

Date
Day Month Year

Guaranty Trust Bank (Kenya) Ltd

Company Name: _____

Office Telephone: _____ Web Address: _____

Account Information

Account No.: _____ e-mail address: _____

Account /Sub Accounts to be profiled : All Accounts Select Account
(List accounts or related account(s) and companies to be activated for single profile user below)

Account Name: _____ Account No.: _____

Account Name: _____ Account No.: _____

Account Name: _____ Account No.: _____

Account Name: _____ Account No.: _____

Account Name: _____ Account No.: _____

User Roles & Functions

Please nominate the users for the following functions on your company profile:

User Code	Users	Responsibilities	Basic Functions
ADMIN (Compulsory)	System Administrator	<ul style="list-style-type: none"> Represents the I.T departments Responsible for user-friendly activity on the software access and audit trail. Responsible for setting file type and format on GAPS 	<ul style="list-style-type: none"> Setup file type and format Login Trail & User Activity Password Reset Enable and disable user
UPL (Compulsory)	Uploader	<ul style="list-style-type: none"> Represents the Accounts/Finance/Treasury/ Human Resources. Initiates all transactions and file upload Review batch status Review reports and account balance 	<ul style="list-style-type: none"> Setup file type and format Initiate and submit all transactions Upload all payment files View batch status Account to debit Account statement & balance enquiry PMT Report Exception Report Own account transfer
REV	Reviewer	<ul style="list-style-type: none"> Represents the Accounts/Finance/Treasury/ Human Resources. 1st level review and authorization Positioned between the Uploader and final approver	<ul style="list-style-type: none"> View batch status & payment records Account Statement & Balance Enquiry Account to debit Payment and exception report
APP (Compulsory)	Approver	<ul style="list-style-type: none"> Must be authorized signatories of the bank account Structure may be sequential (A → B → C) or non -sequential (Any to sign, either to sign, two to sign, e.t.c)	<ul style="list-style-type: none"> View batch status & payment records Approve transactions Account Statement & Balance Enquiry Account to debit Transaction track
VIEW	Viewer	<ul style="list-style-type: none"> Represents the Accounts/Treasury/Audit/Control Review end of day activities 	<ul style="list-style-type: none"> View login trail and user activity View batch status & exception report Payment reports

User Contact Information

Kindly provide the details for each user and select role below:

First/Last Name (Compulsory)	User Role Code (Compulsory)	Approval Limit (Compulsory)	E-mail Address (Compulsory)	Mobile Number (Compulsory)	Token ID (To be completed by Account Officers / CSO)

Approval Information

Please note the users shall not be set up until the board resolution authorising persons to act in the stated capacity is submitted to the bank.

A) Name _____ Signature & Date _____

B) Name _____ Signature & Date _____

C) Name _____ Signature & Date _____

D) Name _____ Signature & Date _____

For Official Use

Signature Verification: _____
SV Stamp/Name

Token ID Status: New Existing

Treated by _____
(Name/Signature)

Approved by: _____
(Name/Signature)

TERMS AND CONDITIONS

TERMS AND CONDITIONS GOVERNING THE USE OF GUARANTY TRUST BANK (KENYA) LIMITED'S INTERNET BANKING SERVICE

THE CUSTOMER MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICE. BY REGISTERING TO USE THE SERVICES, THE CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED TO BE BOUND BY ALL THESE TERMS AND CONDITIONS.

1. About these Terms and Conditions

- 1.1. These terms and conditions apply to Guaranty Trust Bank (Kenya) Limited Internet Banking Service (the "Service"). These terms and conditions operate in conjunction with the terms and conditions applicable to the Account(s) the Customer accesses using the Services including, but not limited to the Bank's General Terms and Conditions.
- 1.2. Please read these terms and conditions before using the Service. In case of any queries, please contact the Bank through any of its Branches or call + 254 20 3284000 or +254 703 084000 on any Banking Day during normal business working hours.

