

# GENERAL TERMS AND CONDITIONS GOVERNING BANKING WITH GUARDIAN BANK LIMITED



Guardian BANK

Your Preferred Bank

In consideration of the Bank opening and/or continuing to operate the Customer account(s) with the Bank, the Customer agrees to be bound by the following terms and conditions:

## DEFINITIONS AND INTERPRETATIONS

In these terms and conditions: 'Account' means account to be opened in accordance with the instructions on the account opening form and any other account opened by the customer at any time. 'Bank' shall mean Guardian Bank Limited or any successor thereto. 'Communication' includes any correspondence, statements of accounts, advices, vouchers, notices including notice of any change or amendment to these conditions. 'Customer' shall mean any person or persons, firm, partnership or corporate body including Trusts, Societies, Associations, Receivers etc who hold an account(s) with the Bank. 'Facility' shall mean any facility, whether funded or non-funded, granted by the Bank including loans, overdrafts, bills discounting, bid bonds and guarantees. 'Non-working day' shall mean any day which is not a working day. 'Normal business Hours' shall mean such times as the Bank's branches are open for the transaction of business. 'Working-day' means any day on which the Bank is open to its Customer for normal banking business.

The singular shall include the plural and vice versa.

## APPLICATION

These terms and conditions shall apply to each and every account of whatever nature whether existing or new. The Bank may amend these terms and conditions at any time. The Bank shall notify the Customer of any amendment and the Customer shall be bound by the amendment upon communication being duly made or given.

## OPERATION OF ACCOUNTS

### 1. Authorized signatories

The Customer will give the Bank in an acceptable form instructions for the operation of the account and the specimen signature of every person authorized to operate the account including use of online banking service. Unless otherwise agreed in writing all the instructions for the operation of the account, all signatories are entitled to withdraw all or any of the Customer's available balance, property or securities held by the Bank from time to time, to open any further account in the Customer's name and to overdraw any of the Customer's accounts at the discretion of the Bank.

### 2. Transactions

a. The Customer authorizes the Bank to act on original signed instructions through online banking or documents drawn or accepted in accordance with the instructions for the operation of the account until such time as the Customer shall give the Bank written notice to the contrary.

b. The Bank may refuse to act on instructions if:

- The instruction is not clear; or
- The Bank has reason to believe that the customer did not give the instruction; or
- The Bank has reasonable grounds to believe that carrying out this instruction would violate any applicable law, regulation, or regulatory obligation.

The Bank will not be liable to the customer or any other person for any loss suffered by the customer as a result of the Bank declining to act. The Bank will notify the customer if it declines to act on the customer's instruction.

c. The customer may make any deposit or withdrawal in respect of any account of the Customer at any of the Bank's branches in Kenya subject to the production of evidence of identity satisfactory to the Bank and, to payment of any charges that may be levied by the Bank from time to time.

d. Where a deposit is made in a currency which is different from the currency of the relevant account, the Bank may convert the deposit into currency of the relevant account at the Bank's prevailing exchange rate or such other exchange rate as the Bank may reasonably apply. The Bank shall debit the customer's account with the fee for such conversion.

e. If the Customer makes payment from an account which requires notice applicable to such account, the Bank may make a charge or reduce the interest payable on the account. Such charges or reduction of interest will be set out in the Bank's tariffs or other publications issued from time to time.

f. The Bank is entitled to credit any funds received by the Bank on the Customer's behalf to the account in the name of the Customer unless the Bank receives written instructions from the Customer to the contrary.

g. Where the Bank receives several requests at approximately the same time that amount to or which exceed the available assets or the credit granted to the Customer, the Bank may honor these in whatever manner it thinks fit within the limit of the funds available.

h. Instructions received after normal business hours or on a non-working day will be processed on the next working day.

i. The Customer may only cancel Instructions if they have not been acted on. This will not apply where the Bank is Irrevocably bound to process the transaction in question. The provisions of clause 7(h) and (i) apply to stop order relating to instructions or instruments.

