Personal Electronic Banking Application Form

www.cbagroup.com

cba

Electronic Banking Application Form
(Mobile and Internet Banking)

_____
Date

Customer Profile

Account Name _____

Account Number _____
(First 6 digits)

Postal Address _____ Code _____ City _____

Signatory 1

Title _____ Name _____

Signature _____ ID Number _____

Mobile No (i) _____ (ii) _____

Email address (i) _____ (ii) _____

Phone Make _____ e.g Nokia, Android, Blackberry

Memorable Word* _____ Token Number _____
(For Bank use only)

Signatory 2

Title _____ Name _____

Signature _____ ID Number _____

Mobile No (i) _____ (ii) _____

Email address (i) _____ (ii) _____

Phone Make _____ e.g Nokia, Android, Blackberry

Memorable Word* _____ Token Number _____
(For Bank use only)

* The memorable word you specify will be requested when you first log onto the internet to authenticate your identity. Your memorable word will also be requested should you require to reset/unlock your token. (NB: The word must be between 6 and 20 characters)

Services

General Services

- Account Details: Balances, Statements
- Cheque Services
- Enquires
- Card Services
- Funds Transfers
- Customer Services Requests (eg. Bankers cheques, FX rates, Interest rates, etc)

Additional Services

- Mobile Banking: Mobile Top up
- Internet Banking: Loan details, Deposit details, Standing orders, Auto sweeps, Trade finance, Advices

Funds Transfer Beneficiary Maintenance Register*

These are accounts that you will regularly make transfers to.

Beneficiary Name	Beneficiary Account No.	Beneficiary Bank Branch Code

* This register will be accessible through your mobile phone.

CREDIT CARD INFORMATION *

(First Six Digits) (Last Four Digits)

Card Name: _____ Card Number: | | | | | | | | | | |

Card Name: _____ Card Number: | | | | | | | | | | |

Card Name: _____ Card Number: | | | | | | | | | | |

* This information will allow you to access card available balance, amounts due and the due date for payment on Mobile Banking.

For Bank Use Only:

	Name	Signature	Date:
Signature Verified:			
T24 Mapping:			
Customer enabled for Internet Banking by:			
Customer enabled for Mobile Banking by:			
Notifications mapped :			
Accounts Mapped:			
Token issued by			

TERMS AND CONDITIONS GOVERNING THE USE OF ELECTRONIC BANKING SERVICES

1. Definitions and Interpretation

1.1. In these Terms and Conditions, including the Schedule, unless the context otherwise requires:

(a) "Bank" means Commercial Bank of Africa Limited, incorporated in Kenya as a limited company under the Companies Act (Cap 486 of the Laws of Kenya) and includes such Branch or Subsidiaries of the Bank as may from time to time be specified by the Bank of the Customer;

(b) "Banking Day" means a day on which the counters of the Branch and/or Bank Subsidiary (as applicable) are open for the transaction of ordinary business;

(c) "Bank Subsidiary" means the subsidiary or subsidiaries or the Bank which may from time to time be specified by the Bank to the Customer;

(d) "Branch" means a branch or branches of the Bank which may from time to time be specified by the Bank to the Customer;

(e) "Bank Account" means the Customer's current and savings deposit account(s), current overdraft facility account(s) and term and call deposit accounts (as the case may be) with the Bank;

(f) "Customer" means the Bank's Customer whose details are set out in Part I of the Schedule;

(g) "Customer Group" means the Customer and where the Customer is a company; its holding company (if any) and their respective subsidiaries from time to time;

(h) "Deposit Account" means a Bank Account with an available credit balance;

(i) "General Terms and Conditions" means the Bank's General Terms and Conditions signed by the Customer at the time the Customer opens a Bank Account;

(j) "Nominated User/s" means the representative or representatives of the Customer authorized by the Customer to hold and change the Password/PIN and hence to access the System and Service on behalf of the Customer;

(k) "Password/PIN" means the secret password known only to the Customer or the Customer's Nominated User for the access to the System. The Customer or its nominated user may change the password/PIN at will;

(l) "Request" means a request or instruction received by the Bank from the Customer or purportedly from the Customer through the System and upon which the Bank is, by virtue or subparagraph 4.1, authorized to act;

(m) "Service" means such of the electronic banking services as the Customer may from time to time subscribe for;

(n) "System" means the electronic banking and communications software enabling the Customer to communicate with the Bank for the purpose of the Service. The System and Service will for the purpose of this agreement be accessed through the internet via the Bank's website, www.cbagroup.com; or via the customer's mobile phone

(o) "Subscription" means subscription for the Service by a Customer;

1.2. In this Agreement:

(a) Where "the Customer" is more than one person, references to "the Customer" shall include all and/or any of such persons and the obligations of the Customer shall be joint and several;

(b) Words in the singular shall include the plural and vice versa and words importing any gender shall include all other genders;

2. Subscriptions by Customer

2.1. In consideration of the customer paying to the bank the fees and charges set out in paragraph 7 below, the bank shall provide to the customer certain electronic banking services subject to and in accordance with these terms and conditions.

