



Stanbic Bank

Your handy guide to
Stanbic Bank Kenya

TERMS AND CONDITIONS



E Banking Agreement

1. Agreement and Acceptance

This agreement becomes effective between you and Stanbic Bank Kenya Limited (“the Bank”, “we” or “us”) at the time of registering for Electronic Banking or at the time you access Electronic Banking, whichever occurs first. For purposes of this agreement “Electronic Banking” includes Internet Banking, and prepaid products through internet. A registered user can undertake any of the following instructions:

- i) Change any access codes
- ii) Download a statement of the account
- iii) View the balance of the account
- iv) Display account information
- v) Display loan and deposit details
- vi) Search internet transactions
- vii) Transfer funds from accounts held by the
Account Holder
- viii) Request for standing orders
- ix) Review the status of a cheque
- x) View pending payments
- xi) View direct debits
- xii) View future dated payments

2. Incorporated Terms

In addition to this agreement, the Terms and Conditions of your Debit card (Bank card terms) and account or facility Terms and Conditions (other terms) shall apply to all transactions you carry out or instruct us to carry out through Bank accounts linked to the card or account number you select when using Electronic Banking. In the event of conflict between the provisions of this agreement and the Bank card terms or any other term, the provisions of this agreement prevail. Where the Bank card terms or other terms require amendments or additions thereto to be reduced to writing and/or signed, your acceptance of this agreement shall be deemed to satisfy such requirements.

3. Defining the Device and Medium

The device which you select to access Electronic Banking may include a computer, cellphone, telephone, television or similar technologies (the device) and the medium through which you access Electronic Banking may include the internet, Wireless Application Protocol (WAP), Wireless Internet Gateway (WIG), Short Messaging System (SMS), voice over an automated voice recognition system or similar

technologies (the medium). The Bank will refer to the device and the medium collectively as “the communication system”. Where a particular communication system requires contractual provisions different from other communication systems, this will be clearly stated in this agreement.

4. Linked Text

For ease of use, we have included automated links (hyperlinks) which can be accessed through your communication system. These links are indicated by blue underlined text and your mouse’s cursor should change into a hand or other pointer when held over this text. You are obliged to view the relevant parts of the hyperlinked information, which information will be regarded as forming part of this agreement. If your communication system cannot access the hyperlinks, you must visit our website at www.stanbicbank.co.ke to access the linked information or contact our Customer Contact Centre.

5. Amendments

The Bank may amend this agreement from time to time and you are bound by the version of this agreement that exists at the time you access Electronic Banking.

6. Requirements and Registration

Before you can use Electronic Banking you must follow certain steps.

6.1 Internet Banking

You must first register at your nearest branch by filling in a registration form. You will be issued with a password that you have to change once you have logged on to the Internet site for the first time. You must then create your own password. For more information on how to do this you can visit a branch or call our Customer Contact Centre. Terms and Conditions for Internet Banking are available at www.stanbicbank.co.ke. Kindly review these when you log-in for the first time.

6.2 Verification

You may not create a password using somebody else’s Bank details. Before the Bank allows you access to Electronic Banking we may require information from you so that we can verify that you are who you say you are. The Bank will require your prior consent (express or implied), to perform credit or other checks on you before we process an instruction.

7. Fees

For the use of Electronic Banking you will be charged the following fees:

- a) For Internet Banking we will charge you a monthly subscription fee.



- b) The Bank will charge a transaction fee based on the type of transactions you perform. Details of our standard subscription and transaction fees are available on our website and branches.

8. We Will Act on Instructions that Appear to Have Been Sent by you

Use of a communication system means we do not interact face-to-face. Unless you notify us before we give effect to an instruction, you authorise us to rely on and perform all instructions that appear to originate from you (even if someone else is impersonating you).

9. Sending and Processing Instructions

9.1 Your instructions to us will be done within the time and processes that apply to your customer profile, the type of account you have and type of transaction involved. More information on the time taken for processing of instructions is available on our website.

