Prime Bank

ELECTRONIC BANKING SERVICES TERMS AND CONDITIONS

These Terms and Conditions govern the provision of and use by a Customer of the Electronic Banking Services (as defined herein) provided by Prime Bank Limited. The Electronic Banking terms and conditions are as published on the Bank's website https://www.primebank.co.ke and as amended from time to time as per the Bank's policy.

1. Definitions and Interpretation

In these Terms and Conditions, the following expressions, where the context so requires, have the meaning ascribed to them below:

1.1. "**Application Form**" means the application form attached to these Terms and Conditions which is required to be completed by the Customer and submitted to the Bank in order to access the Electronic Banking Services;

1.2. "**Bank**" refers to Prime Bank Limited, incorporated in Kenya as a limited liability company under the Companies Act, and includes its successors and assignees (whether immediate or derivative) and any of its branches;

1.3. "**Bank Account**" refers to any Account of the Customer maintained with the Bank whether the same be personal, business or transaction Account(s) or an Account under any category, type or name created in accordance with the Bank's General Terms and Conditions;

1.4. "**Bank Administrator**" is any Bank Official authorized by the Bank to create/ modify/delete users who are Customers and allocate appropriate privileges to such users to view/operate Bank Accounts;

1.5. "**Corporate Administrator**" means the person appointed by the Account signatories of a Bank Account held by a corporate Customer, to manage user access to the corporate Customer's Digital Banking Services;

1.6. "**Corporate ID**" means a unique identifier of the corporate Customer and which together with their Password enables the Customer to log into the System and use the Electronic Banking Services;

1.7. "**Corporate User/Checker**" means an Electronic Banking user with rights for authorizing instructions created/issued by the Corporate User/Maker, as created by the Bank Administrator/ Corporate Administrator;

1.8. "**Corporate User/Maker**" means an Electronic Banking operator with system rights to create or initiate new instructions (payments and other requests) on the Electronic Banking system, as created by a Corporate Administrator;

1.9. "**Customer**" has the meaning given in the General Terms and Conditions and further refers to a Customer who wishes to access the Electronic Banking Services and has duly completed the Application Form and provided the information and documents as are required by the Bank to activate the use of the Electronic Banking Services. Where the "Customer" is more than one person such as where a Bank Account is a joint Account involving two or more persons reference to the "Customer" shall include all such persons and the obligations of the Customer shall be joint and several;

1.10. "**General Terms and Conditions**" refer to the Bank's General Terms and Conditions that govern the opening and operating of a Bank Account with the Bank duly signed by the Customer at the time of opening a Bank Account with the Bank;

1.11. "**Nominated User/s**" refers to the representative or representatives of the Customer authorized by the Customer to access the System and Service on behalf of the Customer and approved by the Bank;

1.12. "**Request**" refers to a request or instruction received by the Bank from the Customer or purportedly from the Customer through the System;

1.13. "**Service**", "**Services**", "**E- or Electronic Banking Services**" and "**Digital Banking Services**" are used interchangeably to refer to all banking and financial services, products, and facilities provided by the Bank to the Customer from time to time via electronic and digital channels. These channels include, but are not limited to, Internet Banking (e.g., web browser access), Mobile Banking (e.g., mobile application, USSD, SMS), and any other present or future channel utilizing digital communication technology (e.g., messaging platforms like WhatsApp) through the System.

1.14. "**System**" means the electronic banking systems including Internet, Mobile, and future digital platforms maintained or to be maintained by the Bank to provide the Services.

1.15. "**Terms and Conditions**" refer to the contents of this document subject to which Bank has agreed to provide the Digital Banking Services to the Customer.

1.16. "**User ID**" refers to a unique identifier of the user/person authorized by the Bank to access and use Digital Banking services and which together with, inter alia, their Password enables the Customer to log into the System and use the Digital Banking Services.

1.17. "**MPIN**" means Mobile Banking Login Password (Personal Identification Number) used to log into the Mobile Banking channel of the Digital Banking Services after successful authentication by the Bank system.

1.18. "**TPIN**" means Mobile Banking Transaction Password (Personal Identification Number) which is kept secret by the Customer and is used to confirm a transaction in the Mobile Banking channel of the Digital Banking Service after which the Transaction will be authorized upon successful authentication by the Bank system.

