

**TERMS & CONDITIONS – PRIVACY POLICY**  
Terms and conditions governing the use of BIMAS Mobile Banking App

**1. Definition**

In these terms and conditions, the following terms shall have the following meaning:

**Facility** means the Mobile Banking granted by BIMAS to its members for access to information on Accounts as may be prescribed by BIMAS from time to time and usage of products and/or services as may be made available and included on mobile phone by BIMAS from time to time.

**BIMAS** means any branch or outpost of BIMAS KENYA Limited with which the Customer's Account(s) is/are maintained.

**Customer** means the person who means a person who becomes a member of BIMASKENYA Ltd by registration on payment of the requisite fees.

**MSP** means any mobile service provider through which the Customer or BIMAS receives the mobile services as notified by BIMAS.

**Service Provider(s)** definition includes but not limited to MSP's, organizations or individuals whose services BIMAS uses in relation to the Mobile Banking Service in any capacity.

**PIN** means the 4 digits Personal Identification Number as provided to the Customer by BIMAS for authentication/verification by BIMAS. The customer will be able to obtain a range of financial information as determined by BIMAS 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) and facility.

**Alerts** means the customized messages sent either by short messaging service / text ('SMS') over the Customer's mobile phone, email, or any other modes of communication.

**Affiliates** means all parties involved in delivering the customer initiated messages to and from BIMAS.

**2. Applicability of Terms and Conditions**

These terms and conditions alongside the application made by the customer for registration and as accepted by BIMAS shall form the contract between the customer and BIMAS, and shall be further subject to such terms as BIMAS may agree with the other service providers, aiding BIMAS in providing the Facility.

By applying for and allowing Authorized Users access to the facility, for the first time (and every time thereafter), the customer acknowledges and accepts (and reaffirms his acknowledgment and acceptance of) these terms and conditions, to the fullest extent possible.

**3. Availability of the Facility**

The customer request for the Facility which BIMAS at its sole discretion may discontinue at any time without any prior notice, the request may be denied or accepted and where denied, BIMAS bears no responsibility of giving reasons of rejection.

BIMAS may wherever feasible extend the Facility to other MSP's from time to time.

The Customer assumes full responsibility for the security and confidentiality of his or her mobile phone number and PIN to be used in initially gaining access to his or her Account(s) through the use of his or her mobile phone.

BIMAS reserves the right to make any additions or deletions in the services offered through the Facility at any time at its sole discretion.

The Customer shall inform BIMAS immediately on surrendering or discontinuing use of the MSP's mobile connection.

**4. Authority to BIMAS**

The customer irrevocably and unconditionally authorizes BIMAS to access the Accounts and the Personal Information for effecting the instructions and providing the Facility to the customer, as well as for analysis, credit scoring and marketing.

The customer agrees that BIMAS may disclose, to third parties, such information in relation to the customer as may be necessary for any reason inclusive of but not limited credit rating by recognized credit scoring agencies, and for fraud prevention.

**5. Process**

The customer is duly bound to acquaint himself / herself with the detailed process for using the Facility and BIMAS is not responsible for any error/ omissions by the Customer.

BIMAS may, at its discretion, from time to time change the features of any Alerts/ Facility. The Customer will solely be responsible for keeping himself/ herself updated of the available Alerts, which shall, on best-effort basis, be notified by BIMAS through its website or through any other legally recognized medium of communication.

The Customer is solely responsible for intimating in writing to BIMAS any change in his mobile phone number and BIMAS will not be liable for sending Alerts or other information over the customer's last known mobile phone number in any way whatsoever provided that BIMAS has not been notified of a change in a Customer's mobile number.

The Customer acknowledges that the Facility is dependent on the telecommunications infrastructure, connectivity and services within Kenya. The Customer accepts that the timeliness of Alerts sent by BIMAS will depend on factors affecting the telecommunications industry. Neither BIMAS nor its Service Providers shall be liable for non-delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.

The Customer must keep their Mobile Banking Personal Identification Number (PIN) secret all times. The Customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and/or in case of any unauthorized use of his/her mobile phone of SIM card. And shall not hold BIMAS responsible in any way.

The Customer must keep the SIM card and his/her mobile phone in secure/safe custody at all times. The Customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and/or in case of any unauthorized use of his/her mobile phone or SIM card.

**6. Fees**

BIMAS may at any time, at its sole discretion, charge a fee for use of any or all of the Facility, under a notice to the Customer through any medium available.

BIMAS is hereby authorized by the Customer to debit any of the customer's Account(s) within BIMAS.

The Customer, shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with the receiving of the Alerts, which may be levied by the MSP as per the terms and conditions of the MSP and BIMAS is in no way concerned with the same.

**7. Disclaimer of Liability**

BIMAS shall not be responsible to the customer for any failure of the customer and to utilize the Facility due to the customer not being within the geographical range within which the Facility is offered; The customer agrees that BIMAS shall not be liable if:

- The customer has breached any of the terms and conditions herein
- The customer has contributed to or caused the loss or the loss is a result of failure on part of the customer to advise BIMAS within a reasonable time about unauthorized access of or erroneous transactions in the Account.
- Any loss is caused as a result of failure on the part of the customer to advise BIMAS of a change in or termination of the Mobile Phone Numbers / SIM Card.
- BIMAS or its employee/contractual staff will not be liable for: (a) any unauthorized use of the Customer's PIN or (b) mobile phone number/ instrument or unauthorized access to e-mails received at his notified email address for any fraudulent, duplicate or erroneous instructions given by use of the same; (c) acting in good faith on any instructions received by BIMAS; (d) error, default, delay or inability of BIMAS to act on all or any of the instructions; (e) loss of any information/ instructions/Alerts in Transmission; (f) unauthorized access by any other person to any information/instructions given by the Customer.
- BIMAS shall not be concerned with and will not be held liable for any dispute that may arise between the Customer and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or guarantee for timely delivery of the contents of each Alert.
- BIMAS shall not be held liable for any disruption or failure of providing mobile telecommunication services by MSP. The customer agrees that any complaint in connection with the failure of mobile telecommunication services shall be transferred to and addressed by the MSP.

**8. Indemnity**

The Customer shall indemnify and keep BIMAS and its Service Provider(s) free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of this agreement on the part of the customer and/or a third party with whom the Customer shares his/her PIN and mobile phone. In addition, BIMAS shall not be liable for any expense, claim, loss or damage arising out in connection with this agreement including but not limited to war, rebellion