2. Definitions and Interpretation

2.1. In these terms and conditions unless the context otherwise requires:

- a) "**Agreement**" means the terms and conditions contained herein, together with all appendices, annexures and schedules attached hereto;
- b) "**Bank**" means Guaranty Trust Bank (Kenya) Limited, incorporated under the Companies Act (Chapter 486 of Laws of Kenya) and licensed to carry on banking business under the Banking Act (Chapter 488 of the Laws of Kenya) in the Republic of Kenya and includes such Branch or Bank Subsidiaries of the Bank as may from time to time be specified by the Bank of the Customer;
- c) "**Banking Day**" means a day on which the counters of the Branch and/or Bank Subsidiary (as applicable) are open for the transaction of ordinary business;
- d) "**Bank Subsidiary**" means the subsidiary or subsidiaries of the Bank which may from time to time be specified by the Bank to the Customer;
- e) "**Branch**" means a branch or branches of the Bank which may from time to time be specified by the Bank to the Customer;
- f) "**Bank Account**" means the Customer's current and savings deposit account(s), current overdraft facility account(s) and term and call deposit accounts (as the case may be) with the Bank;
- g) "**Customer**" means the Bank's customer who operates an active Bank account;
- h) "**Customer Group**" means the Customer and where the Customer is a company; its holding company (if any) and their respective subsidiaries from time to time;
- i) "**Corporate Administrator**" means the person appointed by the account signatories of a Bank Account held by a Corporate Customer, to create other internet banking operators.
- j) "**Corporate User/Maker**" means an internet banking operator with system rights to create or initiate new instructions (payments and other requests) through GAPS as created by a Corporate Administrator.
- k) "**Corporate Dual User**" means the internet banking operator with rights to both create and authorize instructions (payments and requests) through GAPS, as created by a Corporate Administrator.
- l) "**Corporate Authoriser/Checker**" means the internet banking user with rights for authorizing instructions created by Corporate Maker through GAPS, as created by a Corporate Administrator.
- m) "**Deposit Account**" means a Bank Account with an available credit balance;
- n) "**General Terms and Conditions**" means the Bank's general terms and conditions signed by the Customer at the time the Customer opens a Bank Account;
- o) "**Nominated User/s**" means the representative or representatives of the Customer authorized by the Customer to hold and change the Password and hence to access GAPS and Service on behalf of the Customer;
- p) "**Password**" means the secret password known only to the Customer or the Customer's Nominated User/s for the access to GAPS. The Customer or its Nominated User/s may change the Password at will;
- q) "**Request**" means a request or instruction received by the Bank from the Customer or purportedly from the Customer through GAPS and upon which the Bank, by virtue or clause 6.1, is authorized to act on;
- r) "**Service**" means such of the internet banking services availed to the Customer through GAPS as the Customer may from time to time apply for;
- s) "**GAPS**" means Guaranty Trust Bank (Kenya) Limited Automated Payment System which is the internet banking and communications software provided by the Bank enabling the Customer to communicate with the Bank for the purpose of the Service. GAPS and the Service will for the purpose of these terms and conditions be accessed through the internet via the Bank's website, www.gtbank.co.ke;
- t) "**Application**" means the application for the Service by a Customer;
- u) "**User ID**" means a unique identifier of the Nominated User/s in the GAPS; and
- v) "**Corporate ID**" means a unique identifier of the Customer in GAPS and typically, it is the Corporate Customer's Customer Identification File (CIF) as recorded in the Bank's core banking system;

2.2. In these terms and conditions:

- a. Words in the singular shall include the plural and vice versa and words importing any gender shall include all other genders;
- b. Reference to the Bank shall where the context so admits include its successors and assigns.
- c. The Customer agrees that the terms and conditions set out hereunder shall apply to the use of the Service, as provided by the Bank to the Customer.
- d. The Customer further agrees to accept and abide by such terms and conditions as may be amended by the Bank from time to time.

3. Applications by Customer

- 3.1. In consideration of the Customer paying to the Bank the fees and charges as provided in clause 9 below, the Bank shall provide to the Customer with the Service subject to and in accordance with these terms and conditions.
- 3.2. The Customer will apply for the Service by completing an Application form provided by the Bank. The Application shall be subject to the Bank's approval.
- 3.3. Once the Bank has approved the Application and the Customer has been maintained as an authorized user of the Service, the Bank will provide the Customer with unique Corporate ID and a Password, which Corporate ID and a Password will only be to the Customer and which Corporate ID and a Password the Customer will use to access GAPS, and then only shall the Customer be afforded use of the Service.
- 3.4. The Customer's Application for and use of the Service shall be subject to these terms and conditions and any personal or business transaction, term, call and overdraft accounts agreements between the Bank and Customer and shall be additional to and read together with the Bank's General Terms and Conditions signed by the Customer. Where there is any conflict between these terms and conditions and the Bank's General Terms and Conditions, these terms and conditions shall apply.

