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Ardhi Sacco Society Ltd

Ardhi Kwa Ustawi

Ardhi SACCO LTD.MOBILE BANKING APPLICATION FORM (PLEASE COMPLETE THE DETAILS IN CAPITAL LETTERS)

Member's Application Details

Name.....

Applicant's ID/ Passport No. (MUST ATTACH COPY OF ID / PASSPORT)

Membership:p/no.....ministry/dept.....

Postal Address: E-mail:

Mobile Banking Number to be registered on M-Banking (MPESA REGISTERED NUMBER)

MAXIMUM AMOUNT PAYABLE THROUGH THIS METHOD IS KSHS 20,000.00

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Your Mobile banking PIN will be sent to your mobile phone once your application is approved and upon subscription.

Declaration by the applicant:

I authorize Ardhi Sacco to issue me with Mobile credentials and warrant that the information given above is true and complete. I authorize the Society to make any necessary enquiries in connection with the application. I accept and agree to be bound by the conditions of use (as amended from time to time).

I agree that I am liable for all charges incurred through the use of this service. I hereby indemnify Ardhi Sacco against all losses that they incur as a result of my use of the facility. I understand that Ardhi Sacco reserves the right to decline the application without giving reasons to the extent permitted by law.

[N.B. CONFIRM YOUR PHONE NUMBER BEFORE SIGNING THIS FORM]

Applicant's Signature: Date:

For Official Use:

Input by: Signature: Date:

Verified by: Signature: Date:

Approved by: Signature: Date:



Ardhi Sacco Ltd. Mobile Banking

Terms and Conditions

1. Definition:

In these Terms and Conditions, the following terms shall have the following meanings:

'Facility' means the Mobile Banking facility granted by the Sacco to the holder(s) of Ardhi Sacco account or services as determined by the Sacco from time to time.

'Sacco' means any branch of Ardhi Sacco in Kenya with which the Customer's Account is maintained.

'Customer' means the person who holds an Account with the Sacco.

'MSP' means any mobile service provider through whom the Customer or the Sacco receives the mobile service as notified by the Sacco.

'Service Providers' definition includes but is not limited to MSPs, organizations or individuals whose services the Sacco uses in relation to mobile banking Services in any capacity.

'PIN' means the 4 digit number as provided to the Customer by the Sacco for authentication/verification by Sacco of his/her identity. The customer will be able to obtain a range of financial information as determined by the Sacco 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 serving/text (SMS) over the Customer's mobile phone, email, fax, or any other modes of communication in relation to PESA PEPE Service access.

2. Availability

2.1 The customer has requested for this Facility which the Sacco at its sole discretion may discontinue at any time without any prior notice.

2.2 The Sacco may wherever feasible extend the Facility to other MSPs from time to time

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

2.4 The Sacco also reserves the right to make any additions or deletions in the services offered through the Facility at anytime.

2.5 The customer shall inform the Sacco immediately on surrendering or discontinuing use of the MSPs mobile connection.

3. Process

3.1 The Customer is duly bound to acquaint himself with the detailed process for using the Facility and the Sacco is not responsible for any errors/omissions by the Customer.

3.2 The Sacco may, at its discretion, from time to time change the features of PESA PEPE Services /facilities. The Customer will be solely responsible for keeping himself updated of the available services, which shall, on best-efforts basis, be notified by the Sacco through notices, website or any other legally recognized medium of communication.

3.3 The Sacco is not bound to acknowledge receipt of any query instructions nor shall the Sacco be held responsible to verify any instructions. The Sacco shall endeavor to provide instructions on a best effort basis and wherever operationally possible for the Sacco.

3.4 The Customer is solely responsible for initiating in writing to the Sacco any change in his mobile phone number and the Sacco will not be liable for sending Alerts or other information over the Customer's mobile phone number in any way whatsoever.

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

3.6 The Sacco shall endeavor to provide the Facility on a best effort basis and the Customer shall not hold the Sacco or its Partner(s) responsible /liable for non-availability of the Facility or any loss or damage caused to the Customer as a result of use of the facility (including relying on the Alerts for the Customer's investment or business purposes). The Sacco or its Service Providers shall not be held liable in any manner by the Customer in connection with the use of the Facility.

3.7 The Customer accepts that each Alert may contain certain Account(s) information relating to the Customer. The Customer authorizes the Sacco to send Account related information, though not specifically requested, if the Sacco deems that the same is relevant.

