DIASPORA ACCOUNT OPENING FORM



FOR OFFICIAL USE ONLY						
Account Name						
Account Number CIF Number						
Preferred Family Bank Branch Date D M M Y Y Y Y						
Please complete this form in BLOCK Letters.						
I/We wish to open the following Account(s) and undertake to observe, comply and be bound by the Tariffs and enclosed Terms and Conditions in force and as amended from time to time, which I/We have read and understood.						
Type of Account : Mkenya Daima Diaspora Savings Account Mkenya Daima Diaspora Current Account						
Account Currency KES USD GBP EUR						
(Tick one) Individual Joint						
Country of residence City / State						
If foreign currency account please state reason						
APPLICANT DETAILS						
Name as per ID/PP						
Date of Birth Kenya IDNo. Kenya IDNo. Kenya/Foreign Passport No.						
Nationality Second Nationality (If Applicable)						
Home Telephone (Include Country Code) Home Telephone (Include Country Code) Home Telephone (Include Country Code)						
KRA PIN Email Address						
Mailing Address Postal / Zip Code						
Town/City: State Country						
Employed Self-Employed If self-employed, please state Industry/Business						
Employer / Company Name						
Mailing Address Postal / Zip Code						
Town/City: State Country						
Office Telephone Designation						
Income range in KES equivalent per month(Tick one) upto 10,000 10,001-50,000 50,001-100,000 100,001-500,000 over 500,000						
In case you can not be reached, please provide name of alternative contact person						
Contact Person's Tel. (Include Country Code) +						
Next of Kin Name Relationship						
Next of Kin ID/PP No. Mobile Number (Include Country Code)						
Mailing Address Postal / Zip Code						
Town/City: State Country						
Please list accounts held at Family Bank and other banks in Kenya and abroad						
Bank Branch Account Number						

MOBILE AND INTERNET BANKING SERVICES					
Would you like to:					
(A) Register for Family Bank PesaPap Mobile Banking Primary Mobile No. (Include Country Code) +					
Automatic Alerts (Tick appropriately)					
All Credit Alerts (Specify Amount) All Debit Alerts (Specify Amount)					
(B) Register for Internet Banking? Yes Internet Banking Application form)					
(C) Order for a Visa Debit Card (for KES accounts only) Yes No					
SPECIMEN SIGNATURE					
Applicants Signature Afix passport size photograph Authenticator's Signature					
(Sign at the centre of the box) (Sign at the centre of the box)					
	1.7				
SIGNING INSTRUCTIONS	VALUE				
Please tick appropriately:					
Sole Any two Any three Other (Specify)					
IF JOINT ACCOUNT PLEASE COMPLETE THIS SECTION SECOND APPLICANT DETAILS					
Name as per ID/PP					
Date of Birth Kenya/Foreign Passport No					
Nationality DNo. Passport No.					
Home Telephone (Include Country Code) + (Include Country Code) + (Include Country Code)					
KRA PIN Email Address					
Destal / Zin					
Mailing Address Code	-v2. U				
Town/City: State Country	ar"				
Employed Self-Employed If self-employed, please state Industry/Business					
Employer / Company Name					
Mailing Address Postal / Zip Code					
Town/City: State Country					
Office Telephone Designation					
Income range in KES equivalent per month(Tick one) upto 10,000 10,001-50,000 50,001-100,000 100,001-500,000 over 500,000					
In case you can not be reached, please provide name of contact person					
Contact Person's Tel. (Include Country Code) +					
Next of Kin Name Relationship					
Next of Kin ID/PP No. Mobile Number (Include Country Code)	12"				
Mailing Address Postal / Zip Code					
Code					
Town/City: State Country					
Please list accounts held at Family Bank and other banks in Kenya and abroad					
Bank Branch Account Number					