4. Nominated User/s

- 4.1. The signatories to the Customer's Bank Account shall nominate a Corporate Administrator thus granting him the rights to create other Internet banking operators i.e. the makers and checkers
- 4.2. The Corporate Administrator will be responsible for creating other Internet Banking operators (Corporate users/Maker, Dual User, Authoriser/Checker) and assigning them limits, as per approved authorization matrix by account signatories.
- 4.3. Any instructions coming through internet banking through maker checker mandate as set-up by Corporate Administrator as per clause 4.2 above will be considered to have come through the account signatories as per operating mandate of the account.

5. Customer's Facilities and Customer's Responsibilities

- 5.1. The Customer shall at its own expense provide and maintain in safe and efficient operating order such hardware, software and other facilities (including access to any public telecommunications systems) and any communications network (collectively "the Facilities") necessary for the purpose of accessing GAPS and the Service.
- 5.2. The Customer shall be responsible for ensuring proper performance of the Facilities including any losses or delays that may be caused by the Facilities. The Bank shall neither be responsible nor liable for any errors or failures caused by any malfunction of the Facilities nor shall the Bank be responsible or liable for any computer virus or related problems that may be associated with the use of GAPS, the Service and the Facilities. The Customer shall be responsible for charges due to any service provider providing the Customer with connection to the internet banking services and the Bank shall not be responsible or liable for losses or delays caused by any such service provider.
- 5.3. The Customer shall obtain all licences and consents necessary to have access to and use of GAPS and shall ensure that all persons it allows to have access to GAPS shall comply with all laws and regulations applicable to the use of GAPS and shall follow all instructions, procedures and terms contained in this document and any document provided by the Bank concerning the use of GAPS and Service.
- 5.4. The Customer shall prevent any unauthorized access to or use of GAPS and Service by keeping its Corporate ID and Password secret at all times. The Customers shall ensure that its Corporate ID and Password do not become known or come into possession of any unauthorized person. The Customers shall also ensure that its Nominated User/s maintain his/her/their User ID/s and Password/s secret at all times.
- 5.5. The Customer shall take all reasonable and necessary precautions to detect any unauthorized use of GAPS and Service. To that end, the Customer shall ensure that all communications from the Bank are examined and checked by or on behalf of the Customer as soon as practicable after receipt by the Customer in such a way that any unauthorized use of and access to GAPS will be detected.
- 5.6. The Customer shall immediately inform the Bank by telephone with a written confirmation sent the same day in the event that:
 - 5.6.1. The Customer has reason to believe that any Password used by the Customer or any of its Nominated User/s to gain access to the Service and to communicate with the Bank is or may be known to any person not authorized to know the same and/or been compromised; and/or
 - 5.6.2. The Customer has reason to believe that unauthorized use of the Service has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- 5.7. The Customer shall not send or attempt to send any Request to the Bank through GAPS if the Customer has reason to believe that for any reason such Request may not be received by the Bank or may not be received accurately and intelligibly.
- 5.8. 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 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 Application 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.
- 5.9. The Customer shall not at any time operate or use the Service in any manner that may be prejudicial to the Bank.
- 5.10. 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 fee applicable to the Service from time to time.

6. Irrevocable Authority of the Bank

- 6.1. 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 GAPS 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 in its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.
- 6.2. The Bank shall be entitled to accept and to act upon any Request, even if the 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.
- 6.3. 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, or any Bank Subsidiary located in any jurisdiction where it is not a Banking Day at the relevant time when such access, action or information is required or would cause a breach of any existing mandate facility limit or agreement between the Bank, the Branch and/or Bank Subsidiary (as applicable) and the Customer. In the event that the Bank does accept or act upon any such Request, the Customer shall remain liable thereof.
- 6.4. In the event of any conflict between any terms of any Request from the Customer and the terms and conditions of these terms and conditions, the terms and conditions contained herein shall prevail. These terms and conditions and all authorizations and other procedures agreed under these terms and conditions supplement any general terms and any mandates, which apply to the Customer's Bank Accounts with the Bank.

