



Your handy guide to
Stanbic Bank Kenya Limited
TERMS AND CONDITIONS



CHAMA APP TERMS AND CONDITIONS

1. Terms and Conditions of the Chama App

- 1.1. This agreement sets out the Terms and Conditions (hereinafter called “these Terms and Conditions”) which shall be applicable to the Chama App.
- 1.2. Any amendments or variations made to these Terms and Conditions shall be published on the Website and shall take effect on the date of their publication or as otherwise provided in such amendment or variation.
- 1.3. These Terms and Conditions and any amendments or variations thereto shall remain in full force and effect and apply to the Chama App until such time as these Terms and Conditions may be terminated in accordance with clause 8.

2. Definitions

- 2.1 Where these Terms and Conditions refers to **We, Us and Our**, it means the Bank, and its successors or assigns.
- 2.2 Where these Terms and Conditions refers to **You, Your and the User** it means the Authorised Person and its successors or assigns.
- 2.3 In these Terms and Conditions, the following terms and expressions shall have the following meaning:
 - 2.3.1 **“Access codes”** means any type of unique identifier used to enable a person to identify themselves and gain authorised access to the Chama App, including any Passwords, Usernames, One Time Password (OTP) authentication code or device, and alternative security authentication methods or any of the secret characters (letters, numbers and special characters) used for access;
 - 2.3.2 **“Applicable Law”** means all laws, regulations, statutes, by-laws, consents and/or other laws of any relevant government authority and any other instrument having the force of law relating to the activities described under these Terms;
 - 2.3.3 **“App Store”** means application store you use to download the App, which is run by the manufacturer of the Device you use, for example Apple or Google Play (Android);
 - 2.3.4 **“Authorised Person”** means an individual appointed by the Chama Organisation (in a manner acceptable to the Bank) to act as an authorised signatory on the User Profile and who is authorised to perform various functions as more fully set out in these Terms and Conditions, including without limitation, the appointment and removal of Authorised Persons in respect of each User Profile; and bind You to any further product specific terms and conditions relating to any of the Chama App and connected services.
 - 2.3.5 **“Bank”** means Stanbic Bank Kenya Limited, registration number C. 9520;
 - 2.3.6 **“Business day”** means any day on which business is usually conducted in the Republic of Kenya, excluding Saturdays, Sundays and Public Holidays.
 - 2.3.7 **“Chama App”** means mobile platform powered by the Bank for receipt of funds from the Chama Organisation, record keeping and report generation for the User and/or Authorised Person;
 - 2.3.8 **“Chama Organisation”** means an entity that subscribes and registers for the Chama App Services;
 - 2.3.9 **“Chama App Services”** means services availed to the User which shall enable the User through the use of Equipment to perform such transactions on the Chama App including but not limited to receipt and withdrawal of deposits, generation of statements and reports and any other services as the Bank shall from time to time allow;
 - 2.3.10 **“Equipment”** means you use to access the App, for example a smartphone, a tablet or any other similar technology;
 - 2.3.11 **“Event of Force Majeure”** means an event beyond the Bank’s control including but not limited to act of God, acts of war, acts of terrorism, civil war, riot, strikes or disorder, pandemics, epidemics;
 - 2.3.12 **“Intellectual”** means all rights in and to Intellectual Property.
 - 2.3.13 **“Intellectual Property”** means all; inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with these; copyright, including copyright in logos, devices, designs, multimedia works and computer software programs (in source and object code form), as well as programmers’ or developers’ notes, flow charts and design documents; rights protecting goodwill and reputation; proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; schematics; marketing; sales and user data; domain names and URLs; databases and rights in databases confidential information; other intellectual property rights and similar kinds of protection that are registered or can be registered anywhere in the world; and applications for, and rights to apply for, the protection of any of the items on this list.
 - 2.3.14 **“Network”** means the mobile cellular network operated by a registered mobile and internet service provider;
 - 2.3.15 **“Parties”** means collectively the Authorised Person and the Bank, and individually each may be referred to as a “Party”;
 - 2.3.16 **“Password”** means the Chama App selected password chosen by You for accessing the Service and for authentication by the Bank of Your identity;
 - 2.3.17 **“Personal Data”** means any information relating to an identified or identifiable natural or juristic person as stipulated by Applicable law;
 - 2.3.18 **“Process”** means any operation or activity, automated or not, concerning Personal Data, including: collection, recording, organisation, structuring; storage, adaptation or alteration; retrieval, consultation or use; disclosure by transmission, dissemination, or otherwise making available; or alignment or combination, restriction, erasure or destruction of information. “Processing” and “Processed” will have a similar meaning;