SPECIMEN SIGNATURE					
SPECIMEN SIGNATURE					
Applicants Signature (Sign at the centre of the box) Afix passport size photograph (Sign at the centre of the box) Authenticator's Signature (Sign at the centre of the box)					
THIRD APPLICANT DETAILS					
Name as per ID/PP					
Date of Birth D D M M Y Y Y Kenya IDNo. Kenya/Foreign Passport No.					
Nationality Second Nationality (If Applicable)					
Home Telephone (Include Country Code) + (Include Country Code) + (Include Country Code) + (Include Country Code)					
KRA PIN Email Address					
Mailing Address Postal / Zip Code					
Town/City: State Country					
Employed Self-Employed If self-employed, please state Industry/Business					
Employer / Company Name					
Mailing Address Postal / Zip Code					
Town/City: State Country					
Office Telephone Designation					
Income range in KES equivalent per month(Tick one) upto 10,000 10,001-50,000 50,001-100,000 100,001-500,000 over 500,000					
In case you can not be reached, please provide name of contact person					
Contact Person's Tel. (Include Country Code) +					
Next of Kin Name Relationship					
Next of Kin ID/PP No. Mobile Number (Include Country Code)					
Mailing Address Postal / Zip Code					

Bank

Please list accounts held at Family Bank and other banks in Kenya and abroad

Applicants Signature (Sign at the centre of the box)

Town/City:

Afix passport size photograph

Branch

State

Authenticator's Signature (Sign at the centre of the box)

Account Number

Country

Applicants Signature (Sign at the centre of the box)

Afix passport size photograph

Authenticator's Signature (Sign at the centre of the box)

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THIRD APPLICANT DETAILS						
Name as per ID/PP						
Date of Birth Kenya Kenya Kenya IDNo. Kenya Passport No.						
Nationality Second Nationality (If Applicable)						
Home Telephone (Include Country Code) + (Include Country Code) + (Include Country Code)						
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Mailing Address Postal / Zip Code						
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Next of Kin Name Relationship						
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Bank Branch Account Number						
	-					
PECIMEN SIGNATURE						
Applicants Signature (Sign at the centre of the box) Afix passport size photograph (Sign at the centre of the box)						

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 at the Branch and on our website.

1. Interpretation

In these General Terms and Conditions the expression

- 1.1 "the Customer" shall include all persons, firm, partnership, or corporate body and where appropriate, any person you authorize to give instructions on your account by way of registered power of attorney.
- 1.2 "the Bank" shall refer to Family Bank Limited.
- 1.3 "the Agreement" shall include
 - Your agreement with us contained in the account application completed and signed by you
 - · Any mandates completed and signed by you
 - · The terms and conditions changed by us from time to time,
 - Any additional terms and conditions which include those relating to specific products, our charges, interest rates, notice periods, maximum and minimum balances and any other features for each type of account or service

2. Customer's instructions

- 2.1. The Bank shall only be bound to act upon the Customer's original duly executed instructions and/or documents drawn or accepted in accordance with the Mandate until such time as the Customer shall give the Bank due written notice to the contrary.
- 2.2 Instructions received after Banking Hours or on a non-Business Day shall be processed on the next Business Day. The Customer may cancel instructions provided that the Bank is not otherwise irrevocably bound to act upon such instructions and provided further that the Bank has confirmed in writing that such instructions have not yet been acted upon. The Bank shall be entitled to levy a charge as per the Bank's Tariffs for cancelling instructions;
- 2.3 The Bank may, subject to such requirements as it shall in its sole and absolute discretion deem necessary and upon prior written request from the Customer, act upon oral, facsimile, electronic or any other forms of unwritten communication. The Bank shall however not be liable and the Customer shall indemnify and hold the Bank harmless if the Bank acts on instructions which have been corrupted or improperly transmitted or if the information contained in the said communication is not received or is delayed; and
- 2.4 The Bank may refuse to act on the Customer's instructions, if the instructions are not clear and/or if the Bank has reason to believe that the Customer did not give the instruction and/or if the Bank believes that a law, regulation, code or other duty which applies to the Bank may be broken by acting on the instructions.
- 2.5 The Customer authorizes us to make any enquiries we may deem necessary in respect of opening and operation of the account including obtaining and maintaining adequate records such as; copies or records of official identification documents like birth certificates, passports, identity cards; driving licenses certificate of incorporation or registration, similar documents; statements of accounts, account files and business correspondence including the results of any inquiries to establish the background and purpose of any complex, unusual large transactions, for a minimum of seven years, regarding the sources of funds and details of transactions in order to:
 - (i) Enable the identification of unusual or suspicious transactions, and
 - (ii) Reconstruct individual transactions.
- 2.6. The Customer requests the Bank to honor and to debit his/her 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.