7. Limits of Internet Banking Transactions

- 7.1 The Customer may transfer or effect a payment for any amount as long as the transaction does not cause the balance in the Deposit Account to be less than zero unless the Customer has either an approved overdraft facility for the affected Deposit Account or a term Deposit Account pledged with the Bank to cover excesses that may arise in the affected Deposit Account from time to time in which case the two accounts are linked in GAPS for that purpose.
- 7.2 If the Customer has an approved overdraft facility or term Deposit Account linked to the payment Deposit Account, the transfers and/or electronic bill payments using the Service should not exceed the approved overdraft facility or the pledge term Deposit Account.

8. Records of Transactions and Customer Rights to this Information

- 8.1 All activities performed by the Customer through its Nominates User/s once allowed access into GAPS will be logged until the Customer ends a session. The Bank shall maintain copies of all Requests received from the Customer in electronic form. In addition, any hard copies of documentation prepared by the Bank in the process of effecting a transaction as per the Customer's Requests will be maintained. As between the Customer and the Bank, the Bank's copy records shall be conclusive evidence of the fact of receipt or non-receipt of a Request and of the contents of such Request.
- 8.2 The Customer will be entitled to a monthly statement covering all the Service transactions (hereinafter "the Monthly Statement"). The Customer will also get a reference number upon successful completion of each transfer or electronic bill payment, except for recurring or standing Requests for payments/transfers. A copy of any documentation including the Monthly Statements provided to the Customer by the Bank which indicates that a transaction was effected through the Service shall be conclusive evidence of such a transaction and shall constitute prima facie proof that such a payment was made with the Customer's authority.
- 8.3 The Customer shall be deemed to have accepted and shall not subsequently challenge or object to any of the transactions contained in the Monthly Statement if the Customer fails to object to the Monthly Statement in writing within thirty (30) days from the date the Monthly Statement was sent or deemed to have been sent to the Customer by the Bank.

9. Charges

- 9.1 The Customer shall pay to the Bank an initial set up fee and a monthly Application fee for the Service in addition to transaction charges applicable to various transaction types as advised by the Bank from time to time. The Bank may in its sole discretion revise these charges and fees, provided that the Bank gives the Customer thirty (30) days' notice of such revision.
- 9.2 The Customer shall pay any tax chargeable upon 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.
- 9.3 The Bank is hereby irrevocably authorized from time to time to debit any amounts payable by the Customer under the provisions of clauses 9.1 and/or 9.2 to any account in any currency maintained by the Bank, the Branch and/or the Bank Subsidiaries (as applicable) in the name of the Customer. In addition to the fees payable under these terms and conditions, the charges and fees applicable to the Customer's Bank Account will apply.

10. Exclusion of Liability

10.1 Circumstance not within the Bank's control

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 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 GAPS, terrorist or any enemy action, equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications systems.

10.2 Electronic Bill Payments and Transfer of Funds

- (a) The Bank will not be liable for any losses 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. If the Customer does not have enough funds in the Deposit Account;
 - ii. If the payment or transfer would result in the Customer's approved overdraft facility limit being exceeded;
 - iii. If 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 counter-party) by the time it is due;
 - iv. If GAPS or the Customer's Facilities were not working properly;
 - v. If circumstances beyond the Bank's control including those specified in clause 10.1 above prevent the Bank from making a payment or transfer;
 - vi. If the money in the Customer's account is subject to legal process court order or other encumbrance restricting the payment or transfer;
 - vii. If the Customer does not give proper or complete instructions for the payment or transfer or the Customer does not follow the procedures in this or other applicable agreement with the Bank for requesting a payment or a transfer;
 - viii. If the Bank has reason to believe that the Customer or someone else is using the Service for fraudulent or illegal purposes;
 - ix. If a 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;
 - x. If the payment or transfer request is in contradiction or conflict with other existing account agreements with the Customer;
- (b) If the Bank makes a timely payment or transfer but the payee nevertheless fails to credit the Customer's payment promptly after receipt, the Bank shall not be liable for any loss or damage suffered by the Customer as a result of such failure on the part of the payee.