2.2. The Customer will subscribe for the Bank's electronic banking services by completing a subscription form provided by the Bank specifying in such subscription form the electronic banking services that the Customer intends to use. The Subscription shall be subject to the Bank's approval.

2.3. Once the Bank has approved the Subscription and the Customer has been maintained as an authorized user of the Service, the Customer will provide to the System a unique identification (ID) and a Password known only to the Customer, and then only shall the Customer be afforded use of the Service. The ID and Password will form a unique link to each specific Customer's access profile(s).

2.4. Further additional electronic banking services may be provided to the customer by the bank, provided the customer completes a subscription form in respect of such additional services and the Bank reserves the right to modify, replace or withdraw any Service at any time, for any reason whatsoever, without prior notice to the Customer.

2.5. The Customer's subscription for and use of the Service shall be subject to these terms and conditions and any current, savings, term, call and overdraft accounts agreements between the Bank and the Customer and the Bank's General Terms and Conditions signed by the Customer.

3. Customer's Facilities and Customer's Responsibilities

3.1. The Customer shall at its own expense provide and maintain in safe and efficient operating order such hardware, software and other facilities (including access to any public telecommunications systems) and any communications network (collectively "the Facilities") necessary for the purpose of accessing the System and the Service.

3.2. The Customer shall be responsible for ensuring proper performance of the Facilities including any losses or delays that may be caused by the Facilities. The Bank shall neither be responsible nor liable for any errors or failures caused by any malfunction of the Facilities nor shall the Bank be responsible or liable for any computer virus or related problems that may be associated with the use of the System, the Service and the Facilities. The Customer shall be responsible for charges due to any service provider providing the Customer with connection to the electronic services and the Bank shall not be responsible or liable for losses or delays caused by any such service provider.

3.3. The Customer shall obtain all licences and consents necessary to have access to and use of the System and shall ensure that all persons it allows to have access to the System shall comply with all laws and regulations applicable to the use of the System and shall follow all instructions, procedures and terms contained in this Agreement and any document provided by the Bank concerning the use of the System and Service.

3.4. The Customer shall prevent any unauthorized access to or use of the System and Service by keeping its ID and Password/PIN secret at all time.

3.5. The Customer shall take all reasonable and necessary precautions to detect any unauthorized use of the System and Service. To that end, the Customer shall ensure that all communications from the Bank are examined and checked by or on behalf of the Customer as soon as practicable after receipt by the Customer in such a way that any unauthorized use of and access to the System will be detected.

3.6. The Customer shall immediately inform the Bank by telephone with a written confirmation sent the same day in the event that:

(a) The Customer has reason to believe that any Password/PIN used by the Customer to gain access to the Service and to communicate with the Bank is or may be known to any person not authorized to know the same and/or been compromised; and/or

(b) The Customer has reason to believe that unauthorized use of the Service has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.

3.7. The Customer shall not send or attempt to send any Request to the Bank through the System if the Customer has reason to believe that for any reason such Request may not be received by the Bank or may not be received accurately and intelligibly.

3.8. The Customer shall at all times follow the security procedures notified to the Customer by the Bank from time to time or such other procedures as may be applicable to the Service from time to time specifically those that may be contained on the Bank's internet website. The Customer acknowledges that any failure on the part of the Customer to follow the recommended security procedures may result in a breach of the Customer's profile confidentiality and may lead to unauthorized transactions in account(s) linked to the Customer's Service subscription with the Bank. In particular, the Customer shall ensure that the Service is not used or Requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so.

3.9. The Customer shall not at any time operate or use the Service in any manner that may be prejudicial to the Bank.

3.10. The Customer understands and accepts that it may link a business account or Bank Account requiring multiple signatures to the Customer's profile on this Service only if the Customer has submitted to the Bank an original written standing mandate to the effect that the Bank is authorized to process transactions not exceeding a certain specified amount, and it will be the responsibility of the Customer to ensure that no unauthorized persons have access to this Bank Account.

3.11. The Bank shall be entitled and authorized to debit the Customer's Bank Account with the amounts of the transactions effected via the Service as well as debit the Customer's Bank Account with the amount of any fee applicable to the Service from time to time.