The Bank may accept any stop payments for debit orders but the responsibility to cancel any underlying contract rests with the customer. The Customer shall indemnify the Bank against any legal action arising from such cancellation.

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

3. Authorized Signatories

The Customer shall give to the Bank, in a form acceptable to the Bank at the Bank's sole and absolute discretion, a specimen of the signature of each Authorized Signatory. The Bank may require a fresh specimen signature in the event of a change in the Customer's name. Unless otherwise advised in writing to the Bank in a form acceptable to the Bank 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-of

The Bank may upon notice combine/consolidate against any account or indebtedness of the customers:

- i. Any other account whether current, loan, saving or any other type
- ii. Any term 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:

- a) Unless agreed in writing, interest on overdrawn accounts including default charges, 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 advice the Customer within thirty days of the change.
- b) Advocates and client's 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.
- c) Expenses incurred in realizing any security or protecting the subject matter of any security issued to us. In addition, the debits 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 customer's request, in complying with request of authorized and accredited government or other agencies in relation to your account in maintaining your account, in collecting or attempting to collect any money you owe us,
- d) Upon due application by the Customer, the Bank may, at its sole and absolute discretion, extend credit facilities to the Customer in such manner and upon such terms and conditions as the Bank may determine. The Bank shall be entitled to debit the Account with all interest, commission, costs, expenses and other charges (including banking and legal charges) incurred in connection with the extension of such credit facilities.

7. Repayment of Overdrawn Accounts

- a) The Customer must not draw the Account below the prescribed minimum balance of the Account (or exceed the limit of any overdraft facility extended and approved by the Bank in respect of the Account) without the Bank's prior written consent. The Bank shall be at liberty at its sole and absolute discretion to refuse to honour a cheque, make a payment and/or allow a withdrawal if the effect of the same would be to either cause the Account to be drawn below its prescribed minimum balance or the said overdraft limit to be exceeded; and
- b) If the Account is drawn below its prescribed minimum balance or the approved overdraft limit is exceeded without the Bank's prior written consent the Customer shall (including without limitation) pay such fees as the Bank may prescribe as well as pay additional interest on the particular amount drawn below the prescribed minimum balance or the particular amount in excess of the approved overdraft limit (in this paragraph together called the "outstanding amounts") at such rate or rates and computed and compounded in such manner as may be determined by the Bank in its sole and absolute discretion until the outstanding amounts are paid in full. The Bank shall also be at liberty to demand from the Customer the immediate repayment, in full, of the entire outstanding amounts together with all interest accrued thereon as well as all other costs, charges and expenses arising there from.

8. 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.

We reserve the right to rectify discrepancies, add/or alter the entries in your statements, without prior notice to you. We will however notify you within a reasonable time of the alterations after the changes are effected.

9. 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 and the same will be handled in accordance with our complaints procedure.
Where a notification regarding your complaint or any matter is expected from us and the same is not received, the complaint must be made in writing within a reasonable period after non-receipt of such response or notification.

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 cheque deposit.
- c) Notwithstanding the provisions of clause 6 herein any money credited to Customer in error must be repaid immediately.
- d) Deposits required to be supported under the law shall unless adequately supported with the required documentation be declined.

11. No duty on bank to protest

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

12. Lier

- 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 debt is not paid within a stated period being not less than 14 days after receipt of the notice, take necessary steps to realize the customer's asset to discharge the debt.
- d) If the debt is not discharged within the time allowed, the Bank may realize the customer's assets to discharge the debt, and the Customer authorizes the Bank to be 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 (Transaction done in bad faith)
- 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.

13 Variation and termination of relationship

The Bank may at any time upon giving 14 days' 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.

Our decision in this connection will be final and binding on you and we reserve the right to protect our interest which may include summarily closing any account if we are compelled by law or by the order of any authority or if we have reasons to believe that the account is being used for unlawful or fraudulent activities.

