Bank's internet banking services by completing an Application Form provided by the

5.2. Once an application has been approved and the customer's account(s) have been registered an automatically generated to the customer via their mobile number as provided in the respective customers' account.

5.3. The customer will be prompted to change the password assigned by the Bank on accessing Internet Banking for the as frequently thereafter as possible.new functions will be not Bank. The application shall be subject to the Bank's approval PIN (password) will be send/details maintained at the bank first time. As a security measure the customer shall change the password. The User ID can be changed after logging in and must have a maximum of 6 characters.

5.4. For joint or corporate accounts whose mandate includes multiple user(s), different passwords will be sent to each user and such users shall have a separate USER ID and Password.

5.5. For customers operating personal, joint or corporate accounts, each of them will be treated as a retail account holder accessing internet banking services.

5.6. The Customer shall not attempt or permit others to attempt accessing the account information stored in the computers means other than the Internet Banking service

### 6. USER ID AND PASSWORD

6.1. The Customer/User must:

6.1.1. Keep the User-ID and password totally confidential and do not reveal the password to any third party.

6.1.2 Choose a password which shall be a minimum of 8 characters long and shall consist of a mix of alphabets, numbers personal data such as the user's name, address, guessable combination of letters and numbers.

6.1.3 Commit the User-ID and password to memory and do not record either in a written or electronic form.

6.1.4 Do not let any unauthorized person have access to your computer or leave the computer unattended whilst accessing

6.2. If the User/Customer forgets Internet Banking User-ID, he can request for change of the password by sending a written

### ACCURACY OF INFORMATION

7.1. The Customer/User(s) is responsible for the correctness of information supplied to the bank through the use of Internet of erroneous information supplied by the user(s).

7.2. If the User suspects that there is an error in the information supplied to the Bank by him, he shall advise the Bank as NK will endeavor to correct the error wherever possible on a 'best efforts' basis.

7.3. If the USER notices an error in the account information supplied to him through Internet Banking or by the use of any ing services, he shall advise the Bank as soon as possible. The Bank will endeavour to correct the error promptly and adjust any interest or charges arising out of the error, and each will have a separate user ID and password for purposes of the BANK through any and special characters which must not relate to any readily accessible telephone number, driver license etc. or easily internet banking, request to the Bank. Banking. The Bank accepts no liability for the consequences arising out soon as possible. The BA of the Internet Bank

### 8. AUTHORITY TO THE BANK

8.1. By filing the application form and duly executing the same, the Customer grants express irrevocable authority to the authorized User(s) through Internet Banking.

8.2. The Bank shall have no obligation to verify the authenticity of any transaction received from the User(s) through other than by means of verification of the

8.3. The display or printed output that is produced by the User(s) at the time of operation of Internet Banking is a record BANK's record of the relative transactions. Bank for carrying out the banking transactions performed by the Internet Banking or purporting to have been sent by the user(s) via internet User-ID and the password. of the operation of the Internet access and shall not be construed as the

8.4. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within a week from the date of sending the periodical statement to the Customer

### 9. LIABILITY OF THE USER AND THE BANK

9.1. The Customer shall not be liable for any unauthorized transactions occurring through the use of Internet Banking which can be attributed to the fraudulent or negligent conduct of the employees or agents of the Bank.

9.2. If the User has complied with the terms and advises the Bank in writing under acknowledgment immediately after he suspects that his User-ID or password is known to another person and/or notices an unauthorized transaction in his Internet Banking account, he shall not be liable for losses arising out of the unauthorized transactions occurring in the Internet Banking accounts after the receipt of such advice by the Bank

9.3. The user (s) shall be liable for some or all loss from unauthorized transactions in the Internet Banking accounts if he has breached the terms or contributed or caused the loss by negligent actions such as the following:

9.3.1. Keeping a written or electronic record of Internet Banking password.

9.3.2. Disclosing or failing to take all reasonable steps to prevent disclosure of the User-ID or password to anyone including Bank's staff and/or failing to advise the Bank of such disclosure in time.

9.3.3. Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the Internet accounts.

9.3.4. The Bank shall not be liable for any unauthorized transactions occurring through the use of Internet Banking which can be attributed to the fraudulent or negligent conduct of the user.

9.3.5. The Bank shall in no circumstances be held liable to the user if Internet access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of the Bank.

9.3.6. Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the user(s) or any other person.

9.3.7. The Bank will not be responsible or liable in the event of any losses suffered by you by reason of the shut down or delay in the availability of a website, any computer viruses, logic software or other programs affecting any website or in the event of incomplete messaging.

9.3.8. The Bank shall not be liable for any damage or loss arising from unauthorized access to any service by a third party using any Customer identification or User identification or ID unless we have received prior notification from the customer in accordance with the user guides or other relevant notification that no further access to the relevant service shall be granted to any person using such customer's identification or User identification with effect of receipt of such notification

### 10. INDEMNITY

10.1. The Customer shall indemnify and hold the BANK harmless against any loss suffered by the BANK, its customers or a third party or any claim or action brought by a third party which is in any way the result of the improper use of Internet Banking by the User.