2. Fundamental Basis of Provision of the Digital Banking Services by the Bank

2.1. The Customer is fully aware, understands and appreciates that the Digital Banking Services and the access or transmission of information through electronic channels may not always be accurate or secure and may also be unavailable or incomplete. The Bank does not therefore provide any warranties as to the availability or accuracy or security of the Digital Banking Services and the Customer hereby irrevocably agrees and confirms that the use of Digital Banking Services is made on the said full disclosure by the Bank and the Customer's full knowledge thereof and the Customer shall hold the Bank harmless and free from any claims and demands whatsoever.

2.2. By enrolling in or using Digital Banking Services, the Customer agrees to abide by these Terms and Conditions which supplement other applicable disclosure statements and agreements, including, without limitation, Depositor's Agreement, Schedule of Fees, Funds Availability Disclosure, Electronic Banking Terms and Conditions Disclosure Statement and Agreement and Privacy Policy, in effect from time to time.

3. Application For Digital Banking Services

3.1. Only a Customer who already holds an operative/active Account with the Bank may apply for Digital Banking Services and the Customer wishing to use Digital Banking Services shall apply to the Bank by completing the Application Form and accepting these Terms and Conditions in writing or electronically/digitally. The Application shall be subject to the Bank's approval.

3.2. The Bank may levy a charge/recurring fee for the Digital Banking Services. In consideration of the Customer agreeing to pay to the Bank the prescribed fees and charges as set out in the tariff card, the Bank shall provide the Customer with the Digital Banking Services subject to and in accordance with these Terms and Conditions.

3.3. After the Bank has approved the Application, the Customer details will be maintained in the Bank's records and in the System as an authorized user of the Digital Banking Services. The Bank will provide the Customer with a User-ID for retail Customers or Corporate ID and Corporate User-ID for corporate Customers. The Customer will be issued a one-time sign-in password and one-time transaction password. At the time of logging into the System for the first time, the Customer will create their preferred Password known only to them (or change their MPIN/TPIN), and this Password/PIN along with their User ID or Corporate ID/Corporate User-ID will enable the Customer to access the Digital Banking Services. This procedure shall also apply where passwords are set by the Bank on a specific request from the Customer. The Bank may in future introduce the use of electronic security tokens for additional authentication and the Customer undertakes to abide by the terms of their use in accessing the Digital Banking Services.

3.4. The Customer shall, when applying for Digital Banking Services, specify the Account or Accounts which will be accessed and the type of Digital Banking Services required. Any addition/change to the list of Digital Banking Services will be considered by the Bank only on a written application from the Customer subject to acceptance of such additional terms and conditions and additional charge if any. The Bank reserves the right to modify, replace or withdraw any type of Digital Banking Services provided by the Bank at any time, for any reason whatsoever, with fifteen (15) day prior written or electronic notice to the Customers.

4. Retail Customer - Accounts held by Individuals and Joint Accounts of Individuals:

4.1. For retail Customers, the transactions posted into the system are authorized automatically. There are no two separate roles as "Maker" and "Checker" in the retail Digital Banking Service.

4.2. In the case of joint accounts, the individual holders are jointly and severally liable under these Terms and Conditions. Application for the Service must be made by all joint Account holders acting as one entity and such application will be deemed to be binding on all the holders of the joint Accounts. Each joint Account holder acting alone, under an assigned User ID and Password/PIN may use the Service. The digital instructions issued by each joint owner shall be treated as binding on both joint owners. The Bank shall not be required to obtain the consent of or notify any other joint Account holder of the use or access of the System by another joint Account holder. Each joint Account holder may access the Service for the Accounts for which they are an owner, joint owner or Nominated User using the assigned User ID and Password/PIN.

5. Corporate Customers-Accounts of Registered Commercial Enterprises and Non-Profit Organizations

(hereinafter referred to as a "corporate"):

5.1. In respect of a corporate, the Customer shall nominate a person, known as a "Maker" to initiate transactions and also nominate another person known as a "Checker" to verify the transactions, as required by the Corporate mandate. A corporate Customer may, subject to the Bank's approval also nominate a person known as the "Corporate Administrator" with non-financial privileges to oversee the Maker and the Checkers and other authorized users.

5.2. The Corporate Administrator will be responsible for managing other Digital Banking operators (Corporate users/Maker, Dual User, Authorizer/Checker) enabling/disabling them and assigning them time-limits.

5.3. Any instructions coming through Digital Banking through a Maker/Checker mandate as set-up by the Corporate Administrator as per sub-paragraph 5.2 above will be considered to have come through the Account signatories in accordance with the operating mandate of the Account. The corporate Customer shall therefore ensure that the digital structure must match the official mandate.