4. Irrevocable Authority of the Bank

4.1 The Bank is irrevocably authorized by the Customer to act on all Requests received by the Bank from the Customer (or purportedly from the Customer) through the System and to hold the Customer liable thereof, notwithstanding that any such requests are not authorized by the Customer or are not in accordance with any existing mandates given by the Customer. If the Customer requests the Bank to cancel any transaction or instruction after a Request has been received by the Bank from the Customer, the Bank may in its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.

4.2 The Bank shall be entitled to accept and to act upon any Request, even if the Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Bank believes that it can correct the incomplete or ambiguous information in the Request without reference to the Customer being necessary.

4.3 The Bank shall not be obliged to accept or to act upon any Request if to do so would require access to, action by, or information from the Branch, or any Bank Subsidiary located in any jurisdiction where it is not a Banking Day at the relevant time when such access, action or information is required or would cause a breach of any existing mandate facility limit or agreement between the Bank, the Branch and/or Bank Subsidiary (as applicable) and the Customer. In the event that the Bank does accept or act upon any such Request, the Customer shall remain liable thereof.

4.4 In the event of any conflict between any terms of any Request from the Customer and the terms of this Agreement, the terms of this Agreement shall prevail. This Agreement and all authorizations and other procedures agreed under this Agreement supplement any general terms and any mandates, which apply to the Customer's Bank Accounts with the Bank.

5. Limits of Internet Banking Transactions

5.1 The Customer may transfer or effect a payment for any amount subject to the provisions of paragraph 3.10 of this agreement, as long as the transaction does not cause the balance in the Deposit Account to be less than zero unless the Customer has either an approved overdraft facility for the affected Deposit Account or a term Deposit Account pledged with the Bank to cover excesses that may arise in the affected Deposit Account from time to time in which case the two accounts are linked in the System for that purpose.

5.2 If the Customer has an approved overdraft facility or term Deposit Account linked to the payment Deposit Account, the transfers and/or electronic bill payments using the Service should not exceed the approved overdraft facility or the pledge term Deposit Account.

6. Records of Transactions and Customer Rights to This Information

6.1 All activities performed by the Customer once allowed access into the System will be logged until the Customer ends a session. The Bank shall maintain copies of all Requests received from the Customer in electronic form. In addition, any hard copies of documentation prepared by the Bank in the process of effecting a transaction as per the Customer's Requests will be maintained. As between the Customer and the Bank, the Bank's copy records shall be conclusive evidence of the fact of receipt or non-receipt of a Request and of the contents of such Request.

6.2 g or standing Requests for payments/transfers. A copy of any documentation including the Monthly Statements provided to the Customer by the Bank which indicates that a transaction was effected through the service shall be conclusive evidence of such a transaction and shall constitute prima facie proof that such a payment was made with the Customer's authority.

6.3 The Customer shall be deemed to have accepted and shall not subsequently challenge or object to any of the transactions contained in the Monthly Statement if the Customer fails to object to the Monthly Statement in writing within 30 days from the date the Monthly Statement was sent or deemed to have been sent to the Customer by the Bank.

7. Charges

7.1 The Customer shall pay to the Bank an initial set up fee and a monthly subscription fee for the Service in addition to transaction charges applicable to various transaction types as advised by the Bank from time to time. The Bank may in its sole discretion revise these charges and fees after giving the Customer fourteen (14) days notice of such revision.

7.2 The Customer shall pay any tax chargeable upon sums payable by the Customer to the Bank and also any other charges or duties levied on the Customer or the Bank by any governmental or statutory body relating to the provision of the Service.

7.3 The Bank is hereby irrevocably authorized from time to time to debit any amounts payable by the Customer under the provisions of subparagraphs 7.1 and/or 7.2 to any account in any currency maintained by the Bank, the Branch and/or the Bank subsidiaries (as applicable) in the name of the Customer. In addition to the fees payable under this agreement, the charges and fees applicable to the Customer's Bank Account will apply.

8. Exclusion of Liability

8.1 Circumstance Not Within the Bank's Control

The Bank shall not be responsible or liable for any loss suffered by the Customer should the Service be interfered with or be unavailable by reason of (a) any industrial action, (b) the failure of any the Customer's Facilities, or (c) any other circumstances whatsoever not reasonably with the Bank's control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications systems.