10.3 Indemnity

- (a) 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 (a), (b) and/or (c) of clause 10.1 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.
- (b) The Customer shall indemnify and keep indemnified the Bank against any and all losses, damages, actions, judgments, liabilities, expenses, costs, settlements or claims sustained by the Bank in connection with the Service, whether directly or indirectly, unless such losses, damages, actions judgments, liabilities, expenses costs or claims, arose as a direct consequence of the gross negligence or willful misconduct of the Bank or any of its employees.
- (c) Without prejudice to clause 10.3 (b), above, 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.
 - 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 by 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.

- 10.4 If for any reason other than a reason mentioned in clause 10.1 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 internet facilities.
- 10.5 Save as provided in clause 10.4, the Bank shall not be liable to the Customer for any interference with or unavailability of the Service, howsoever caused.
- 10.6 Under no circumstances shall the Bank be liable to the Customer for any loss of profit, revenue or anticipated savings or for any indirect or consequential loss of whatever kind, howsoever caused, arising out of or in connection with the Service.
- 10.7 Except in respect of death or personal injury caused by the negligence of the Bank, the Bank shall be under no liability for any claim whatsoever in respect of any terms or conditions contained herein or the performance thereof of any transaction(s) effected by the Bank in response to any Request unless the Bank has received notice in writing of any such claim from the Customer:

- a) In the case of any claim relating to a transaction, within thirty (30) days from the date of the alleged transaction on which such claim is based; and
- b) In all other cases within ninety (90) days of the date of the alleged action or inaction by the Bank on which such claim is based.

10.8 To the extent permitted by law, the Bank:

- a) Disclaims all warranties with respect to GAPS and Service either expresses 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.
- b) Makes no warranty that GAPS 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.

11. Amendments

- 11.1 The Bank may vary 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 but any variation whether notified or not shall be binding on the Customer.

12. Termination

- 12.1 Notwithstanding anything contained in these terms and conditions, the Application may be terminated at any time by either party giving the other one calendar months' notice, PROVIDED that the Bank shall be entitled to terminate the Application unilaterally at any time without notice to the Customer upon the occurrence of any of the following events: (i) any change in any law or the application thereof that shall prevent the Bank from performing its obligations under this Agreement; or (ii) if the Customer is declared or acknowledges that it is insolvent or otherwise unable to pay its debts as they become due or upon the filing of any proceeding (whether voluntary or involuntary) for bankruptcy, insolvency, winding-up or other relief from creditors on the part of the Customer. The Bank may also unilaterally terminate the Application in the event that the Customer's Bank Account does not have sufficient available balances for the Bank to debit the applicable charges for the Application
- 12.2 If the Customer terminates the Application, the Bank may continue 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.
- 12.3 The termination of this Application shall not, in itself, terminate or affect the relationship of Banker and Customer between the Bank and the Customer.
- 12.4 Clauses 10, 13.3, 13.6, 14 and 17 shall survive termination of the Application.

13. General Provisions

- 13.1 The Customer shall not assign any benefit or any rights arising hereunder.
- 13.2 No waiver by the Bank of any breach by the Customer of any of the terms and conditions hereof shall be effective unless it is an express waiver in writing of such breach. No waiver of any such breach shall waive any subsequent breach by the Customer.
- 13.3 The Customer acknowledges:
- a) That it has not relied any representation, warranty, promises, statement or opinion or other inducement made or given by or on behalf of or purportedly by or on behalf of the Bank in deciding to; and that
- b) No person has or has authority on behalf of the Bank whether before, on or after the Application to make or give any such representation, warranty, promise, statement or opinion or other inducement to the Customer or to enter into any collateral or side agreement of any kind with the Customer in connection with the Service.
- 13.4 The terms and conditions hereof supersede all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. 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 arise if any Request from the Customer hereunder is acted upon by the Bank.
- 13.5 If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of these terms and conditions.
- 13.6 Any notice required to be given in writing under these terms and conditions shall be sufficiently served if sent by registered post, stamped and properly addressed;
- a) To the Manager of the Branch or of the Bank at the following postal address: Guaranty Trust Bank (Kenya) Limited, P.O. Box 20613 – 00200 Nairobi, if to be served on the Bank; or
- b) To the Customer at the address of the Customer as per the Bank's records. Service of the notice shall be deemed to have been served five banking days after posting.