The customer can close his/her account by telling us in writing (in case of joint account all the account holders must sign the written communication).

Upon termination of our banking relationship, you will return any cards we have given you, any unused cheques and any computer banking software we have provided. The Customer must repay money the Customer owes us including where applicable the amount of cheque, card transactions or any other payment instructions you have made which have not been taken out of your account.

14. Dormancy

- a) the Account shall be deemed to have become Dormant where the Account has remained inoperative for such period of time as may be specified by the Specific Terms and Conditions of the Account or as may be determined by the Bank from time to time; and
- b) the Bank may (including without limitation) apply any one or more of the following conditions to an Account upon its classification as Dormant:
 - (i) confirm the validity and authenticity of the first transaction reactivating the Account;
 - (ii) suspend the payment of interest (if applicable);
 - (ii) suspend the issuance of Account Statements; and
 - (iii) charge a fee as may be determined by the Bank from time to time.
- c) The account, if inactive for a period of 5 years, shall be subject to the custody of the Unclaimed Assets Authority as unclaimed assets pursuant to the provisions of the Unclaimed Financial Assets Act (No. 40 of 2011), The Bank shall however make prior reasonable efforts to locate you and notify you

15. Cheque Books

b)

- a) The cheque books are issued subject to look after the use any cheque form with the utmost care.
 - The customer further agrees to ensure:
 - i That all completed cheque forms are kept in safe custody at all times
 - ii. That the Bank is informed immediately upon discovery by the Customer that any cheque book or any cheque form has been stolen, lost or mislaid.
 - ii. That any person preparing the cheques is authorized to do so.
 - iv. That any cheque is prepared and signed in ink or other indelible writing materials.
 - v. 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.
 - vi. That any cheque and any alteration is signed by authorized signatory.
 - vii. 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.

c) The customer is advised that:

- i. Where possible any completed cheque should be crossed with two distinct lines in order to make the cheque negotiable only through the bank and
- ii. 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.
- i. the Customer must count the number of Cheques contained in the Chequebook at the time the Customer is issued with the Cheque book and periodically throughout the use of the Chequebook. If any Cheque is found to be lost or missing, the Customer must inform the Bank immediately;
 - ii. the Bank may refuse to honour a Cheque where the date of the Cheque is more than six (6) months old or where the date is in the future (post-dated cheques);
 - iii. where the Customer wants the Bank to stop payment on a Cheque, the Customer must immediately request the Bank in writing to do so. Upon receipt of a written notice from the Customer to stop payment of a Cheque, the Bank shall record the notice and stop the payment provided that such notice is received before the transaction sought to be stopped has occurred. The Bank reserves the right to charge an administration fee for stopping the payment of a Cheque;
 - iv. Bank acts only as the Customer's collecting agent and if the Customer's Cheque or any other third party instrument is lost or stolen while in the custody of the Bank the Bank shall not be liable for any loss of profit or opportunity suffered by the Customer or any other person and/or for any charges incurred by the Customer or any other person in stopping payment thereof even where the Bank has been negligent.

16. Drawing of Cash using a cheque

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.
 - In cases where cash cheque is presented not by the Customer or from a representative of the Customer, employees or other known agents of the Customer the following steps will be taken:
 - i. The employee or the agent will be identified beforehand in a manner acceptable to the Bank.
 - ii. 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:
 - i. 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
 - ii. 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
- iii. 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.

9. Accounts in Foreign Currency

Subject to all Laws and Regulations, in the case of foreign currency accounts, any demand on the Bank for payment from such account is properly met by the Bank issuing a draft or affecting a transfer or making a payment in any other manner in foreign currency as instructed by the Customer. However, the Customer hereby acknowledges that the payment shall be 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 using the last address given by the Customer.
- d) Notice/communications will be deemed to have been received five (5) days from the date of posting.

e) You undertake to update information you provided in your personal account application form within 30 days from the date of any changes to the Information provided therein

You expressly understand and agree that the Bank's services are provided on an available basis. We expressly disclaim all warranties of any kind relating to the services whether express or implied of the Bank's services including warranties arising from the cause of dealing or course of performance. We make no representation or warranty that the services will meet your requirement or expectations or that the services will be uninterrupted, timely, secure or error free. We further disclaim any representation or warranty that any errors in technology will be corrected. We may periodically amend, add, delete update or alter the services including, without limitation, this Terms and Conditions.

