I&M BANK LIMITED ("the Bank") TERMS AND CONDITIONS FOR USSD MOBILE BANKING SERVICE FOR ACCOUNT OPENING

TERMS AND CONDITIONS

This Agreement sets out the complete terms of use of the USSD Mobile Banking Service offered by I&M Bank Limited for account opening through USSD on Your mobile device and is subject to any other agreement made in writing between the Bank and the Customer and is subject to the Bank's General Terms & Conditions, terms and conditions Governing The Use of I&M Next Generation Banking Facility, the terms and conditions governing use of I&M internet/mobile banking available as amended from time to time and available under https://www.imbankgroup.com/ke/terms-and-conditions/
and any other Bank terms and conditions pertaining to account opening and other services and products offered by the Bank, and, the Bank's Privacy Notice.

1. DEFINITIONS

In these Terms and Conditions, the following words shall have the following meanings (save where the context requires otherwise):

1.1. "Agreement" means these Terms and Conditions.

1.2. "We," "Our," and "Us," "the Bank" means I&M Bank Limited and includes its successors in title and assigns.

1.3. "You" or "Your" means the Customer.

1.4. "Affiliates" means I&M Bank Limited subsidiaries.

1.5. "Alerts" means the customized messages including any content, data or link sent to the Customer to their registered mobile phone number as short messaging service (SMS).

1.6. "Bank Account" means an Account(s) opened by the Customer through the USSD Mobile Banking Service.

1.7. "Call Centre" means the Bank's customer care centre, as may be notified to the Customer by the Bank from time to time.

1.8. "Customer" means a person who holds and maintains a Bank Account with the Bank.

1.9. "IPRS" means the Integrated Population Registration System established and maintained by the Government of Kenya under the Ministry of State for Immigration and Registration of Persons or such other ministry as may from time to time be responsible for the registration of persons.

1.10. "Mobile Device" includes Your mobile phone handset, SIM Card and/or other mobile device which when used together enables You to access mobile network.

1.11. "Mobile Network" means the mobile cellular network operated by various MNOs.

1.12. "Mobile Network Operator" also referred to as MNO means a duly registered and licensed telecommunications provider and or/its agents and sub-contractors whether jointly or severally registered in Kenya.

1.13. "Mobile Phone Number" shall mean the number registered by the Customer with -a MNO.

1.14. "Personal Data" or "Personal Information" means any information relating to an identified or identifiable natural person.

1.15. "PIN" means the Personal Identification Number comprising six (6) digits, being the secret code used to authenticate the Customer to the USSD Mobile Banking System and enable the Customer access and operate the USSD Mobile Banking Services provided to the Customer by the Bank and which shall only be activated upon successful account opening.

1.16. “Request” means a request or instruction received by the Bank from Your or purportedly from You through the Mobile Network and the System and upon which the Bank is authorized to act.
1.17. “Service(s)” shall mean the USSD Mobile Banking Service of the Bank availed to the Customer, which enables the Customer to open a Bank Account through a Mobile Device.
1.18. “SMS” means a short, customized message service consisting of a text message transmitted from one mobile phone to another.
1.19. “System” means the Bank’s Mobile Banking software which enables the Services
1.20. “USSD” means Unstructured Supplementary Service Data and is the channel used to access USSD Mobile Banking Service on feature phones.
1.21. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
1.22. Headings in these Terms of Use are for convenience purposes only and they do not affect the interpretation of this Agreement.