9.2 An instruction, including purchases of prepaid products, cannot be terminated or revoked once sent to us.

9.3 You will not hold us liable if you execute the same instruction more than once and neither instruction will be reversible.

10 Where you are not sure that your instruction has been carried out, please contact our Customer Contact Center before repeating it. This is because the initial instruction may still be processed and repeating the instruction may lead to a double transaction for which we will not be held liable.

11. Access Code Protection and Irregularities

An “access code” refers to your password and user name. You must protect and keep your access codes confidential at all times. It is not safe to store it on your computer or on a network. We rely on you to report any compromise of your access codes to us without delay. You may do this by contacting our Customer Contact Centre or your branch and we may ask you to verify your identity to prevent someone else from impersonating you. Once you notify us to disable an access code we are entitled to:

- a) Reject all instructions received after such notification
- b) Suspend the processing of all instructions not yet executed
- c) Deactivate the access code without further notice.
- d) There will never be a reason for any person including a member of our staff or Customer Contact Centre to know or ask for your access code. Do not disclose it to any person. You must immediately notify us if you discover an error or irregularity. You can report any errors to our Customer Contact Centre or at any branch.

12. One Time Password

A unique and time-sensitive password is used as added security on Internet Banking. The password does not replace the password you use to log on to Internet Banking but provides a second layer of security. The password will be sent to you by SMS and is valid for one Internet Banking session only. The one time password (OTP) is used for the following:

- Adding beneficiaries
- Amending beneficiaries
- Changing your password
- Changing your cell phone number

13. Ending Session

i) For the purposes of determining whether or not an Internet Banking Transaction has successfully taken place, the Bank shall provide before the Registered User logs off, an electronic confirmation of the instruction(s) that have been undertaken during the duration of use of the Internet Banking service.

ii) You must ensure that you log-off from the Internet Banking service.

14. Your Authority

You permit us to regard all activities you conduct or instructions sent after you enter your access code as being authorised by you and intended to have legal force and effect.

15. Sufficient Notice

You permit us to issue notices required in terms of this agreement, legislation or regulation by making such notification available via our communication systems or sending such notification by email, SMS or similar future technologies. Such notice issued by us, will, if they contain contractual terms relating to Electronic Banking, also form part of this agreement.

16. No Offer, Recommendation or Solicitation

Unless clearly stated, all material on the communication system merely constitutes an invitation to do business with us. It does not constitute an offer or solicitation to buy or sell, or dispose in any way, of any investment, or to enter into any transaction.

17. Nature of Information on the Communication System

Information on the communication system is intended to provide you with only general information about the Bank, its products, services and objectives. From time to time we may provide information on:

- a) projected revenues, income, earnings per share, capital expenditures, dividends, capital structure or other financial items



- b) our plans, objectives and projections for future operations and services
- c) future economic performance.

These will be estimates so actual events or results may differ. All information is provided “as is” and should not be treated as professional or investment advice of any kind. You should consult your own professional advisers before relying on any information on the communication system.

18. Information Feeds

We may use the services of other organisations to provide information on the communication system. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided “as is” and we will not be directly or indirectly liable for any damages that may arise from you relying on it. All quotes, news, market information such as share prices or data shown on the communication system by way of live information feeds shall be updated daily unless otherwise stated. You should always select the “refresh” or similar page or screen update function on your internet browser or handset to ensure that the information you are viewing is current.

19. Links to Third Parties Communication Systems

The communication system may contain links to other communication systems that carry information and material produced by other parties. While we try to provide links only to reputable communication systems, we cannot accept responsibility or liability for the information provided on other communication systems. A link from our communication system to any other communication system does not mean that we have scrutinised or endorsed the owners or administrators of such communication systems or their business or security practices and operations.