j. All amounts credited to an account while any facility is current shall be applied first, the Bank to reduce any interest (including compound interest) payable until the interest is paid in full. Then, and only then shall such amounts so credited be applied to reduce the earliest amount outstanding of any such facilities.

k. The Bank acts only as the Customer's collecting agent and assumes no responsibility for the realization of any items deposited with the Bank for collection.

l. Any money credited to the customer in error will be recovered from the customer and must be repaid immediately together with the applicable interest upon demand. The Bank's rights under this clause shall include:

- The right to debit any account that may have been credited with an item subsequently unpaid on collection; or
- The right to debit any account with any amount to which the Customer is not entitled to.

m. The Bank may credit the Customer with amounts paid in by third parties.

n. Cheques issued by a Customer payable in cash to a third party may only be presented for payment at the branch where the Customer's account is kept.

o. The Bank may provide an expiry period for a cheque, draft, money order, banker's cheque or other similar instrument. The Bank may decline to honour any cheque, draft, money order, banker's cheque or other similar instrument which is presented after the end of the relevant expiry period.

p. The Bank is entitled to debit the Customer's account with any amount which the Bank is at any time required to pay in respect of taxes, duties or other amounts or, or calculated by reference to, any sum received or receivable from the customer.

### 3. Exchange of Information

a. The Customer hereby expressly consents and authorises the Bank to disclose, respond, advise, exchange and communicate the details or information pertaining to the Customer's account to other Banks, financial institutions, credit card companies, or credit reference bureaux, including authorised agents, representatives, lawyers or debt collection agents for the purposes of any bonafide enquiry or collection of any data or towards recovery of any sums due and outstanding to the Bank in accordance with the Bank's privacy policy.

b. The Bank may from time to time release (without notifying the Customer) any information relating to the Customer's accounts to any statutory authority, including the Central Bank of Kenya, the

Kenya Revenue Authority, which has legal power to demand for such information and in accordance with the Bank's privacy policy.

c. The Customer acknowledges that any information released by the Bank under this clause may be used by the recipients to assess applications for credit by the Customer or any related parties, for debt tracing and for fraud prevention purposes. The Customer also acknowledges that such information being released to the recipients may affect the Customer's ability to maintain existing facilities with lenders or credit card companies. The Customer shall have no claim whatsoever against the Bank for any loss, damage, fees or expenses suffered or incurred by the Customer in relation to the release of any information by the Bank under this clause.

### 4. Use of Personal Identification Codes, Cards, security procedures or codes

a. The Customer will exercise due care and attention to ensure the safety and secrecy of any Personal Identification Numbers (PIN), codes, password to online banking services or security procedures. If the Customer makes a written record of any PIN, Code or security procedure, the Customer must make reasonable effort to disguise it and must not keep it with the card for which it is to be used.

b. If the PIN, code or password is disclosed to any unauthorized person or if the Customer's Card is stolen or online banking credentials compromised, the Customer must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. The Customer will be liable in respect of any transaction, instruction or any other debit given and acted on by the Bank prior to receipt by the Bank of notification of such loss, theft or disclosure.

### 5. Use of Automated Teller Machines, POS and Debit Cards

a. The Bank will issue the Customer with a Debit card(s) if the Customer is eligible for the service subject to payment of such tariff as the Bank may impose from time to time.

b. The card must be signed by the Customer immediately on receipt, and may only be used by the Customer subject to terms and agreements governing the card.

c. The Bank may decide at its discretion to withdraw the right to use the card, refuse to renew, replace or reissue the card or refuse any request for authorization.

d. The Customer and any joint card holders will jointly and individually be liable for all card transactions debited to the Customer's account.

e. The Bank will not be liable, responsible or accountable to the Customer in any way whatsoever for any loss, injury or damage arising from the use of a Guardian Bank Limited Debit card or any ATM machine in which a Guardian Bank Limited card can be used whether owned or operated by the Bank or any third party save where it can be demonstrated that such loss arises from any fraud perpetrated by Bank employees.

f. The Bank shall be entitled to charge the Customer for the replacement of any Card whether upon loss, destruction, expiry or otherwise.