8.2 Electronic Bill Payments and Transfer of Funds

(a) The Bank will not be liable for any losses or damage suffered by the Customer as a result of delay, failure and/or refusal by the Bank to act on a Request in time or at all in any one or more of the following circumstances (as the case may be):-

i. If the Customer does not have enough funds in the Deposit Account;

ii. If the payment or transfer would result in the Customer's approved overdraft facility limit being exceeded;

iii. If the Customer does not authorize a bill payment in good enough time for the payment to be made and properly credited by the payee (the Customer's counter-party) by the time it is due;

iv. If the System or the Customer's Facilities were not working properly;

v. If circumstances beyond the Bank's control including those specified in sub paragraph 8.1 above prevent the Bank from making a payment or transfer;

vi. If the money in the Customer's account is subject to legal process court order or other encumbrance restricting the payment or transfer;

vii. If the Customer does not give proper or complete instructions for the payment or transfer or the Customer does not follow the procedures in this or other applicable agreement with the Bank for requesting a payment or a transfer;

viii. If the Bank has reason to believe that the Customer or someone else is using the Service for fraudulent or illegal purposes;

ix. If a payment or a transfer request would consist of money deposited in a form or by a method that has not yet made the money available for withdrawal;

x. If the payment or transfer request is in contradiction or conflict with other existing account agreements with the Customer;

(b) If the Bank makes a timely payment or transfer but the payee nevertheless fails to credit the Customer's payment promptly after receipt, the Bank shall not be liable for any loss or damage suffered by the Customer as a result of such failure on the part of the payee.

8.3 Indemnity

(a) The Customer shall indemnify and keep the Bank indemnified on a full and unqualified indemnity basis against all and any costs (including legal costs), claims, actions, proceedings, losses, damage, demands, liabilities, and expenses suffered or incurred by the Bank in connection with or arising from (a), (b) and/or (c) of subparagraph 8.1 where the particular circumstance is within the Customer's control and against all and any costs (including legal costs), claims, actions, proceedings, losses, damage, demands, liabilities, and expenses suffered or incurred by the Bank as a consequence of any breach of the Customer of any term or condition hereof.

(b) The Customer shall indemnify and keep indemnified the Bank against any demands, claims, actions, losses, damages or costs relating to or in connection with the Service, whether directly or indirectly, unless such demands, claims, actions, losses, damages, or costs arose as a direct consequence of the gross negligence or willful misconduct of the Bank or any of its employees.

(b) The Customer shall indemnify and keep indemnified the Bank against the following:-

i. All demands, claims, actions, losses and damages of whatever nature which may be brought against the Bank or which it may suffer or incur arising from the Bank's reliance on any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Bank.

ii. Any loss or damage that may arise from the Customer's use, misuse, abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software packages or programs.

iii. Any unauthorized access to the Customer's accounts or any breach of security or any destruction or accessing of the Customer's data or any destruction or theft of or damage to any of the Customer's equipment.

iv. Any loss or damage occasioned by the failure by the Customer to adhere to any terms and conditions applicable to the Service and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction.

8.4 If for any reason other than a reason mentioned in subparagraph 8.1 the Service is interfered with or unavailable, the Bank's sole liability in respect thereof shall be to re-establish the Service as soon as reasonably practicable or, at the Bank's option, to provide to the Customer alternative banking facilities which need not be electronic facilities.

8.5 Save as provided in subparagraph 8.4, the Bank shall not be liable to the Customer for any interference with or unavailability of the Service, howsoever caused.

8.6 Under no circumstances shall the Bank be liable to the Customer for any loss of profit or anticipated savings or for any indirect or consequential loss of whatever kind, howsoever caused, arising out of or in connection with the Service.

8.7 Except in respect of death or personal injury caused by the negligence of the Bank, the Bank shall be under no liability for any claim whatsoever in respect of any terms or conditions contained herein or their performance thereof any transactions effected by the Bank in response to any Request unless the Bank has receive notice in writing of any such claim from the Customer:

a) In the case of any claim relating to a transaction, within thirty (30) days from the date of the alleged transaction on which such claim is based; and

b) In all other cases within ninety (90) days of the date of the alleged action or inaction by the Bank on which such claim is based.

8.8 To the extent permitted by law, the Bank:

a) Disclaims all warranties with respect to the System and Service either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a certain result.

b) Makes no warranty that the System is error free or that its use will be uninterrupted and the Customer acknowledges and agrees that the existence of such errors shall not constitute a breach of these Terms and Conditions.

9. Amendments

The Bank may amend or alter these Terms and Conditions from time to time and any such amendments and/or alterations, notice of which has been given to the Customer, shall be binding upon the Customer as fully as if the same were contained herein.

10. Termination

10.1 Notwithstanding anything contained in these Terms and Conditions, the Subscription may be terminated by any time by either party giving the other one calendar month's notice, PROVIDED that in the event of any change in any law or the application thereof, or any other event which, the Bank shall be entitled to terminate the Subscription at any time without notice to the Customer.