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 MBS for the first time (and every time thereafter), the Customer acknowledges and accepts (and reaffirms his acknowledgment and acceptance of) these Terms and Conditions, and variation thereof, to the fullest extent possible.

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.

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.

- 23.1 The Customer shall apply to the Bank for MBS and E-banking 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 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.
- 23.2 The Bank will from time to time determine or specify at its discretion the scope and features of the MBS and E-banking products and are entitled to modify, expand or reduce the same at any time upon notice to the Customer.
- 23.3 Customer's application for MBS and E-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
- 23.4 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
- 23.5 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.
- 23.6 The E-banking products and MBS may, without prior notice be terminated, be suspended or terminated by the bank for any reason whatsoever, including and without limitation to, your failure to use the services for six consecutive months or longer, invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications Company(s) concerned in relation to their network or by any service provider in respect of the Mobile Banking. The Bank will not assume any liability or responsibility for any such suspension or termination. The E-banking products may be terminated at any time by notice in writing from the Customer or the Customer can request for termination of his MBS by visiting his branch and submit his request in the form prescribed the Bank for this purpose or send an SMS in the format prescribed for this purpose

Any such termination shall be effective within four (4) days of receipt of the termination notice by the Bank.

You authorize us to continue making transfers, payments and other transactions you have previously authorized us through the services until such time as we have had a reasonable opportunity to act upon your instructions. It is your responsibility to cancel any recurring or future dated transfers prior to cancelling the services as these transfers will not be terminated unless you do so. Notwithstanding the foregoing all recurring transfers and payments must be cancelled prior to terminating the services. Upon any termination you shall immediately discontinue use of the services. Any termination shall not affect your liabilities or obligations under these terms and conditions for any transactions initiated prior.

- 23.7 Customer should know that request for transactions, once made through his mobile are non-retractable as these are processed instantaneously and on a real time basis. Therefore, Customer should take sufficient care while making a request for the transaction from his mobile.
- 23.8 Customer shall be solely responsible for accuracy and authenticity of the request made by him/her for information/transaction. The Bank shall not be liable for consequences arising out of erroneous information provided by the Customer.
- 23.9 If the Customer suspects that there is an error in the information provided to him/her by the Bank, he/she shall advise the Bank as soon as possible. The Bank shall endeavor to correct the error wherever possible on a best effort basis. The Bank shall however not be liable for any inadvertent error which results in providing incorrect information to him.
- 23.10 The Customer is solely responsible for protecting his PIN and mobile phone. Family Bank shall not be liable for unauthorized use of PIN or mobile phone of the customer. All requests emanating out of customer's mobile with prrect PIN shall be treated as genuine request and shall be acted upon by the Bank as such whether or not actually initiated by the customer.
- 23.1.1 It shall be the Bank's endeavor to maintain the secrecy and confidentiality of Customer's accounts to the best of its abilities. The Bank however shall not be liable if the Customer's accounts are compromised on account of breach of secrecy, denial of service or on account of hacking/other technological failures.
- 23.12 The Customer shall promptly notify the Bank of any changes to information provided to the Bank related to or for the purposes of the E-banking products and MBS including change of email address or the details of the Customer's designated mobile phone number and the telecommunications company providing or servicing it. In addition, the Customer's hall promptly inform the Bank of any loss or theft of their mobile phone by visiting his branch and updating such change for MBS in the form prescribed by the Bank for this purpose. Once his request is accepted, his MBS shall be de-activated. The Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate contact or account information.

The Bank shall not be liable for any loss or claim resulting from the relaying of any information pursuant to the E-banking products to the designated mobile phone number prior to receipt of any notification of loss or theft.

