



MOBILE BANKING TERMS AND CONDITIONS

Introduction

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

Definitions

"Account" refers to any account at the bank which has been registered for use on the mobile banking service.

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

"Customer/ Client" shall mean the natural person or legal entity authorized and or registered to have access or to acquirer services from the Bank.

"Bank or DBK" shall mean Development Bank of Kenya Limited or any successors or assigns.

"Mobile Phone Number" shall mean the number specified and provided by the client on the registration form, email, through customer care or through any other means to the Bank for an authorized user for purposes of accessing the service.

"Service" shall mean the mobile banking services provided to the Client through the mobile phone number, providing information relating to account/s, transaction details and such other information or services that may be offered by DBK to a Client through a mobile phone from time to time.

"PIN" means the secret four (4) digit code known only to the Customer or Nominated User to be used by the Customer to access one or more of the Electronic Banking Services, particularly the Mobile Banking Services, and through which the Bank is able to authenticate / verify the identity of a customer when the Customer is accessing an Electronic Banking Service.

"Tariff" means the Bank's schedule of costs and charges payable by the Customer to the Bank, as published from time to time, for the provision of the Bank's products and services including but not limited to costs and charges levied by the Bank for an Electronic Banking Service

Terms & Conditions

1. The Customer shall apply to the Bank for Mobile Banking Services (and/or for any changes to the options available under the Service) by application through forms as prescribed by the Bank from time to time for the use of the service 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 the service provided by the Bank.
2. The service will only be provided through the mobile service provider(s) which, the bank at its sole discretion may determine from time to time.
3. The Bank will from time to time determine or specify at its discretion the scope and features of the Mobile Banking Service and are entitled to modify, expand or reduce the same at any time upon notice to the customer.
4. Customer's application for the Mobile Banking Service shall be accepted only after authentication of the customer through any mode of verification as may be stipulated by the Bank from time to time as may be decided at the discretion of the Bank.
5. It is the customer's sole responsibility to familiarize his/herself with the operating procedure for the service as will be provided by the bank upon registration to the service. The bank will not be liable for any losses incurred as a result of the customers errors either of commission and/or omission.
6. The customer agrees and undertakes to be bound by and to comply with all of the procedures as may be issued by the bank from time to time. The bank shall not be bound by or obliged to take any action on any instructions which do not properly comply with the procedures and the bank may reject such non-compliant instructions.
7. Customer, by making a request for transaction from his mobile phone in the format prescribed by the Bank, irrevocably and unconditionally authorises the Bank to access all its accounts linked to mobile banking service 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.
8. The Bank shall endeavour to carry out the instructions promptly, however any delays in carrying out the instructions due to any reasons whatsoever including but not limited to failure of operational system, failure at mobile operator end or due to any requirement of law shall be communicated immediately to the customer.
9. The Mobile Banking Services may, without prior notice be terminated, be suspended or terminated by the bank for a reason beyond the Bank's control, including and without limitation to, 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 SMS banking. The Bank will not assume any liability or responsibility for any such suspension or termination.
10. Notwithstanding anything contained in this Agreement, the same may be terminated at any time by either party giving the other one calendar month's prior notice, PROVIDED that in the event of any change in any law or the application thereof, or any other event which, in the judgment of the Bank, would have the effect of prejudicing the Bank should it continue with the rendering of the Electronic Banking Services to the Customer, the Bank shall be entitled to terminate this Agreement at any time without prior notice to the Customer. If the Customer terminates this Agreement for provision of the Electronic Banking Services, the Bank will immediately effect the termination and send a notification to the Customer. The termination of this Agreement shall not, in itself, terminate or affect the relationship of Banker and Customer between the Bank and the Customer.
11. Customer can also request for termination of the Mobile Banking Service by visiting the branch and submit the request in the form prescribed by the Bank for this purpose. Customer can also send an SMS in the format prescribed for this purpose.
12. Customer should know that request for transactions, once made through 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 their mobile.
13. 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.
14. 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 endeavour 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.