5.4. By enrolling for and using the Digital Banking Services, the corporate Customer agrees that the Bank may send all notices and other communications related to the use of the Services or access to the Accounts with the Bank, electronically to any e-mail address or phone number provided by the Customer, call that telephone number with service messages including, without limitation, prerecorded calls in satisfaction of any requirements as to notices in any law, rule or regulations.

6. Payment Limits for Digital Banking Transactions

6.1. The Customer agrees to maintain sufficient balance in the Account for each initiated, scheduled transfer. The Bank is not obligated to make any transfer requested by the Customer unless there are sufficient available funds in the Account to cover the transfer. If funds available in the Account are insufficient and, if the Bank honours the payment request, the Customer agrees to immediately reimburse the Bank the paid amount plus any applicable interest, fees, charges and penalties.

6.2. Subject to the maximum transaction limits approved by Bank, the Customer may transfer or effect a payment of any amount from the Account as long as the transaction does not exceed the available balance from the Account including any overdraft facility approved by the Bank. In the

7. Responsibilities of the Customer

7.1. The Customer agrees to set and use strong passwords/PINs exclusively known to him/her following the password rules set by the Bank. The Customer shall memorize the passwords/PINs and refrain from writing them down or storing them in clear text anywhere to prevent their misuse. The Customer will undertake to maintain absolute secrecy and shall not share the passwords/PINs with anyone including the Bank's employees and maintenance vendors. The Customer also undertakes to hold the electronic security tokens (when provided) safely and not allow their use by anyone except those to whom they have been issued.

7.2. The Customer agrees to use the Digital Banking Services from a safe environment in terms of privacy and prevention of misuse and unauthorized access. For this purpose, the Customer shall at their own cost and expenditure acquire necessary hardware, software and other facilities including communication facilities which have secure Electronic access enabled therein.

7.3. The Customer shall be responsible for maintenance of computer and/or communication systems/devices used by the Customer to access the System. The Bank will neither be responsible nor liable for any errors or failures caused by any malfunction of the computer system and connectivity infrastructure at the Customer site or related to the Customer device. The Customer shall be responsible for payment of charges for electronic access and the Customer's system maintenance/support.

7.4. The Customer will obtain all licenses and consents necessary to have access to and use of the Digital Banking Services and will ensure that all persons allowed to access the System will comply with all laws and regulations applicable to the use of the System and will follow all instructions, procedures and terms contained in these Terms and Conditions and any additional conditions imposed by the Bank concerning the use of the System and the Services.

7.5. The Customer will exercise adequate care to prevent any unauthorized access to the Digital Banking Services or the System by maintaining their User ID/Corporate ID and Passwords/PINs strictly confidential. The Customer must ensure that the Digital Banking access page or terminal/device is not left unattended while an authorized user has logged in. The Customer must log out immediately after completing the task during a session.

7.6. The Customer shall take necessary precautions to detect any unauthorized use of the System and the Service. For this purpose, the Customer shall ensure that all necessary transaction acknowledgements are obtained from the Bank and communications from the Bank are examined and checked promptly.

7.7. The Customer shall notify the Bank immediately by telephone and also through written communication if any of the login name/passwords/PINs or the system security at the Customer site has been compromised (passwords/PINs have been exposed or security token is lost or unnecessarily exposed). The requirement for such notification to the Bank applies whether any such security breach has already occurred or likely to occur provided that such notification shall not discharge the Customer from the Customer's liability to the Bank or place any burden or obligation on the Bank.

7.8. 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 and 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.

7.9. The Customer shall not at any time operate or use the Services in any manner that may be prejudicial to the Bank's interests.

7.10. The Customer will have an appropriate and an up-to-date antivirus program installed in the Digital Banking terminal/device and not to use any third party software/application that might weaken the system security.

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8. Bank's Authority in Dealing with Customer-Requests/ Customer-Initiated Transactions

8.1. 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 if possible and in its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.

8.2. The Bank shall be entitled to accept and to act upon any Request, even if that 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.

8.3. 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 at which the Customer opened the Account or from the Customer or any other agency and it cannot be accomplished or if such action would cause a breach of agreement between the Bank and the Customer under the General Terms and conditions.

8.4. The Bank shall not act on any Request that is suspicious, inconsistent with the Customer's usual transaction patterns, incomplete, or where the Bank reasonably believes the instruction may be fraudulent.