- 23.14 The Bank may send messages to the Customers regarding products/services of the Bank, or any other promotional message that the Bank may consider from time to time
- 23.15 The Bank is in no way liable for any error or omission in the services provided by any Mobile or any third party service provider (whether appointed by the Bank in that behalf or otherwise) to the Customer, which may affect MBS.
- 23.16 The Bank does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through MBS.
- 23.17 The Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the customer or by any person resulting from or in connection with MBS.
- 23.18 The Bank shall under no circumstance be held liable to the customer if the MBS is not available or there is any delay in the carrying out of the instructions for any reasons whatsoever including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of the Bank. Without limitation to the other provisions of these Terms and Conditions, the Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any Mobile service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the customer, the Bank's system or the network of any cellular service provider and/or any third party who provides such services as is necessary to provide the MBS. Illegal or improper use of the MBS by the authorized user or any other person shall render the customer and the authorized user liable for payment of financial charges as decided by the Bank and / or will result in suspension of the MBS to the Customer.

Notwithstanding anything to the contrary stated herein, the Bank shall not be involved in or in any way be liable to the customer for any dispute between the Customer and a cellular services provider or any third party service provider (whether appointed by the Bank in that behalf or otherwise).

23.19 It shall be the Bank's endeavor to give a reasonable notice for withdrawal or termination of MBS, but the Bank may at its discretion withdraw temporarily or terminate the MBS either wholly or partially anytime without giving rior notice to the customer. MBS may be suspended for any maintenance or repair work, any emergency or security reasons without proper notice and the Bank shall not be liable for denial of MBS.

Each time you use the MBS to process a transfer or payment transaction, you warrant that you are an owner or authorized signatory on the account from which the funds are being drawn to make such transfer or payments. The Bank is entitled to act on instructions received using access information and you agree that the use of your access information will have the same effect as your signature authorizing the transaction. If we do not complete a transfer or payment in your account on time or in the correct amount in accordance with our agreement with you, we will be liable only for your actual losses. We shall not be liable for any indirect loss, damage, consequential loss, or loss of profit or income, we will further not be liable in any way for any failure or delay in completing any such transactions if:

- Through no fault of ours your account does not contain sufficient funds to make the transfer or payments or the transfer or payment would exceed any applicable overdraft protection for that account
- The services, your computer, mobile device or software was not functioning properly at the time you attempted to initiate the transaction and it was evident to you at the time you began the transaction;

 Circumstances beyond our control prevent us from making the transfer or payments such as acts of God, natural disasters, fire, flood, acts of Government authority, terrorist acts, acts of public enemy or war, riot civil iii. disturbance, insurrection, labour difficulty, power outages or interruptions, telecommunications failure, severe adverse weather conditions, postal strikes, or other causes beyond our reasonable control
- You do not provide us with complete and correct payment or transfer information, or you do not follow the instructions in these Terms and Conditions or any other agreements with us for requesting a transfer or
- The funds in your account are subject to legal process or other encumbrances restricting the transfer or payment. A timely payment or transfer was made but the payee fails to timely credit your account after receipt

This list is meant to illustrate circumstances under which we would not be liable for failing to make transfer or payment and it's not intended to list all of the circumstances where we not be liable.

You must alert us AT ONCE if you believe your access information has been stolen or used without permission or if you believe that unauthorized internet transaction or payment has been made from any of your accounts. Contacting us via telephone is the fastest and best way of keeping your possible losses to a minimum.

Kindly ensure that all telephone requests should be followed by written and duly signed customer advice within three days, also if your statement shows transactions that you did not authorize, alert us AT ONCE. You are responsible for all the transfers and payments that are made using your account access information. We shall have no liability to you for any errors or losses you sustain in using the service except where we fail to exercise ordinary care in processing any transaction.

- 23.22 The Bank may at its discretion change Terms and Conditions as mentioned here any time as it deems fit.
- 23.23 Any dispute or difference arising out of or in connection with MBS shall be subject to exclusive jurisdiction of the Courts in Kenya
- 23.24 Any notice from the Bank to the Customer maybe made in such manner and by such means of communication as the Bank shall deem fit, including and without limitation to, use of direct mailing material, advertisement, branch

display, electronic communications such as email or via the E-banking products. Any notice from you to us shall be in writing at the following address: Family Bank Limited, P.O. Box 74145-00200 Nairobi, Kenya.