20. Our Intellectual Property

The Bank retains all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the communication system. You are authorised to view and download one copy to a local hard drive or disk, print and make copies of such printouts provided that:

- a) the material is used for considering or using Electronic Banking and for no other commercial purposes; and
- b) any reproduction of any portion of our proprietary material must include our entire Terms and Conditions for Internet Banking. They are available at www.stanbicbank.co.ke. Your agreement with us is contained in these general terms and conditions, in the terms and conditions of your savings and/or current account and in the application form signed by you.

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Mobile Banking Agreement

Definition

In these Terms and Conditions, the following terms shall have the following meanings

- 1.1 In this agreement “you” and “your” refer to any customer operating an account and includes (where appropriate) any person that you have authorized to give instructions on your account. “We” “your” “the Bank” and “our” refer to Stanbic Bank.
 - 1.2 “**Bank**” means any branch in Kenya of Stanbic Bank Kenya Limited, which the Customer’s Account is maintained.
 - 1.3 “**Customer**” means the person who holds an Account with the Bank.
 - 1.4 “**Facility**” means the SMS banking services granted by the Bank to the holder(s) of Stanbic Bank VISA MasterCard and of any account and/or joint account and/or any other accounts or services as determined by the Bank from time to time for access to information on Accounts as may be prescribed by the Bank from time to time and usage of products and/or services as may be available and included on mobile phone by the Bank from time to time.
 - 1.5 Facility “**Alerts**” means the customized messages sent either by short messaging service text (“SMS” over the Customer’s mobile phone, email, fax or any other modes of communication).
 - 1.6 “**MSP**” means any mobile service provider through whom the Customer or the Bank receives the mobile services as notified by the Bank.
 - 1.7 “**PIN**” means the 6 digit PIN as provided to the Customer by the Bank for authentication/verification by bank of his/ her identity. The Customer will be able to obtain a range of financial information as determined by the Bank related to his/ her relevant Account(s) through the use of PIN and such other means of identification assigned to the Customer in connection with the Account(s).
 - 1.8 “**Service Provider (s)**” definition includes but is nominated to MSPs organizations or individuals whose services the bank uses in relation to SMS Banking Service in any capacity.
2. **The Service**
 - 2.1 We will provide the mobile banking service (“the Service”) to you through your mobile phone. You must be a subscriber of a mobile service provider with which the Bank has an agreement with for the provision of this service for you to access the Service.
 - 2.2 The Service is only available to Stanbic Bank account holders. The Bank can accept or decline any application for the Service at its sole discretion.
 - 2.3 The Service will only be provided through the mobile service provider(s) which, the Bank on its sole discretion may determine from time to time. The processing of your application and the subsequent registration for the Service will be done within five (5) working days of submitting your application.
 - 2.4 It is your responsibility to familiarize yourself with the operating procedures of the Service as will be provided by the Bank when you register for the Service. The Bank will not be liable for any losses incurred as a result of your errors either of commission and/or omission.
 - 2.5 You agree and undertake 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 or refuse to act on such non-compliant instructions.
 - 2.6 The Bank will provide you with a Personal Identification Number (PIN) for use with this Service. You must keep this PIN secret and not disclose it. You must take all reasonable steps to prevent unauthorized or fraudulent use of the Service. The Bank will not be held liable for any losses arising from the unauthorized use of your PIN.
 - 2.7 The provision of the Service is subject to the availability of the mobile telephony connectivity. The Bank will not be held liable for non-delivery or delay in delivery or wrongful delivery of the Service a resulting from the failure of the mobile telephony connectivity.
 - 2.8 You agree that the Bank shall not be held liable for any disputes that may arise between you and your mobile service provider.
 - 2.9 This service will be provided to you as long as you are the sole account holder of your account(s) or have the mandate to operate the specified accounts alone. Should you change the mandates to any of the accounts you have under this service, it is your responsibility to notify us of the change(s). Such changes will be made within seven (7) working days. The Bank will not be held liable for any loss incurred by you as a result of you failing to notify us of such changes.
 - 2.10 The Bank will ensure as far as possible that any information supplied to you through the Service is accurate. We shall not be liable for any error which results in the provision of inaccurate information.