8.5. These Terms and Conditions and all authorizations and other procedures agreed under these Terms and Conditions supplement any General Terms and Conditions and any mandates, which apply to the Customer's Bank Accounts with the Bank.

8.6. 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 fees applicable to the Service from time to time.

8.7. The Customer agrees that the Bank will not be held liable in any way for any failure or delay in completing any such transaction if:

(i) the Customer's Account does not contain sufficient funds to make the transfer or payment, or the transfer or payment would exceed any applicable overdraft limit for such Account;

(ii) The Services, in the Customer's computer, mobile device or software were not functioning properly at the time the Customer attempted to initiate the transaction and it was evident to the Customer at the time of initiating the transaction;

(iii) Circumstances beyond the Bank's control preventing the Bank from making the transfer or payment such as acts of God, natural disasters, fires, floods, acts of government authority, terrorist acts, acts of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power outages or interruptions, telecommunications failure, severe adverse weather conditions, postal strikes, or other causes beyond the Bank's reasonable control;

(iv) the Customer has not provided with complete and correct payment or transfer information, or the Customer has not followed the instructions presented as Terms and Conditions or any other agreement with the Bank for requesting a transfer or payment;

(v) the funds in the Account are subject to legal process or other encumbrance restricting the transfer or payment; and

(vi) A timely payment or transfer was made but the credit to beneficiary Account after receipt, was delayed.

8.8. The Customer acknowledges and agrees that the Customer will be responsible for the conduct of the Account while using the Services and agrees to indemnify and hold the Bank and its officers, directors, employees, shareholders, parents, subsidiaries, affiliates, agents and third party service providers harmless from and against any losses, damages, liabilities, costs or expenses of any kind including, without limitation, Advocates fees, court costs and related litigation costs and expenses, that the Bank may incur in connection with any third party claim or otherwise, arising out of or concerning the use of the Services or the use of the Services by anyone using the Customer's confidential access information, or Customer's violation of these Terms and Conditions laid down by the Bank. Customer's obligations under this section shall survive termination of these Terms and Conditions.event the funds transfer requires currency conversion, the Customer must obtain and apply the correct exchange rates approved by the Bank.

8.9. If the Customer has an approved overdraft facility or term deposit Account linked to the payment Account, the transfers and/or electronic bill payments using the Service shall not exceed the approved overdraft facility or the pledged term deposit Account.

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9. Transaction Particulars and Customer Rights to the Information.

9.1. 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 details of all the Requests or transactions posted by the Customer in electronic format. The Bank may demand paper-based documentation for effecting/completing a transaction as per the Customer's Requests. As between the Customer and the Bank, the Bank's records shall be conclusive evidence of the fact of receipt or non-receipt of a Request and of the contents of such Request or transaction.

9.2. The Account statement (hereinafter "the Account Statement") that the Customer receives at the determined product frequency will reflect all the Customer-initiated transactions along with those handled by the Bank.

9.3. The Customer shall be deemed to have accepted and shall not subsequently challenge or object to any of the transactions contained in the Account Statement if the Customer fails to object to the Account Statement in writing within seven (7) days from the date the Account Statement was sent or deemed to have been sent to the Customer by the Bank.

9.4. Subject to the Bank's approval, the Customer may be allowed to post multiple transactions (like salary payments to employees) together in the form of batch upload.

10. Charges and Taxes

10.1. The Customer shall pay to the Bank transaction charges applicable to various transaction types set up in the core banking system. The recovery of such charges may be manual or automated. The Bank may in its sole discretion revise these charges and fees from time to time.

10.2. The Customer 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 Service.

10.3. The Bank is hereby irrevocably authorized from time to time to debit any amounts due from the Customer as charges or taxes from any of the Customer's Account and in any currency maintained by the Customer with the Bank.

11. Exclusion of Bank's Liability

11.1. 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 of the Customer's Facilities, or (c) any other circumstances whatsoever not reasonably within 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 system.

11.2. The Bank will not be liable for any loss 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) The Customer does not have enough funds in the Account;
(ii) The payment or transfer would result in the Customer's approved overdraft facility limit being exceeded;
(iii) 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 counterparty) by the time it is due;

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

(i) If circumstances beyond the Bank's control, including those specified in sub paragraph 11.1 above prevent the Bank from making a payment or transfer;
(ii) The money in the Customer's Account is subject to legal process, court order or other encumbrance restricting the payment or transfer;
(iii) The Customer does not give proper or complete instructions for the payment or transfer or the Customer does not follow the procedures in these Terms and Condition or other applicable agreement with the Bank for requesting a payment or a transfer;
(iv) The Bank has reason to believe that the Customer or someone else is using the Service for fraudulent or illegal purposes;
(v) The 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;
(vi) The payment or transfer request is in contradiction or conflict with other existing Account agreements with the Customer;
(vii) The payment or transfer request is received at a time when it is operationally not possible to effect the same within working hours of that day; or
(viii) If the Bank makes a timely payment or transfer but the beneficiary Bank nevertheless fails to credit the beneficiary's account promptly after receipt.