- 23.25 In consideration of the Bank providing the MBS, the Customer agrees to indemnify and keep the Bank safe and harmless from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which Family Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out in good faith for acting on or omitting or refusing to act on any instructions given by use of the MBS.
- 23.26 The Customer holds the Bank / its affiliates, harmless against any loss incurred by the Customer due to failure in the network of the mobile service provider. The Customer agrees to indemnify and hold the Bank harmless for any losses occurring as a result of the Customer permitting persons to use the MBS through any means.

24. Disclosure of account information to third Parties

- a) the Bank values the Customer's privacy and has a policy to hold in confidence information and/or documentation relating to the Customer and/or the Account. However, the Bank may in certain circumstances disclose such information and/or documentation to any person in connection with any actual or likely event of default by the Customer. This right to disclose includes disclosing information under these General Terms and Conditions (including the assignment or transfer of all the Bank's rights and obligations under these General Terms and Conditions);
- b) the Customer authorises the Bank to respond, if it shall so choose, to any and all inquiries (including without limitation any bank's references) received from any other bank, financial institution or person providing credit or financial services, concerning the Account without any reference to the Customer;
- c) the Bank may also disclose information and/or documentation relating to the Account in the following circumstances:
 - (i) to any credit reference, scoring or rating agencies;
 - (ii) to any persons providing information or services to the Bank, (including without limitation a holding or group companies, subsidiaries or related parties) on the understanding that the information shall be confidential and may not be further disseminated; and
 - (iii) 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) and/or where it is in the interest of the public.
- d) To a consumer reporting agency for research purposes only
- e) In order to comply with a governmental policy (including, without limitation, under the FATCA if applicable) or court order
- f) If you give us your written permission; or
- g) In accordance with our Privacy Policy

25. Unlawful transactions

You agree not to use the account or MBS for any illegal or unlawful purpose. You acknowledge and agree that we have no obligation to monitor or review your transaction for legality and that we may presume that all of your transactions are legal in all applicable jurisdictions.

We reserve the right, however, to decline any transaction that we believe is illegal or a high risk transaction in any applicable jurisdiction.

We are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any authorized transactions that is termed to be illegal.

26. LIABILITY

- a) the Bank shall not be liable to the Customer for:
 - (i) any loss of profit or opportunity or any consequential loss or damage to the Customer's reputation. The Bank shall not be liable in any way to the Customer or to any third party for making payment on the Customer's behalf or acting upon any written instructions presumed to be issued by the Customer even negligently, where the signature or content of the written instruction has been forged if the Customer has facilitated such forgery and/or if there has been a previous forgery of the Customer's cheque or note of instruction to which the Customer has not previously objected to and/or if the Bank has exercised due care and acted in good faith in making such payment;
 - (ii) any act or omission including any breach of its obligations under these General Terms and Conditions caused by circumstances beyond the Bank's reasonable control including but not limited to fire, strike, insurrection or not embargo, terrorist or any enemy action, theft or burglary, delays in transportation or the requirement or regulations of any civil or military authority; and
 - (iii) (where the Bank is operating the Account by means of a software package or other accounting system) for the non-performance of the software which shall have occurred directly or indirectly as a result of (including without limitation) adverse power fluctuations or damage resulting from fire, water, accidents, spillage of fluids, connections to improper power supplies, faulty or incorrect electrical wiring or connection;
- b) subject to these General Terms and Conditions, where the Bank is found to be liable to the Customer for any loss, injury or damage resulting from any wilful or negligent delay or error in carrying out the Customer's clear and unequivocal instructions, the Bank's liability shall be the lower of:
 - (i) the amount of such loss, injury or damage; or
 - (ii) the amount of any interest not received, or any interest that the Customer has to pay as a result of such failure, delay or error.

