

## CHOICE MOBILE BANKING

### Terms and Conditions

1. The use of Choice Mobile made available by Choice Microfinance Bank to its customers shall always be governed by the following terms and conditions.
2. You accept responsibility for making sure that you understand how to use the Choice Mobile service. We shall not be held liable by you for any losses caused by your failure to properly use the service.
3. We reserve the right to determine the services that will be offered on Choice Mobile and will from time to time determine or specify at our discretion the scope and features of the Choice Mobile and are entitled to modify, expand or reduce the same at any time without notice to you. By making an application to use Choice Mobile, you will be bound by any future modifications, expansions, enhancements, deletions or reductions made by us.
4. You can register only one mobile phone number for multiple accounts but cannot register multiple mobile numbers for one account number. You hereby confirm, declare and acknowledge that the phone number provided to us is owned by you or in your control and that any communication from and to the said phone is and shall be with the knowledge of and within your control. You shall in all circumstances accept full responsibility for any and all instructions sent to us from the phone number and you hereby authorize us to act on the instructions and process any and all transactions.
5. You agree and acknowledge that we shall in no way be held responsible or liable if you incur loss as a result of carrying out your instructions pursuant to your access of the Choice Mobile. The Choice Mobile may, without prior notice to you, be suspended or terminated by us for any reason whatsoever, including, without limitation, 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 Choice Mobile. We will not assume any liability or responsibility for any such suspension or termination.
6. The Choice Mobile may be terminated at any time by notice from you to us in the form of an application form. Any such termination shall be effective within (2) days of receipt of the termination notice by us. The Bank reserves the right to terminate the service at any time without notice to you.
7. You acknowledge that any information received by you under the Choice Mobile is for information only, and shall not be taken as conclusive evidence of the matter to which it relates. You understand that the date and time on the information advices is based on the date and time of Choice MFB's main computer.
8. You shall use only the mobile phone number that has been informed to us stated in the application form. You shall promptly notify us, by filing out a change request form, of any changes to information provided to us by you relating to or for the purposes of the Choice Mobile banking including the details of your designated mobile phone number

and the telecommunications company providing or servicing it. In addition, you shall promptly inform us of any loss or theft of your mobile phone in writing and by calling us on the telephone numbers provided from time to time. We shall not be liable for any loss or claim resulting from the relaying of any information to the designated mobile phone number prior to receipt of any notification of loss or theft. Following receipt of notification of loss or theft, the bank shall within two working days from the date of receipt of notification deactivate the subscription until further instructions are received from you.

9. You shall be solely responsible for all the transactions and consequences arising out of the messages emanating from the registered mobile phone instrument. We will not assume any responsibility or liability for unauthorized messages sent by any other person without authority.
10. We shall not assume any liability or responsibility for any failure or delay in transmitting information to you or any error in such information, unless this results from negligence or willful default on our part. In particular, we shall not assume any liability or responsibility for the consequences arising from any cause beyond our control including, without limitation, failure of your telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation, force majeure event such as sabotage, fire, floods, explosion, acts of God, civil commotion, strikes, act of government, computer hacking, unauthorized access to computer data, computer crashes etc.
11. We shall not be liable under any circumstances for any damages whatsoever whether such damage results from interruption of business or loss of any character or nature whatsoever and whether sustained by you or by any other person. We make no representations or give no warranty with respect to the quality of the service provided by any mobile service provider.
12. We will provide you with an initial default PIN at the time of availing of service. You will be required to change the PIN to your preferred PIN. You must keep your Personal Identification Number confidential never under any circumstances disclose it to any one and take all reasonable care to prevent its unauthorized and fraudulent use. You acknowledge that the PIN selected acts as your authorized signature. The PIN authorizes and validates directions given by you. If you give your PIN to anyone or fail to safeguard its secrecy, you do so at your own risk and we shall not be liable for any loss arising from a shared PIN.
13. You must tell the bank immediately of any unauthorized access to the Choice Mobile or any unauthorized transactions or any instructions which you know of or suspect.
14. In consideration of us agreeing to provide the Choice Mobile service to you, you hereby irrevocably agree and undertake to indemnify and keep us indemnified at all times hereafter and hold us harmless against all actions, claims, demands, liabilities, losses, damages, legal fees, costs, and expenses of whatever nature that may result or which we may sustain, suffer or incur as a result of our agreeing to provide the Choice Mobile banking services to you. You further agree and confirm that this indemnity

shall remain valid and subsisting and binding upon you notwithstanding withdrawal, either partially or in totality, of the Choice Mobile service.

15. We shall not be liable for any losses or damage caused
  - a. by the disclosure of confidential information;
  - b. by the disclosure of information to the designated mobile phone where such designated mobile phone is in another person's possession with your consent; or
  - c. to your data, designated mobile phone, communications equipment or other equipment, in each case caused by your use of the Choice Mobile unless such loss or damage is directly and solely caused by our willful default or negligence.
16. We reserve the right and you hereby authorize us to send you customized messages over your mobile phone for marketing or regarding the provision of other services or products or for any other purpose we deem fit unless specifically instructed otherwise by you in writing.
17. You understand and confirm that we may, at our sole discretion, record any and all information or instructions relayed from your phone to us and to you from us and collect and store the same along with all information in such form and manner as it deems necessary and appropriate. Subject to the limitations allowed by law, the information may be relied upon by us or any person who may reasonably require the same and or produced in any proceedings or otherwise.
18. Any notice from us to you may be in such manner and by such means of communication as we shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display, electronic communication such as email or via the Choice Mobile. Any notice from you to us shall be in writing at the following address unless otherwise indicated in these Terms & Conditions: Choice Microfinance Bank, P. O. Box 1 8263, Nairobi Kenya.
19. We reserve the right at all times to vary or amend the foregoing Terms & Conditions or to introduce new Terms & Conditions. Any such variations or amendments shall become effective and binding on you upon notification by us to you. If you are unwilling to accept such variations or amendments you may terminate the Choice Mobile service by providing written notice thereof.
20. \*221# operator charges may apply for Safaricom Limited Company.
21. These Terms & Conditions shall be governed by and construed in accordance with the Laws of the Republic of Kenya and shall form part of and be read together with any other documents and information provided in relation to your account with the bank.
22. By registering for Choice Mobile, you agree to have understood, accept and abide by all the Terms & Conditions governing the Choice Mobile including any subsequent variations or amendments agree to information sharing as regulated within the banking industry from time to time.