- 2.11 The Service will only be available in geographical regions where the chosen mobile service provider(s) provide(s) mobile telephony connectivity.
- 2.12 You must not leave your mobile phone unattended or permit any person access to your Mobile Phone in such a manner that he may use it and/ or the Mobile Banking Service, whether with or without your consent.
- 2.13 You must notify the bank immediately of theft or loss of your mobile phone/SIM Card, any unauthorized access to the Service or upon your discontinuation of the telephony service with your mobile service provider, through our Customer Care Center email at customercare@stanbic.com or Telephone 3268888. The Bank shall not be held liable for any losses resulting from the loss of the SIM card and/or cell phone.
- 2.14 The Bank has the right to enhance the Services at anytime without notice to you. It is your responsibility to keep updated with these enhancements. The Bank will make all reasonable efforts to notify you of any changes or updates.
- 2.15 The Bank has the right to charge a fee for the provision of the Service and for the use of all or part of the Service. You will be notified of these fees from time to time. You will be liable to pay the Bank for any fees levied for the use of the service, unless the Bank in its sole discretion has waived such fees. By accepting these Terms and Conditions, you provide the Bank with the authority to debit these fees from your account immediately the transaction is completed. These charges will be reflected in your normal bank statement. The Bank has the right to revise the fees chargeable for this Service from time to time. The Bank has the right to terminate this Agreement if you fail to pay any fees levied for the provision of the Service.
- 2.16 The Bank shall not be held liable for the quality of service of the mobile service provider and gives no warranty with respect to the quality of service by the mobile service provider.
- 2.17 You must notify the Bank of any changes in your account number, mobile telephone number, address and any other information that may affect your ability to access the Service. The Bank will not be held liable for sending information to the mobile telephone number contained in our records at any given time if it happens that you had changed it and did not inform the Bank.
- 2.18 You agree to bear all risks and consequences of the inability to comply with any instruction sent using the Service due to errors in transmission of your instructions.

3. Non-repudiation

Until and unless you notify the Bank otherwise, all instructions received by the Bank which are associated with your mobile phone

details shall be deemed to have come from you, and the Bank shall be entitled to rely on such Instructions, whether they actually originated from you or not. You acknowledge that the Bank may not be able to reverse or cancel any transaction concluded based on instructions received prior to your notice to the Bank that it did not originate from you.

4. You hereby indemnify and hold indemnified the Bank against any loss, claim and/or damage that may arise due to negligence, fraud collusion or violation of these Terms on your and/or a third party's part.

5. Addition and Withdrawal or Termination of Facility

- 5.1 The Bank reserves the right to introduce additional services with or without giving any notice to the customer. The Bank reserves the right to send messages to the registered mobile phones regarding its products, services or any related manner, without the express consent of the customer.
- 5.2 You may terminate the use of this Service through an application form available at our branches. Such requests will be effected within five (5) working days of us receiving the termination notice. Any fees that may be outstanding at the time of such termination will remain payable and the Bank reserves the right to debit such fees from your account.
- 5.3 You will remain liable for any mobile service provider charges that may arise from the use of this service, as per the mobile service provider's terms and conditions.

6. Discontinuation of the Service

The Service may be discontinued by us at our sole discretion and at any time without prior notice to you. The Bank may suspend the service temporarily for upgrade, expansion, maintenance and repair activities, or for any emergency reason as deemed necessary. Where possible reasonable notice will be provided prior to the suspension.

7. Force Majeure

Notwithstanding any provision contained in this Agreement, We shall not be liable to you to the extent fulfillment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources

from persons other than Us; labour disputes; electrical equipment or mobile network failure; fires; floods; acts of God; government or regulator action; or, without limiting the foregoing, any other causes not within our control, and which by the exercise of reasonable diligence We are unable to prevent, whether of the class of causes hereinbefore mentioned or not. If any force majeure event occurs, we



will give prompt written notice to you and will use commercially reasonable efforts to minimize the impact of such event.