14. Confidentiality & Disclosure

- 14.1 The Customer undertakes to maintain strict confidentiality of its Corporate User ID and Password and hereby procures that it shall ensure that its Nominated User/s maintain strict confidentiality his/her/their User ID/s and Password/s. The Customer hereby also undertakes to maintain strict confidentiality of 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 subcontractors of the provisions of this clause and to impose this confidentiality requirement on its agents, employees and /or sub-contractors entering into separate agreements, if necessary. The Customer shall be fully liable to the Bank for any breach of the provisions of this clause by itself, its employees, agents and/or sub-contractors including its Nominated User/s.
- 14.2 The Customer hereby agrees that if necessary for the provision of the Service, the Bank may disclose information about the Customer to any member of the Bank Group or the Customer Group.
- 14.3 The Customer also hereby agrees that the Bank may disclose information of the Customer to third parties' in the following circumstances:-
- a) Where such disclosure is necessary in order for the Bank to act on a Request;
- b) In order to comply with any law regulation or court order. If the Bank has to obey an order for information from an authorized government body, or regulatory authority the Bank shall, to the extent required by law, notify the Customer before giving out the information;
- c) Disclosure to the Bank's agents sub-contractors auditors attorney and other professional service providers to the extent required in the normal course of their duties;
- d) Disclosure to a licensed credit reference agency the services of whom the Bank may apply to;
- e) If it involves a claim by or against the Bank in respect of an item deposited or drawn against the Customer's account;
- f) If the Customer authorizes the disclosure;

15. Intellectual Property

- 15.1 The Customer acknowledges that the intellectual property rights in GAPS (and any amendments or enhancements thereto from time to time) all associated documents that the Bank provides to the Customer through GAPS or otherwise are vested either in the Bank or in the other persons from whom the Bank has a right to use and to sub license GAPS and/or the said documentation. The Customer shall not infringe any such intellectual property rights.
- 15.2 The Customer shall not duplicate, reproduce or in any way tamper with GAPAS and associated documentation without the prior written consent of the Bank.

16. Protection from Third Parties

- 16.1 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.
- 16.2 Customer's obligations under this section shall survive termination of the Application.

17. Relationship

- 17 Nothing in these terms and conditions shall create any agency, fiduciary, joint venture or partnership relationship between Customer and the Bank.

18. Headings

- 18.1 The headings contained in these terms and conditions are for convenience of reference only, and shall not be deemed to be a part of these terms and conditions neither be referred to in connection with the interpretation of these terms and conditions.

19. Severability

- 19.1 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.
- 19.2 If there are two or more persons comprised in the expression "the Customer" then the undertakings and liabilities of the Customer under these terms and conditions shall be joint and several. Reference herein to the "Customer" shall mean any or more of them.
- 19.3 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.

20. Governing Law

- 20.1 The terms and conditions shall be governed by and shall be construed according to the laws of Kenya.
- 20.2 The Bank and Customer hereby submit to the non-exclusive jurisdiction of the Courts of Kenya and the Bank shall be at liberty to enforce a judgment anywhere in any jurisdiction where the Customer carries on business or has any assets.

Memorandum of Acceptance

Acceptance

I/We, being the directors/authorised signatories of _____ hereby agree that we have read and fully understood the terms and conditions governing the use of Guaranty Trust Bank (Kenya) Limited's Internet Banking Service as set out herein above and I/we hereby accept and agree to abide by them.

Executed this _____ day of _____
(date) / (month) (year)

Option I

(In case of partnership, club, society, association, and NGO all authorised signatories as per the account mandate should execute below:

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

Option II

(In case of a limited liability company)

The common seal of the Customer is hereunto affixed in the presence of:

Director:
Name: _____

Signature: _____

Director/Company Secretary

Name: _____

Signature: _____

Affix common seal