2. REGISTRATION AND APPLICABILITY

2.1 You must be 18 years of age or over to qualify for the Service.
2.2 The Bank reserves the right to and shall verify with the IPRS the authenticity of Your details which shall include your Personal Information such as Your phone number, name, date of birth, ID or Passport Number and such other information that will enable the Bank to identify You.
2.3 To use the Service, You will require a Mobile Device and You must be a Mobile Subscriber of a MNO.
2.4 To register for the Service, You must provide Us with the true, accurate and complete information and must promptly notify Us of any change in the information provided.
2.5 The use of the Service shall be restricted to the Mobile Phone Number that You shall use to register for the Service. It cannot be linked to two numbers for the same account. The Service is available only when you are within your mobile network provider’s coverage area or its roaming zones.
2.6 We reserve the right to reject any application to register for or use the Service. The Service is made available to the Customer at the sole discretion of the Bank and may be discontinued by the Bank at its discretion.
2.7 By clicking on “I AGREE” or “I CONSENT” or any other similarly worded button or entry field, You are deemed to have read, understood and accepted these terms.

3. USE OF THE SERVICE

3.1 You shall not in any way use the USSD Mobile Banking Service:
- 3.1.1 in breach of any law, statute, regulation of any applicable jurisdiction.
- 3.1.2 -in fraudulent, criminal, or unlawful activities
- 3.1.3 may be contrary to our interests.
- 3.1.4 In any manner that is contrary to the guidelines outlined in the Service;

3.2 You assume sole responsibility for your registration and all activities that shall be conducted from Your use of the Service. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Us by You in connection with the Service, or any actions taken by Us based on Your instructions or Requests.

3.3 Access to the Service may be suspended or withdrawn to or from You temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of the Service for any reason.

3.4 Communication by the Bank to the Customer with respect to the Service shall be in form of Alerts.

3.5 The Service is provided on an “as is” and “as available” basis. To the fullest extent permitted by law, we disclaim all express and implied warranties, including but not limited to warranties of title, merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that the Service will be uninterrupted, error-free, or that defects will be corrected. We are not liable for any viruses, bugs, or other harmful elements, nor for inaccuracies, delays, or omissions. We have no obligation to update or maintain the Service. To the maximum extent permitted by law, we and our affiliates shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising from the use of or inability to use the Service, even if we have been advised of the possibility of such damages.

3.6 You agree to indemnify and hold the Bank and its affiliates, successors, and representatives harmless from any losses, damages, costs, or legal fees resulting from your use of the Service or any breach of this Agreement. The Bank reserves the right to take control of the defense and settlement of any related claims, and you agree to fully cooperate in such proceedings if requested.

3.7 The Bank’s name and logos and all related names, trademarks, service marks, design marks and slogans are the trademarks or service marks of the Bank.

3.8 We accept no responsibility or liability for any third-party website which You shall access. If You have any queries, concerns or complaints about such third-party websites. You must direct them to the operator of that third-party website.

4. OPERATION AND SCOPE

4.1 The Bank shall endeavour at its sole discretion to provide to the Customer through the Service, such products as the Bank may decide from time to time. The Bank may also revise products offered through the Service at its sole discretion.

4.2 To access the Service, You shall use your Mobile Device to dial the Bank’s USSD code pertaining to the Service.

4.3 Upon Your dialling of the USSD code the Bank will proceed to formally approve your opening of a Bank Account. You will also be required to provide additional information as per the instructions in the Service.

4.4 The Bank shall provide you with a unique temporary PIN known only to You and You MUST change the unique temporary PIN. You agree that You will not select a PIN based on Your or a close relative's birth date, telephone number, address, or any other readily identifiable combination of numbers.

4.5 You agree to change Your Login Information regularly and not to use any previously used PIN. Your Login Information is for Your use alone and You agree to keep them secret and not reveal them to any person, including our staff. You agree to take all reasonable precautions to maintain the secrecy of Your Login Information, including ensuring that any information stored on any mobile device with which You access the Service is protected against unauthorized access by third parties. We will not be held liable for any losses, damages or claims suffered by You as a result of any fraud committed due to Your negligence or wilful misconduct or any unauthorised access by third parties.

4.6 The Bank shall not be liable for any loss, damage, or unauthorized access to your personal data or login credentials arising from the use of the Service, including but not limited to access by third parties resulting from your failure to safeguard such credentials or from circumstances beyond the Bank's control. You acknowledge and accept that maintaining the confidentiality of your login information is your sole responsibility, and any access to the Service using your credentials will be deemed to have been made by you. The Bank disclaims any liability for acts or omissions of third parties or for any compromise of data that occurs outside its secure systems.