- 2.3.19 **Sanctioning Body** means any one or a combination of the Office of Foreign Assets Control of the Department of Treasury of the United States of America, the United Nations Security Council, the European Union, Her Majesty's Treasury, The French Ministry of Economy, Finance and Industry, the Kenya Financial Intelligence Unit and any other sanctioning body recognised by Us from time to time;
- 2.3.20 **"Standard Bank Group"** means Standard Bank Group, the holding company and any subsidiary of the holding company and all its subsidiaries
- 2.3.21 **"Username"** means the Chama App selected name used for Chama App access;
- 2.3.22 **"User Profile"** means the digital identity created as the Chama App's profile upon acceptance of these Terms and Conditions and registration onto the Chama App;
- 2.3.23 **"Website"** means the official website of Stanbic Bank Kenya Limited accessible at the following address: <https://www.stanbicbank.co.ke> (or any replacement page).



3 Use of the Chama App

- 3.1 You must download the App on your Equipment from your App Store and provide us with Your Personal Information to enable us to create Your User Profile. The User will be guided through the instructions on the Chama App.
- 3.2 You will use Your registered Username and Password to access the Chama App.

4 Access

- 4.1 Any Authorised Person in Your organisation with permission from You will be able to access the User Profile and functionalities and tasks associated with the said profile.

5. Rights and Obligations

- 5.1 You must comply with Applicable Law.
- 5.2 You must make use of the Chama App Services only in accordance with these Terms and Conditions.
- 5.3 You shall manage all risks associated with the Chama App Services within Your Chama Organisation, including without limitation the use of Your User Profile.
- 5.4 Upon Your first becoming Party to these Terms and Conditions, You must promptly inform Us in a manner acceptable to Us whom within Your organisation shall be provided access to the Chama App and their position within Your organisation.
- 5.5 You must promptly provide Us with all data and information relating to the Chama App Services when We ask You to do so and, in the manner, advised by the Bank.
- 5.6 You must ensure that any data and information that You provide to Us relating to the Chama App Services is accurate and complete in all respects.
- 5.7 You may not transfer any of Your rights or obligations under these Terms and Conditions without Our prior written consent.

6. Limitation of Liability

- 6.1. The Bank shall not be responsible for any loss suffered by the User:
 - 6.1.1. if the Services are unavailable for any reason including but not limited to Equipment failure, loss of power, malfunction, interruption or unavailability of the Network or any telecommunication system, any service interruption due to power cuts, network operators or other systems, uncontrollable natural forces, epidemics, pandemics, strikes or labour disputes, riots, civil commotion or unrest, any type of restriction imposed (or action taken) by a Sanctioning Body, or a governmental or statutory authority or any similar causes; or
 - 6.1.2. as a result of any fraudulent or illegal use of the Services, the Chama App, the User's Profile and/or the User's Equipment; or
 - 6.1.3. resulting from an Event of Force Majeure.
- 6.2. Under no circumstances shall the Bank be liable to the User for any loss or for any indirect or consequential loss or damage of whatever kind, howsoever caused or arising including, without limitation those caused or arising out of or in connection with:
 - 6.2.1. a failure or unavailability of the Services;
 - 6.2.2. disclosure of Your Access Codes and such disclosure results to access and use the Chama App and fraudulently accessing Your account;
 - 6.2.3. any violation of any third-party rights including but not limited to breach of any intellectual property rights
 - 6.2.4. any Personal Data or other information being lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), a harmful computer program or virus, or Your own negligence;
 - 6.2.5. any failure or problem affecting the provision of any services provided by any other person, for example, a telecommunication service provider, internet service providers, or a local or other entity;
 - 6.2.6. the termination of these Terms and Conditions;
 - 6.2.7. the matters set out in Clause 6.1 above even where the possibility of such loss or damage is notified to the Bank; or
 - 6.2.8. any other event that we have no direct control over.
 - 6.2.9. any negotiation process (or legal claim) with or against an incorrect beneficiary shall as be between You and the relevant beneficiary. We shall have no involvement in such processes or claims.