8. The Bank has the right to amend these Terms from time to time. Reasonable notice shall be provided before such changes are effected.
9. The Terms shall be governed by the Laws of Kenya.

SMS Alerts Agreement

1. Introduction

- 1.1 These Terms become effective when you subscribe for MyUpdates and apply to any MyUpdates Service Options.
- 1.2 You must know, understand and comply with these Terms, as they form a binding agreement between you and us.

- 1.3 Important clauses, which may limit our responsibility or involve some risk for you will be in bold and italics or highlighted.

2. Definitions

We have defined some words for consistency. These words will begin with a capital letter, where indicated. Singular words include the

Words	Meaning
Account	Any account opened by us in your name at your request on which you subscribe for MyUpdates.
MyUpdates	A service whereby we update you about activity on your Account. The updates are additional to any statement you may receive on your Account.
MyUpdates Notifications	The notification we send to you or a Recipients Preferred Communication Method.
Preferred Communication	The communication method by means of which you have chosen to receive MyUpdates.
Method	Notifications, being e-mail or SMS.
Recipient	You or someone you nominate to receive a MyUpdate Notification
Service Option	Your choice of the MyUpdates package options available from time to time, which you select. A short message service.
SMS	A short message service
We, us, our	The Stanbic Bank Limited (Registration Number 1962/000738/06) and its successors or assigns.
You or your	The person who subscribes for MyUpdates for their Accounts.

plural and the other way round. You must pay special attention to these clauses.

3. Using MyUpdates

- 3.1 Your MyUpdates Notification will be sent to the Recipient by means of your Preferred Communication Method.
- 3.2 You must ensure that your MyUpdates contact details are correct at all times.

- 3.3 You will only receive the MyUpdates Notifications that apply to your Service Option.

- 3.4 You must alert us immediately of suspicious or unauthorized transactions on your Account. Failure to alert us will exonerate (relieve or clear) the Bank from all liability.

- 3.5 Any balance sent to you on MyUpdates will be the balance on your Account at the time:

- a transaction is processed if it is a transaction alert or



- the MyUpdates Notification was sent if it is a scheduled balance alert.

3.6 You must immediately inform us if a Recipient should no longer receive the MyUpdates Notification for any reason.

3.7 The Customer accepts that each Alert may contain certain Account(s) information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.

4. Disclaimers

- 4.1 Your receipt of the MyUpdates Notification is dependent on factors beyond our control, such as your network's coverage or availability, your Internet Service Provider's availability or your e-mail or sms inbox's capacity. We are not liable for any loss or damages you may suffer if a factor beyond our control arises, and you do not receive your MyUpdates Notification.
- 4.2 You are responsible for ensuring that no unauthorised persons gain access to your MyUpdates Notification once you have received it.
- 4.3 We are not responsible if your MyUpdates Notification is sent to an incorrect cell phone number or e-mail address where you have given us the incorrect details.
- 4.4 While we will endeavour to ensure the integrity and content of any MyUpdates Notification sent to you, your statement will remain the record of your Account's transactions.

5. Fees

- 5.1 We may charge you a monthly service fee at the end of each month that you use MyUpdates, based on your Account type and Service Option.
- 5.2 We may either suspend or deregister you from MyUpdates if you do not pay the monthly service fee.
- 5.3 If you do not pay the monthly service fee, we may set off any credit balances you hold in any other account you hold with us to settle any unpaid service fees you owe us.

6. General

- 6.1 We may change these Terms by notice to you in writing.
- 6.2 The invalidity, illegality or unenforceability of any of the clauses of these Terms will not affect the validity, legality or enforceability of the remaining clauses of these Terms.
- 6.3 We may send you any notice about MyUpdates by means of your Preferred Communication Method and we may regard the notice as having been received one day after it was sent.
- 6.4 We may terminate MyUpdates at any time. We shall provide sufficient notice before doing so.