### 6. Drawing of Cash

a. The Bank will pay cash to the Payee where the cheque is signed in the presence of the teller by an authorized signatory or authorized signatories.

b. Where a cash cheque is presented by a third party:

- The Bank may require identification and confirmation from its Customer or from a representative of the Customer before it makes the payment; and
- The cheque shall be presented at the branch where the Customer holds an account or any nearest branch location. Where cash cheques are presented by employees or other known agents of the Customer, the following steps will be taken:
- The employee or agent will be identified beforehand in a manner acceptable to the Bank;
- A limit on such drawings will be agreed in writing with the Bank, and until such limit is agreed, no drawings will be allowed under this paragraph.

c. Where the Customer requests that the payment be made under paragraph (b), the Customer shall indemnify the Bank in respect of all payments made to the presenter of the cheque whether or not the money was received by the Customer and whether or not the order for payment was in fact the order of the Customer.

### 7. Cheques

The Bank may in its absolute discretion, issue the Customer with a cheque book. If a cheque book is issued, it is the Customer's duty to:

- look after, use and keep any cheque book and cheque leaf or form securely.
- count and verify the number of cheque leaves that the cheque book is supposed to contain.
- ensure:
  - That any person preparing the cheque is authorized to do so;
  - That any cheque is prepared and signed in ink or other Indelible writing materials.
  - That the amount of any cheque and the payee's name is written as near as possible to the left of the space provided therefor and that any space left to the right after the amount of the cheque and the payee's name are written is cancelled or voided to prevent any unauthorised addition of letters or figures;
  - That any cheque and any alteration is signed by an authorized signatory/signatories;
  - That no uncompleted cheque is given to any stranger or other person;
  - That all uncompleted cheque forms are kept in safe custody at all times;
  - That the Bank is informed immediately upon discovery by the Customer that any cheque book or any cheque leaf or form has been stolen, lost or mislaid.
- The Bank may refuse payment of any cheque not drawn on the Bank's cheque form or in the manner specified by the Bank in these Terms and Conditions.
- The Bank shall not be liable in any way to the Customer for having honoured any cheque where the signature or content of the cheque has been forged if,
  - The Customer has facilitated such forgery either by failure to comply with any condition contained herein or by negligence in any other way; or
  - There has been previous forgery of any cheque belonging to the Customer and the customer failed to object to the first statement of account which debited such cheque as provided by Clause 20 hereof.
  - The forgery has been perpetrated by an employee, servant, agent or authorised signatory.
- The Bank shall not be liable in any way to the Customer for making payment before the due date of any cheque that is post-dated.

The Bank shall not be liable for any consequence which such premature honouring may have including, but not limited to, the failure by the Bank to honour any other transaction or instruction as a result of such premature honouring.

h. On receipt of a written notice from the Customer to stop payment of a cheque, the Bank will record the notice and stop the payment provided that such notice is received before the transaction sought to be stopped has occurred. The notice given by the Customer under this cause shall include full details of the cheque. The Bank will use all reasonable efforts to stop the cheque but will have no liability for any failure to do so. The Customer hereby agrees to indemnify the Bank against any loss, damages, costs (including legal costs) or demands incurred by the Bank as a result of or in connection with a stop notice on which the Bank has acted.

i. The Bank may make a charge for stopping a cheque.

### 8. Deposit of Cheques

a. Before making any withdrawal, the Customer must allow a sufficient time to elapse after making any deposit (even in cash) in order to enable the Bank to credit the account. For purposes of this sub-section sufficient time shall be deemed to be one complete working day in relation to deposits of cleared funds, and as per the effective clearing house rules (currently two clear working days) in

relation to deposits of local cheques and bankers drafts.