### 11. DISCLOSURE OF PERSONAL INFORMATION

11.1. The customer agrees that the Bank or its contractors may hold and process his Personal Information on computer or otherwise in connection with Infinity services as well as for statistical analysis and credit scoring. The Customer also agrees that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

- participation in any telecommunication or electronic clearing network
- in compliance with a legal directive
- for credit rating by recognized credit agencies
- for fraud prevention purposes

### 12. BANK'S LIEN

12.1. The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Customer's linked Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet banking Service extended to and / or used by the Customer.

### 13. PROPRIETARY RIGHTS

13.1. The user acknowledges that the software underlying the Internet Banking Service as well as other Internet related software which is required for accessing the service is the legal property of the respective vendors. The permission given by the Bank to access the Internet banking services through the internet will not convey any proprietary or ownership rights in the above software underlying Internet Banking or create any derivative product based on the software.

### 14. NON-TRANSFERABILITY

14.1. The grant of facility of Internet Banking to a Customer is not transferable under any circumstance and shall be used only by the user(s) authorized by the Customer.

## 15. TERMINATION OF INTERNET BANKING SERVICE/CONTRACT

15.1. The Customer may request for termination of the internet Banking facility any time by giving a written notice of at least 15 days to the Bank. The Customer will remain responsible for any transactions made on his internet account(s) through the service prior to the time of such cancellation of the Internet Banking Service.

15.2. The closure of all Internet accounts of the Customer will automatically terminate the Internet Banking Service.

15.3. The Bank may withdraw the Internet facility anytime provided the Customer is given reasonable notice depending on the circumstances.

15.4. The Bank may suspend or terminate Internet facilities without prior notice if the Customer has breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the User(s).

## 16. NOTICES

16.1. Notices under these Terms and Conditions may be given by the Bank and the Customer:

16.1.1. Electronically to the mail box of either party. Such notices will be regarded as being in writing

16.1.2. In writing by delivering them by hand or by sending them by post to the last address given by the Customer and in the case of the Bank to the address mentioned in the heading above

16.2. In addition, the Bank may also publish notices of general nature which are applicable to all Customers of Internet on its Internet banking Link of the bank's Website. Such notices will have the same effect as a notice served individually to each Customer.

## 17. GOVERNING LAW

17.1. These terms and conditions and/ or the operations in the accounts of the Customer maintained by the Bank and/ or the use of the services provided through Internet banking shall be governed by the laws of Kenya.

17.2. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Laws of Kenya. The mere fact that the Internet Banking service can be accessed through Internet by a Customer in a country other than Kenya shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/ or the operations in the Internet accounts of the Customer and / or the use of Internet Banking.

## 18. GENERAL

18.1. The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause.

18.2. The Customer shall not assign this agreement to anybody else. The BANK may sub-contract and employ agents to carry out any of its obligations under this contract.

## MOBILE & E-BANKING

These terms and conditions together with the application made by the Customer and as accepted by Family Bank shall form the contract between the Customer and Family Bank, and shall be further subject to such terms as Family Bank may agree with the other service providers, aiding Family Bank in providing the Facility. These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing and related to Family Bank Mobile Banking, electronic products and the Account and/or any other product/services provided by Family Bank and its Affiliates. By registering for the Facility, for the first time (and every time thereafter), the Customer acknowledges and accepts (and reaffirms his acknowledgment and acceptance of) these terms and conditions, to the fullest extent possible.

## DEFINITIONS

**Mobile Banking**, is a personal financial information management service that allows you to access your Family Bank Account information or the performance of transactions over the phone through the bank's secure system.

**Account**: shall mean any account at the bank which has been registered for use via the mobile banking service. Customer shall mean the natural person or legal entity acquiring services from the Bank.

**Bank** - shall mean Family Bank Limited or any successors or assigns.

**E-products**- the products rendered by the Bank to the Customer and acquired by the Customer from the Bank, whether or not through the internet, using, among others, fax and e-mail.

**Facility**- shall mean Mobile Banking facility provided to the customer.

**System** shall mean the mobile banking and communications software enabling the customer to communicate with the bank

**Request**: a request or instruction received by the bank from the customer to communicate with the bank for the purposes of the service. The system service will for the purpose of this agreement be accessed through the mobile phone

**MBS**: shall be the acronym for Mobile Banking service

**Branch**: a branch or branches of the bank which may from time to time be specified by the bank to the customer.

1. The Customer shall apply to the Bank for MBS& E-Products (and/or for any changes to the options available under the facility) by application through forms as prescribed by the Bank from time to time for the use of the facility by visiting his/her branch or such other medium(s) as the Bank may from time to time specify. Customer shall inter-alia provide a Mobile Number which is not already used for MBS provided by the Bank.

2. The Bank will from time to time determine or specify at its discretion the scope and features of the MBS & E-Banking Products and are entitled to modify, expand or reduce the same at any time upon notice to the customer.

3. Customer's application for MBS& Electronic Banking shall be accepted only after authentication of the customer through any mode of verification as may be stipulated by the Bank from time to time as may be decided at the discretion of the Bank.

4. Customer, by making a request for transaction from his mobile phone in the format prescribed by the Bank, irrevocably and unconditionally authorizes the Bank to access all its accounts linked to MBS for effecting the transaction and also share the information regarding his accounts with the services provider or any third party as may be required for effecting the transaction.

5. The Bank shall endeavor to carry out the instructions promptly, however it shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever including but not limited to failure of operational system, failure at mobile operator end or due to any requirement of law.