4.7 You will be entitled, subject to this Agreement to operate Your Bank Account in accordance with the terms and conditions applicable to the specific Bank Account.

4.8 It's Your sole responsibility to familiarize yourself with the terms and conditions and operating procedures of the products that you shall access through the Service.

4.9 The Bank shall be deemed to have acted properly and to have fully performed all the obligations owed to You notwithstanding that the Request may have been initiated, sent or otherwise communicated in error or fraudulently, and You shall be bound by any Requests on which the Bank may act if the Bank has in good faith and without negligence acted in the belief that instructions have been sent by You.

4.10 You agree to and shall release from and indemnify the Bank against all claims, losses, damages, costs, and expenses howsoever arising in consequence of, or in any way related to the Bank having acted in accordance with the whole or any part of any of Your Requests.

5. BANK'S DISCRETION TO DECLINE REQUEST

5.1 The Bank may, in its absolute discretion, decline to act on or in accordance with the whole or any part of Your Request where:

5.2 There may be circumstances beyond our control that prevent Your instructions from being carried out; or

5.3 You have not provided Us with all documents, verification and information We require.

5.4 Your identity cannot be verified to the Bank's satisfaction.

5.5 The Bank believes that in carrying out the Instructions, a law, regulation, code or other duty or obligation which the Bank is required to comply with may be breached.

6. INACTIVE AND DORMANT PROFILE

6.1 We shall require You to upload all KYC information and documents required by the Bank within ninety (90) days (Grace Period) from the date You open Your account. The Bank reserves the right to close Your account if You do not upload the information and documents required within the Grace period. Prior to search closure, the Bank shall issue You with a notice of closure at least thirty (30) days prior to the expiry of the Grace Period.

6.2 Upon the closure of Your account, the Bank shall refund to You any funds in your account less any charges that may have become due.

6.3 In the event of closure of your Bank account in accordance with clause 6.1 You may visit any of the Bank's branches in order to activate your account.

7. DATA PROTECTION AND PRIVACY POLICY

7.1 In compliance with the Data Protection Act, 2019 ("DPA"), the Bank seeks your consent to collect and use your personal data (i.e. name, postal and physical address, photo, email address, phone number, identification documents and PIN number and any other information which may be required) in order to conduct our due diligence, maintain our customer records, compliance with the applicable laws and regulations as well as any other purpose which may be communicated to you ("Purpose").

7.2 The Bank will also collect and use your personal data to provide you with information on products and services which may be relevant to you ("Services").

7.3 You have been opted in by default for all processing activities related to your account. For you to opt in or opt out of the processing activities applied to your personal data, please access our Privacy Notice on our website below: https://www.imbankgroup.com/ke/information-security/privacy-notice/

7.4 The Bank respects your privacy and assures that your personal data will be kept secure according to the DPA.

7.5 Your consent under 7.3 above will remain in place until your withdrawal via the mechanism provided in the Privacy Notice or by officially notifying the Bank in writing at (customercare@imbank.co.ke).

8. These Terms of Use (as may be amended from time to time) form a legally binding agreement binding on You.
9. The Bank may vary or amend at any time these Terms of Use, 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 but any variation whether notified or not shall be binding on the Customer
10. No failure or delay by either yourself or the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
11. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
12. If any provision of these Terms of Use shall be found by any duly appointed court, or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.
13. You may reach out to our Call Centre in the event you experience any issue or in case you have a complaint connected to the Service, using the address available on our website at https://www.imbank.com
14. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.
15. Any dispute arising out of or in connection with this Agreement that is not resolved mutually between the Bank and the Customer shall be submitted to the Courts of Kenya.
16. I&M Bank Limited is regulated by the Central Bank of Kenya.