12. Indemnity by the Customer

12.1. 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 the matters set out in paragraph 11 or where the particular circumstances are 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 by the Customer of any term or condition hereof.

12.2. The Bank shall not be liable for and 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 wilful misconduct of the Bank or any of its employees.

12.3. The Bank shall not be liable for and 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 of 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.

(v) Any loss or damage that may arise from the use of the Service by the Customer, any joint Account holder, Corporate Administrator, Corporate User/Maker and/or Corporate Authorizer/Checker.

13. Limit of the Bank's Liability and Disclaimers

13.1. Notwithstanding anything to the contrary set out herein or in the Bank's General Terms and Conditions, if for any reason 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 digital or electronic facilities.

13.2. Save as provided in paragraph 12.1, the Bank shall not be liable to the Customer for any interference with or unavailability of the Service, howsoever caused.

13.3. 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.

13.4. The Bank 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 and the Bank makes no warranty whatsoever 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.

13.5. As part of Digital Banking Services, the Bank may provide the facility to the Customer to issue instruction on-line to stop payment of a cheque. The Bank's computer system will register the instruction automatically provided the cheque issued in the customer's account, has not been paid by the Bank. It is the responsibility of the Customer to input correct details while issuing the stop payment instruction. The Bank will not undertake any responsibility if the instruction is overlooked because of system failure or by the Bank's staff who manage the account for whatever reason. The Bank will recover prescribed charges for the service. Once issued, the stop payment instruction cannot be revoked.

14. Variation of Terms and Conditions and Amendments

14.1. The Bank may alter or amend these Terms and Conditions at any time. Notification of any such variation may be given to the Customer either in writing or by publication thereof by such means as the Bank may decide, and upon communication of such variation, shall be binding.

15. Suspension And Termination of Digital Banking Services

15.1. The Bank may suspend or terminate the Services by giving due notice to the Customer if the Bank is unable to provide or sustain the Services due to a change in law, regulatory or legal requirement or termination or suspension of communication services required to provide the Services on the same grounds.

15.2. The Customer may cancel its subscription to the Services by giving the Bank at least seven (7) days notice provided that the Bank shall be entitled to continue to act on any Request and 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.

15.3. The Bank may also unilaterally terminate the Services for any reason, including but not limited to the Customer's Bank Account not having sufficient available balances or for non-compliance of these Terms and Conditions by the Customer or any security violation/vulnerability occasioned by the Customer.

15.4. The termination of the Services alone shall not, in itself, terminate or affect the relationship of Banker and Customer between the Bank and the Customer.

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16. General Provisions

16.1. 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 rise if any Request from the Customer hereunder is acted upon by the Bank.

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

16.3. Any notice required to be given in writing under these Terms and Conditions shall be sufficiently served if sent by electronic mail or registered post, stamped and properly addressed to the Customer at the address of the Customer as per the Bank's records.

16.4. The Customer's obligations in these Terms and Conditions shall survive termination of the subscription whosoever terminated where their continued application is for the protection or indemnity of the Bank.

16.5. The provision of the Services does not create any new agency or partnership relation between the Customer and the Bank.

16.6. In the event that any provision of these Terms and Conditions or the application of any such provision to any person or set of circumstances shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of these Terms and Conditions and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

16.7. If the Customer is a corporate body, then these Terms and Conditions shall continue in full force and effect and continue to bind each of its assigns and successors.

17. Data Protection and Privacy:

17.1. The Customer undertakes to maintain strict confidentiality of its user ID/Corporate ID and password/PINs 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 to impose this confidentiality requirement on its agents, employees and/or subcontractors entering into separate agreements, if necessary. The Customer shall be fully liable to the Bank for any breach of the provisions of the paragraph by itself, its employees, agents and/or subcontractors.