3.8 The Customer must keep their PESA PEPE Services Mobile Banking Personal Identification Number (PIN) secret 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 any unauthorized use of his/her mobile Banking PIN.

3.9 The Customer must keep his/her 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 he/she fails to adhere to the above and /or in case any unauthorized use of his/her mobile phone or SIM card.

3.10 By agreeing to the Terms and Conditions of Mobile Banking, the Customer accepts the option to use the enhanced options, as and when they are made available by the Sacco, which may include but not limited to making bill payments, transferring from one Account to another. Upon the Sacco offering the enhanced options, the Customer shall be advised the fees charged for various options available. Such alerts shall be charged on a per transaction basis or otherwise as determined by the Sacco.

4. Additional and Withdrawal or Termination of Facility

4.1 The Sacco reserves the right to introduce additional services with or without giving any notice to the customer. The Sacco reserves the right to send messages



to the registered Mobile phones regarding its products, services or any related matter, without the express consent of the customer.

4.2 The Sacco may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Sacco may, without prior notice, suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Facility.

4.3 Notwithstanding the terms laid down in clause 4.2 above, either the Customer or the Sacco may, for any reason whatsoever terminate this agreement at any time upon prior written notice. Liabilities incurred by the Customer shall, however survives the termination of this agreement.

5. Fees

5.1 The Sacco may at any time, at its sole discretion, charge a fee for use of any facility, under a notice to the Customer through any medium available.

5.2 The Customer shall pay the Sacco fees and charges for the use of the services. In this connection, the Sacco is hereby authorized by the customer to debit any of the Customers' Accounts with the Sacco.

5.3 The Customer shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with using PESA PEPE Services, which may be levied by the MSP as per the terms and conditions of the MSP and the Sacco is in no way concerned with the same.

6. Disclaimer

6.1 The Sacco or its employee/contractual staff will not be liable for: (a) any unauthorized use of Customers PIN; (b) mobile Phone number/instrument or unauthorized access to emails received at his notified email address for any fraudulent, duplicate or erroneous instruments given by use of the same; (c) acting in good faith on any instructions received by the Sacco; (d) error, default, delay or inability of the Sacco to act on all or any of the instructions; (e) loss of any information/instruction/Alerts in transmission; (f) unauthorized access by any other person to any information/ instructions given by the Customer or breach of confidentiality.

6.2 The Sacco 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 service provided by the MSP or guarantee for timely delivery of the contents of each PESA PEPE Services.

6.3 The Sacco shall not be held liable for any disruption or failure of providing mobile telecommunication services by MSP. The customer agrees that any complaint in connections with the failure of mobile telecommunication services shall be referred to and addressed by the MSP.

6.4 All responsibility of use of Facility by secondary cardholder/Joint account holder shall be binding on all joint account holders.

7. Disclosure

The Customer accepts that all information/instructions will be transmitted to and/or stored at various locations and be accessed by personnel of the Sacco (and its affiliates). The Sacco is authorized to provide any information or details relating to the Customer or his Account to the MSPs and/or any other service providers.

8. Liability and Indemnity

The Customer shall indemnify and keep the Sacco and its Service provider(s) free from and against all liabilities, loss, 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. In addition, the Sacco shall not be liable for any expense, claim, loss or damage arising out or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures.

9. Amendments

The Customer hereby, agrees to abide by, without need of notice and express consent, any and all future modifications, innovations, amendments or alterations to these terms and conditions.

10. Laws and jurisdiction

This agreement shall be governed and fall under jurisdiction of the laws of Kenya.

All disputes or differences whatsoever which shall arise any time hereafter whether during the continuance of the Agreement in the first instance the parties shall endeavor to settle such matter amicably failing which the matter shall be referred to single arbitrator which shall be appointed by the parties from CAK This shall be done in accordance with and subject to the provisions of Arbitration Act or any statutory modification or re-enactment thereof for the time being in force.

CUSTOMER ACCEPTANCE - TERMS AND CONDITIONS

I (the 'Customer') confirm having read and fully understood the Terms & Conditions set out herein governing the use of PESA PEPE Services Mobile Banking services offered by Ardhi Sacco and also agree to indemnify the Sacco against any loss or claims arising out of the service. I also declare that the information provided in this document is true and accurate according to my knowledge.

Name

Signature Date