7. Indemnities

- 7.1 You agree to compensate Us, on demand, in full in respect of all losses and costs (including legal costs) that We may incur as a consequence of:
- 7.1.1. any claim made by a third party, against Us arising out of Your improper use of the Chama App services;
 - 7.1.2. any damage caused to any part of the Chama App by Your improper use of the Chama App services;
 - 7.1.3. any breach by You in respect of Our Confidential Information as referred to in the confidentiality clause;
 - 7.1.4. any breach by You of any of these Terms and Conditions, including the warranties and representations given in the Personal Data clause;
 - 7.1.5. any fraud or theft arising in connection with Your use of the Chama App services;
 - 7.1.6. the unauthorised use of any of Your Access Codes;
 - 7.1.7. any dishonesty on Your part or bad faith on Your part;
 - 7.1.8. Your use, storage or loading of incorrect details.
 - 7.1.9. Your engaging in any conduct referred to in the termination clause of Chama App services;
 - 7.1.10. Your becoming subject to sanctions imposed by any Sanctioning Body;
 - 7.1.11. the seizure, blocking or withholding of any funds in relation to You by any Sanctioning Body;
- 7.2 You shall indemnify Us for any losses or damages (including without limitation interest claims) suffered by You as a result of (without limitation) your use of the Chama App

8. Variation and Termination of Relationship

- 8.1 The Bank may at any time, upon issuance of one (1) month's notice, terminate or vary its business relationship with the User.
- 8.2 Without prejudice to the Bank's rights under clause 8.1 above, the Bank may vary or terminate the relationship if any of the below events occur:
- 8.2.1. If the variation or termination is required to comply with an order or instruction from the government, court, regulator or other competent authority;
 - 8.2.2. Where such a suspension or variation is necessary to enable variation or change in the Chama App;
 - 8.2.3. To facilitate update or upgrade the contents or functionality of the services from time to time;
 - 8.2.4. Where the Bank suspects that the Chama App has been used fraudulently, negligently, unlawfully, for money laundering activities, or the financing of terrorist and related activities;
 - 8.2.5. Non-compliance with any legal, fiscal or regulatory requirements or changes;
 - 8.2.6. Where You become the subject of sanctions established by a Sanctioning Body.
- 8.3 Any termination shall be without prejudice to any rights and obligations accrued as at the date of the said termination.
- 8.4 Termination of Our relationship with You for any reason will result in the cancellation of Your access to and your use of the Chama App and the Intellectual Property in it, and you must immediately stop all use of the App and the Intellectual Property in it

9. Intellectual Property

- 9.1 The copyright and any other Intellectual Property rights in all content on or sent through the Chama App, (including storage media) belongs to Us. You may print and make a paper copy of content sent through the Chama App, including logos, images or multimedia works only if:
- 9.2.2. it is for Your use of the Chama App;
 - 9.2.3. It is not used for any commercial (business) reason; and
 - 9.2.4. the copy of the content shows Our copyright notice.
- 9.2 The logos and trademarks on Our Chama App belong to Us or the Standard Bank Group. Nothing on our Chama App gives any person the right to use any trademark or other Intellectual Property (our property) without Our written permission.
- 9.3 Even if any content on the Chama App is not confidential or there is no copyright in it, We own the content and You have no rights in it.