17.2. The Customer undertakes to notify the Bank immediately or not more than twenty-four (24) hours of becoming aware of any loss of a device used to access the Service, compromise or suspected compromise of its credentials, unauthorized access or any suspected fraud relating to the Service. The Customer acknowledges that failure to notify the Bank within this period may limit the Bank's ability to prevent or mitigate loss and may result in the Customer being held liable for any resulting transactions or losses.

17.3. The Bank will always ensure that Personal Data of Customers is at all times processed in accordance with the Right to Privacy and in strict adherence to the Principles and Obligations enshrined in the Data Protection Act, 2019 and the Regulations thereunder.

17.4. Except as permitted by Law, the Bank may not, without the prior consent of the Customer, disclose to any third-party personal data or information relating to the Customer or their related parties. However, the Bank may engage third-party service providers for purposes of hosting, messaging, authentication, fraud monitoring, WhatsApp platform services, and any other support functions necessary for the delivery of the Service and the disclosure and sharing of the Customer's personal data to such third parties for such purposes shall not constitute a breach of the provisions hereof.

17.5. Such third-party service providers shall act as data processors and shall process personal data strictly in accordance with the Bank's documented instructions and in compliance with the terms of written Data Processing Agreements. However, the Bank shall not be liable for any loss or damages arising from the unlawful or unauthorized processing of personal data by such third parties, unless caused by the Bank's gross negligence or willful misconduct.

17.6. The customer hereby unequivocally consents to disclosure of its personal data/information under the following circumstances:

(i) Where such disclosure is necessary in order for the Bank to act on a request from the Customer or complete a transaction initiated by customer;

(ii) For compliance of a court directive/ a Legal obligation that the Bank may be subject to. If the Bank has to obey an order for information from an authorized government body, the Bank may, to the extent required by law, notify the customer before giving out the information;

(iii) 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.

(iv) Disclosure to other Banks, scoring or rating agencies or duly licensed Credit Reference Bureaus (CRB) for protection of banking and public interest.

(v) If it involves a claim by or against the Bank in respect to an item deposited or drawn against the customer's account.

(vi) To transferees of the Bank's rights under this agreement.

(vii) Cross border transfer of personal data for furtherance of contract or legitimate interests shall be undertaken only in accordance with the Data Protection Act and the Regulations thereof provided that the Bank shall not be in breach of this provision if it effects such transfer after taking appropriate safeguards, including adequacy decisions, contractual clauses, or the Customer's explicit consent where required.

(viii) The Customer also consents to processing of their personal data provided to the Bank in furtherance of the contract entered between them and the Bank.

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17.7. The Customer may lodge a complaint in regard to the processing of their personal data to the Bank through the e-mail dpo@primebank.co.ke. The Bank shall endeavor to resolve the complaint as soon as reasonably possible and within the timelines prescribed in the Data Protection Act and Regulations. For more information on the handling, processing and protection of your personal data, please read the Privacy Notice on the Bank's website www.primebank.co.ke.

17.8. The Bank may use automated systems for transaction monitoring, fraud detection, and service delivery.

17.9. Any automated decisions that result in legal or significant effects on the Customer shall be subject to human review upon the Customer's request, in accordance with the KDPA.

17.10. The Bank may send service-related messages without the Customer's prior consent, as such communications form part of contractual performance.

17.11. The Bank may send marketing or promotional messages relevant to the Services provided to the Customer, which the Customer may opt out of by notifying the Bank.

18. Protection Against Third Party Claims

18.1. The Customer shall indemnify the Bank against, and hold it harmless from, any and all liabilities, claims, costs, expenses and damages of any nature in any way arising out of or relating to disputes or legal actions by third parties concerning the use or Bank's provision of the Services.

19. 19. Disputes And Resolution Under Law

19.1. The Terms and Conditions stated herein shall be governed and interpreted in accordance with the laws of the Republic of Kenya and all disputes, actions and other matters relating thereto will be determined within the jurisdiction of Kenya Law Courts.

CUSTOMER ACCEPTANCE OF THE TERMS AND CONDITIONS

I/We also understand that any instruction sent through Electronic Banking Channel will be deemed to be made by authorised Account signatories as per Account operating mandate.

Customer Name: _____

Account Number: _____

Authorised Signatory 1

Name: _____

ID/Passport No: _____

Signature: _____

Date: _____

Authorised Signatory 2

Name: _____

ID/Passport No: _____

Signature: _____

Date: _____

Authorised Signatory 3

Name: _____

ID/Passport No: _____

Signature: _____

Date: _____

Authorised Signatory 4

Name: _____

ID/Passport No: _____

Signature: _____

Date: _____