15. The customer is solely responsible for protecting his PIN and mobile phone. DBK shall not be liable for unauthorised use of PIN or mobile phone of the customer. All requests emanating out of customer's mobile with correct 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.
16. It shall be the Bank's endeavour 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.
17. The Customer shall maintain the confidentiality of the PIN, Log-in Information and any other information and materials of any nature supplied to the Customer by the Bank in relation to the Service. The Customer shall be fully liable to indemnify the Bank for any Loss incurred as a result of breach of the provisions of this paragraph.
18. The Customer hereby authorises the Bank to collect, retain and use personal information about the Customer for certain purposes as detailed in the Bank's data protection and privacy policies or as may from time to time be required by law.
19. The Customer authorises the Bank to disclose any information (including any personal data) regarding the Customer and the status of the Customer's accounts (including deposit accounts) with the Bank obtained under this Agreement to: any office/branch/division of the Bank; any Third Party Provider, service provider or professional adviser who provides administrative, telecommunications, computer, payment, collections, security, clearing, credit reference or checking, or other services or facilities to the bank in connection with the operation of the Bank's business; any person to whom the Bank is required to make disclosure to under the requirements of any law, regulation or practice; any financial institution with which the Customer proposes to have any dealings, and to use such information in connection with the administration and operation of the Services.
20. The customer shall promptly notify the bank of any changes to information provided to the bank related to or for the purposes of the Mobile Banking Service 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 shall promptly inform the bank of any loss or theft of their Mobile phone. The bank shall not be liable for any loss or claim resulting from the relaying of any information pursuant to the Mobile Banking Products to the designated mobile phone number prior to receipt of any notification of loss or theft.
21. The customer irrevocably and unconditionally authorizes the Bank to access the Accounts and the Personal Information for effecting the instructions and providing the Service to the customer, as well as for analysis, credit scoring and marketing. The Authorized User agrees that the Bank may disclose to other institutions such information in relation to the customer as may be necessary for any reason inclusive but not limited to the participation in any telecommunication or electronic clearing network, in compliance with legal directive, for credit rating by recognized credit scoring agencies, and for fraud prevention.
22. The Customer shall pay or procure the payment of the Bank's tariffs, fees and charges (including any cancellation fees or termination charges) for providing the Electronic Banking Services and any software and materials specially provided or licensed by the Bank to the Customer at its request in addition to the normal transaction service charges applicable to various transaction types as advised by the Bank from time to time and the Customer hereby agrees and authorises the Bank (i) to debit the Customer's account with the amounts of the transactions effected via any of the Electronic Banking Services; and (ii) debit the Customer's account with the amount of any fees applicable to the effected Electronic Banking Service from time to time.
23. The Customer, whenever applicable, shall pay any tax chargeable upon any 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 Electronic Banking Service and authorises the Bank to debit the Customer's account with the amounts thereof.
24. The Bank is hereby irrevocably authorised from time to time to debit any amounts payable by the Customer under the provisions of clauses 21 and/or 22 against 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 Accounts shall apply
25. The provision of the service is subject to the availability of the mobile telephone connectivity. The bank will not be held liable for non-delivery or delay in delivery or wrongful delivery of the service, as a result of the failure of the mobile telephone connectivity. The bank shall not be held liable for any disputes that may arise between the customer and a mobile service provider in the use of this service.
26. The Customer acknowledges that the intellectual property rights in the Electronic Channels and all associated

information and/or documentation (including any amendments or enhancements thereto from time to time) that the Bank provides to the Customer through the Electronic Channels 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 Electronic Channels and/or the said information and/or documentation. The Customer shall not infringe any such intellectual property rights. The Customer and/or Nominated User shall not duplicate, reproduce or in any way tamper with the Bank's Electronic Channels and associated information or documentation without the prior written consent of the Bank.

27. In respect of third-party software used by the Customer and not otherwise supplied by the Bank, the Bank is not a party to any licence agreement entered into by the Customer and the licensor and thus makes no warranties or representations relating to such software, including, without limitation, warranties or representations relating to its suitability for a particular purpose, security features or performance. The Customer acknowledges that the use of such software shall be at the Customer's own risk.
28. The Customer acknowledges and understands that the utilisation of such third-party software may be illegal and/or may infringe upon certain third-party intellectual property rights. The Customer understands that, in the use of any third-party software not expressly supplied by the Bank, it shall at all times be incumbent upon the Customer to ascertain the legality of such use and to obtain all necessary licences and permissions from the relevant parties
29. The Mobile Banking Service 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 service.
30. The Bank may change the terms and conditions after providing the customer with a 30-day notice. The amended terms will be subject to CBK approval.
31. Any dispute or difference arising out of or in connection with the Mobile Banking Service shall be subject to exclusive jurisdiction of the in Kenya.
32. Any notice from the bank to the customer may be 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 e-mail or via the e-Banking Products.
33. The Customer shall bear all risk and consequences of the inability to send or comply with any instruction sent using the service due to errors in transmission of his/her instructions.

Any notice from the Customer to the Bank shall be in writing at the following email: dbk@devbank.com or physical address Development Bank of Kenya Limited, P.O Box 30483-00100 Nairobi Kenya.

This Agreement shall be governed by and shall be construed according to the Laws of the Republic of Kenya. The parties hereby irrevocably submit to the jurisdiction of the Courts of Kenya, but the Bank shall be at liberty to enforce anywhere a Judgment in any jurisdiction where the Customer carries on business or has any asset.

The Customer hereby agrees and confirms that they have read and understood these Terms and Conditions and have sought and obtained independent legal and financial advice regarding the legal, tax, financial or other implication arising under these Terms and Conditions.

Name	Signature	Date
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