10. Confidentiality

- 10.1 In this clause 10, a reference to Confidential Information means firstly, all data, reports, records, documentation and other information relating to the Chama App Services and secondly, any other information of any kind developed or acquired by either You or Us in connection with these Terms and Conditions
- 10.2 You agree that Your Confidential Information may be stored electronically or non-electronically either within the country in which You are located or internationally by Us or by a third party appointed by Us, which third parties shall be subject to confidentiality obligations.
- 10.3 You agree that We will be entitled to share Your Confidential Information between Standard Bank Group members, if necessary for the purposes of the Chama App services.
- 10.4 Regardless of anything else in these Terms and Conditions, We will always be entitled to disclose Your Confidential Information to a third party if it is necessary for the proper operation of the Chama App services.
- 10.5 Confidential information shall not include:
- 10.5.2. information that is publicly known; or
 - 10.5.3. information that is not publicly known but which the other of us knew before the Chama App signed these Terms and Conditions (which the other of us will be required to prove
 - 10.5.4. if there is disagreement as to whether it knew such information before the Chama App signed these Terms and Conditions;
or
 - 10.5.5. information which the law or a court
 - 10.5.6. compels us to disclose.
- 10.6 The mutual obligations in this clause 10 will continue to apply even upon the termination of these Terms and Conditions and You no longer make use of the Chama App services.

11. Disclosure of Information and Data Protection

- 11.1 By accepting these Terms and Conditions the User hereby consents, authorizes and agrees as follows:
- 11.1.1. That the Bank may use any information provided to the Bank by the User for any purpose that the Bank may require from time to time;
 - 11.1.2. That the Bank may furnish Standard Bank Group, any other Subsidiary or associate company of Standard Bank Group, and any assignee or transferee of the Bank's rights in terms hereof, with any information and documentation they may request including (without limitation) any "know your customer" information provided in respect of the User.
 - 11.1.3. The User agrees with the Bank that the Bank may:
 - (i) hold and Process, by computer or otherwise, any information obtained about the User;
 - (ii) permit other companies within the Bank's group to use Personal Data and any other information it holds about the User to bring to its attention products and services, which may be of interest to the User.
 - 11.1.4. The User further agrees that the Bank may disclose its Personal Data and/or Information relating to the User any documents referred to herein or the assets, business or affairs of the User outside the Bank's group whether such Personal Data and/or information is obtained after the User ceases to be the Bank's customer or during the continuance of the banker-customer relationship or before such relationship was in contemplation:
 - (i) for fraud prevention purposes;
 - (ii) to licensed credit reference agencies or any other creditor, if the User is in breach of the Terms and Conditions;
 - (iii) to its external lawyers, auditors and other sub-contractors or persons acting as the Bank's agents;
 - (iv) to any person who may assume the Bank's rights under these Terms and Conditions;
 - (v) if the Bank has a right or duty to disclose or are permitted or compelled to do so by law; and
 - (vi) for the purpose of exercising any power, remedy, right, authority, or discretion pursuant to these Terms and Conditions or any other document.
 - 11.1.5. The User consents to the Bank's collection of their Personal Data and/or other information from it and, where lawful and reasonable, from public sources for credit, fraud, compliance purposes, and for the additional purposes set out below.



11.1.6. If the User gives Personal Data and/or other information about or on behalf of another person to the Bank, the User confirms that they are authorized to:

- (i) give the Bank the Personal Data and/or other information;
- (ii) consent on behalf of that other person to the Processing of such Personal Data and/or other information, including any cross-border transfer of Personal Data and/or other information into and outside of Kenya where the products or services are or may be provided; and
- (iii) receive any privacy notices on behalf of that other person.