27 Amendments

We may amend revise or modify this Terms and Conditions from time to time at our sole discretion subject to 30 Days prior notice to you. We shall post the amended terms and conditions on the Family Bank website together with a notice that this Terms and Conditions that have been amended. Any use of the services following such 30 days' notice will constitute your agreement to such changes. Further, we may, from time to time, revise and update the applications, services and or related materials which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Terms and Conditions to all such prior versions of the applications services and or related materials and limit access to the most recent revisions and updates however subject to 30 days prior notice.

28. Governing Law

This Terms and Conditions shall be governed and interpreted in accordance with the law of Kenya. Any actions or proceedings arising out of this Terms and Conditions shall be heard exclusively in Kenya no Courts. This Terms and Conditions and or the operations in the accounts of the Customer maintained by the Bank and or the use of these services provided through E-banking and MBS shall be governed by the law of Kenya and no other Nation.

The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than Kenya. The mere fact that Internet Banking can be accessed through the internet by a Customer and or the operations in the internet of accounts of the Customer and or the use of E-banking or MBS.

29. Other Agreement

In addition to this Terms and Conditions you agree to be bound by and comply with terms of such other agreements we may provide to you in connection with the services of any products which may be accessed through the services including but not limited internet Banking Terms and Conditions, funds availability disclosure and our E-banking Terms and Conditions disclosure statements and Agreements. You further agree to be bound by and comply with any and all applicable laws, rules and regulations including but not limited to the rules and regulations of any networks, clearing houses or funds transfer systems to which the Bank belongs, in connection with your use of the services. Additionally, if there is a conflict between what our employee says and this Terms and Conditions, this Terms and Conditions will prevail.

DECLARATION

I /We confirm that:

- a) The information I/We have provided herein is complete and the disclosures made are true;
- b) I/We confirm having read and understood the Banks General Terms and Conditions a copy of which has been availed to me/us and agree to be binding to me / us, and
- c) I/We agree to be bound by any variations to the terms and conditions that may be made by the Bank from time to time and updated on its website.

Signed this	day of		20	
Name		_ Signature		
Name		_ Signature		
Name -		_ Signature		
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INDEMNITY FOR INSTRUCTIONS RECEIVED BY EMAIL AND / OR FACSIMILE ('ELECTRONIC INSTRUCTIONS')

In consideration of the Bank agreeing to act on electronic instructions from me/us from time to time for the operation of my/our account with the Bank without requiring written confirmation bearing original signatures in accordance with the Mandate for such account(s) before acting on the instructions, I/we confirm unequivocally:

- 1. THAT the Bank may act on any Electronic Instructions given by me/us from time to time, and I/We voluntarily and with full knowledge take and assume any and all risks associated therewith;
- 2. THAT once Email/Facsimile instructions have been sent to the Bank by the person (or by any of the persons, if more than one) using the e-mail address specified below, the Bank shall have no obligation to check or verify the authenticity or accuracy of the sender of such Electronic instructions purporting to have been sent by me/us and may act thereon as if the same had been duly given by me/us;
- 3. THAT in acting on the Electronic Instructions, the Bank shall be deemed to have acted properly and to have fully performed all the obligations owed to me/us, notwithstanding that such Electronic Instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and I/We shall be bound by Electronic Instructions on which the Bank may act if the Bank has in good faith acted in the belief that such Electronic Instructions were issued by me/ us.
- 4. THAT the Bank may, in its absolute discretion, decline to act on or in accordance with the whole or any part of an Electronic Instruction pending further enquiry or further confirmation (whether written or otherwise) by me/us, PROVIDED THAT the Bank shall not be under any obligation to so decline in any case, and the Bank shall in no event or circumstance be liable for not so declining; and
- 5. THAT I/We hereby release the Bank from and indemnify the Bank against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to the Bank having acted in accordance with the whole or any part of any Electronic Instructions exercised (or failed to exercise) pursuant to the discretion conferred upon the Bank in Clause 4 above.

	refred upon the bank in clause it above.						
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I confirm that I h procedures and with Family Ban	nave checked that all the above details have that relevant document are attached . I con k Limited.	been completed in acconfirm acceptance of this confirm acceptance of the confirmation acc	ordance with KY customer relation	C nship	Branch Stamp		
Branch ManagerSignature							
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