10.2 If the Customer terminates the Subscription, the Bank may continue to make electronic bill payments, transfer of funds and other transactions that the Customer would have previously authorized until such time as the Bank will have had a reasonable opportunity to act on the Customer's notice of termination.

10.3 The termination of this Subscription shall not, in itself, terminate or affect the relationship of Banker and Customer between the Bank and the Customer.

10.4 Paragraphs 8, 11.3, 11.6 and 12 shall survive termination of the Subscription.

11. General Provisions

11.1 The Customer shall not assign any benefit or any rights arising hereunder without the prior written consent on confirmation from the Bank.

11.2 No waiver by the Bank of any breach by the Customer of any of the terms and conditions hereof shall be effective unless it is an express waiver in writing of such breach. No waiver of any such breach shall waive any subsequent breach by the Customer.

11.3 The Customer acknowledges:

a) That it has not relied any representation, warranty, promises, statement or opinion or other inducement made or given by or on behalf of or purportedly by or on behalf of the Bank in deciding to; and that

b) No person has or has authority on behalf of the Bank whether before, on or after the subscription to make or give any such representation, warranty, promise, statement or opinion or other inducement to the Customer or to enter into any collateral or side agreement of any kind with the Customer in connection with the Service.

11.4 The terms and conditions hereof supersede all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. For the avoidance of doubt, nothing herein shall vary, discharge or in any other way affect or prejudice any security granted by the Customer or any third party in favour of the Bank in relation to any obligations of the Customer which may arise if any Request from the Customer hereunder is acted upon by the Bank.

11.5 If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or unforceability shall not affect the legality, validity or enforceability of the remaining provisions of these terms and conditions.

11.6 Any notice required to be given in writing under these terms and conditions shall be sufficiently served if sent by registered post, stamped and properly addressed;

a) To the Manager of the Branch or of the Bank at the address of the Branch or the Bank set out in Part II of the Schedule, if to be served on the Bank; or

b) To the Customer at the address given for the Customer Part I of the Schedule to this Agreement, if to be served on the Customer and shall be deemed to have been served five banking days after posting.

12. Confidentiality and Disclosure

12.1 The Customer undertake to maintain strict confidentiality of its ID and Password/PIN and any other information and materials of any nature supplied to it by the Bank in relation to the Service. The Customer agrees to notify its agents, employees and/or sub-contractors of the provisions of this paragraph and to impose this confidentiality requirement on its agents, employees and/or sub-contractors entering into separate agreements, if necessary. The Customer shall be fully liable to the Bank for any breach of the provisions of this paragraph by itself, its employees, agents and/or sub-contractors.

12.2 The Customer hereby agrees that, if necessary for the provision of the Service, the Bank may disclose information about the Customer to any member of the Bank Group or the Customer Group.

12.3 The Customer also hereby agrees that the Bank may disclose information about the Customer to third parties' in the following circumstances:-

a) Where such disclosure is necessary in order for the Bank to act on a Request.

b) In order to comply with any law regulation or court order. If the Bank has to obey an order for information from an authorized government body, the Bank shall, to the extent required by law, notify the Customer before giving out the information.

c) Disclosure to the Bank's agents, sub-contractors, auditors, attorneys and other professional service providers to the extent required in the normal course of their duties.

d) Disclosure to a licensed credit reference agency the services of whom the Bank may be subscribed to.

e) If it involves a claim by or against the Bank in respect of an item deposited or drawn against the Customer's account.

f) If the Customer authorizes the disclosure.

13. Intellectual Property Rights

13.1 The Customer acknowledges that the intellectual property rights in the System (and any amendments or enhancements thereto from time to time) and all associated documentation that the Bank provides to the Customer through the System or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sub-license the System and associated documentation without prior written consent of the Bank.

14. Governing Law

14.1 These Terms and conditions shall be governed by and shall be construed according to the Laws of Kenya.

14.2 The Bank and Customer hereby submit to the non-exclusive jurisdiction of the Courts of Kenya and the Bank shall be at liberty to enforce a judgment anywhere in any jurisdiction where the Customer carries on business or has any asset.

ACCEPTANCE

I/We have read and fully understood the Terms and Conditions set out above governing the use of electronic banking services offered by COMMERCIAL BANK OF AFRICA LIMITED and I/We hereby accept them and will abide by them.

THE SCHEDULE

In case of corporate entity, please affix the company seal

Part I **The Customer** (in case of limited companies, please execute accordingly to the memorandum and article of association)

Name	Signature	Date:

NB: The above should be authorised signatories as per account mandate

Part II **The Bank**

Address: _____

Title of contact: _____

The Bank Manager _____