11.1.7. The User hereby consents to the Bank Processing the Personal Data and/or other information:

- (i) to provide products and services to the User in terms of the services and any other products and services for which the User may request from the Bank;
- (ii) to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve the Bank's products and services;
- (iii) outside of Kenya where the products or services are or may be provided. Such countries may not have the same data protection laws as the country where the products or services are provided;
- (iv) by sharing the User's Personal Data and/or other information with the Bank's third-party service providers, in and outside Kenya where the products or services are or may be provided.

11.1.8. The Bank's Processing practices and privacy statement are available on the Bank's Website at <https://www.stanbicbank.co.ke>.

11.1.9. The User acknowledges and agrees to the Bank's collection, use, Processing and sharing of the User's Personal Data and/or other information for the above purposes. The User further agrees that a disclosure of information by the Bank in the circumstances contemplated by this paragraph does not violate any duty owed to the User in law or pursuant to any agreement between the User and the Bank or in the ordinary course of banking business and the customs, usage and practice related to banking. The User further agrees that the disclosure may be made without further reference to, or, authority from the User and without inquiry by the Bank as to the justification for or validity of such disclosure.

12 Nature of Relationship

- 12.1 These Terms and Conditions do not create a partnership, joint venture or agency relationship between the Parties.
- 12.2 Nothing in these Terms and Conditions represents the Bank as a trustee or fiduciary of any other person.
- 12.3 The User shall not be entitled to assign or transfer their rights and/or obligations under these Terms and Conditions without the prior consent of the Bank.

13. General

- 13.1 These Terms and Conditions (as may be amended from time to time) form a legally binding agreement and are binding on the User.
- 13.2 The Bank may at any time vary or amend these Terms and Conditions. Any such variations or amendments shall be published on the Bank's Website and/or by any other means as determined by the Bank and any such variations and amendments shall take effect immediately upon publication. The User's continued use of the Services will constitute the User's agreement to be bound by these Terms and Conditions as amended or varied from time to time.
- 13.3 Any failure by the Bank to exercise, or any delay in exercising, any of its rights under these Terms and Conditions or under any Applicable Law will not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any such right will not preclude any other or further exercise of that or any other such rights; and no act or course of conduct or negotiation on the part of the Bank shall preclude the Bank from exercising any such right or constitute a suspension or any variation of such right. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.
- 13.4 If, at any time, any provision in these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law will in any way be affected or impaired.
- 13.5 Any addition or alteration to these Terms and Conditions may be made from time to time by the Bank and of which notice has been given to the User by way of publication as provided in clause 13.2 above shall be binding upon the User as if the same were contained in these Terms and Conditions.
- 13.6 If any of the provisions of the Terms and Conditions are held to be invalid, unlawful or unenforceable, then such term, condition or provision will be deleted from the remaining terms, conditions and provisions, which will continue to be valid to the full extent permitted by law.



14. Notices

- 14.1 Any notice, request or other communication to be given or made under these Terms and Conditions shall be sent via SMS and/or email through the User's registered phone contact number and email on the Chama App. The User acknowledges that they shall have no claim against the Bank for damages resulting from losses, delays, misunderstandings or any other irregularities due to transmission of any communication.
- 14.2 Without prejudice to clause 14.1 above, any information published by the Bank (i) by advertisement in a local daily newspaper published in Kenya, or (ii) on the Bank's Website at <https://www.stanbicbank.co.ke> (or any replacement page) will constitute adequate notice for purposes of these Terms and Conditions in relation to the matters to which that information relates and the effective date of such notice will be the first Business Day following the date of publication.

15. Governing Law

- 15.1 This agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.

16. Acceptance

- 16.1 By applying for the Chama App services, the User agrees to comply with and be bound by these Terms and Conditions in respect of the services provided pursuant to the User's application.
- 16.2 The User will be deemed to have read, understood and accepted these Terms and Conditions upon clicking on the "Accept" option.

I hereby accept the Terms and Conditions.

I hereby decline the Terms and Conditions.