- b. Where any cheque or order is unpaid for any reason whatsoever (Including but not limited to physical loss), the Bank may debit the Customer with the amount previously credited (taking into account any exchange fluctuations where relevant) in respect of that cheque or order, together with interest since the date of crediting if the account thereby is overdrawn.

#### 9. Payment of interest on an Account

The Bank will only pay interest on credit balances in an account where expressly agreed. The rate of interest payable on any account may be provided by the Bank at its various branches in Kenya and the Customer accepts that this may be subject to change without notice to the Customer. Interest on any account will accrue, from day to day, or as otherwise determined by the Bank in its absolute discretion and will be credited by the Bank to the relevant account at such a time as determined by the Bank. The Bank will deduct any taxes on interest before payment is made to the customer.

#### 10. Fixed Deposit Accounts

The Bank may in its sole discretion allow premature withdrawal of fixed deposits. The Customer accepts that all such premature withdrawals will be subject to levy of such penalties and charges, as the Bank may determine, and that these may be subject to change without notice to the Customer.

#### 11. Joint Accounts

- a. Each of the individuals constituting the Customer hereby authorizes and empowers the other to endorse for deposit and to deposit with the Bank any and all cheques, notes or other instruments for the payment of money, payable and purporting to belong to either or both of them and should any such Instruments be received by the Bank without having been so endorsed then the Bank is hereby authorized to endorse any such instruments on behalf of the Customer and to credit the same to the Account.
- b. In the event of the death of any of the individuals constituting the Customer, the surviving individual(s) shall be entitled to dispose of any credit balance, security or property available to the Account and remaining unencumbered, freely without limitation.
- c. Any overdraft or other obligations incurred on the Account or otherwise shall be the joint and several liability of each and every individual constituting the Customer.

#### 12. Minor Accounts

In respect of an account(s) opened in the name of a minor the instructions for the operation of the account shall name person over the age of 18 to be the signatory and the Bank is under no obligation to act on the instructions of any person under the age of 18.

#### 13. Accounts in foreign currency

These deposits and payments are governed by the laws in effect from time to time in Kenya and are payable only at the Branch of Guardian Bank Limited where the deposits were made. Guardian Bank Limited has the sole discretion to allow withdrawal at other branches in Kenya. Subject to all laws and government regulations applicable:

- a. The Bank will credit the counter-value of the customer's holdings in foreign currencies to accounts with its correspondent bank in various countries of origin.
- b. Such accounts are in the Bank's name but are at the Customer's risk, and the Customer accepts responsibility for ensuing consequences, including but not limited to consequences of legal, fiscal or other measures affecting the accounts.
- c. Except in the case of an assignment by the Customer to the Bank, the Customer may dispose of such funds only by means of requests for cheques or transfers in the original currencies at the Bank's option. Notice periods for all withdrawals may vary according to the currency.
- d. The Bank shall have no responsibility to the customer for
- Any diminution due to taxes or imposts or depreciation in the value of funds credited to the Account, which funds, in the Bank's sole discretion, may be deposited by the Bank in the Bank's name and subject to the Bank's control with such depository as the Bank may select, or
  - The unavailability of such funds as a result of any threatened requisition, involuntary distraint of any character, exercise of military or usurped powers or other cause beyond the Bank's control.
- e. The Bank will convert foreign currency at the exchange rate available on the first working day subject to the Bank's standard charges which will be deducted from the Customer's account. The timing of debits and credits to the customer's accounts will depend on the currencies involved.
- f. The Bank will accept foreign cheques and other items on terms available upon request. Cheques payable abroad which may be received for deposit into the Customer's account may be negotiated or collected at the Customer's expense. If cheques are returned unpaid for any reason, the Bank will debit the Customer's account even if the return takes place after the Bank has advised the Customer of payment of the cheque. Negotiation and collection of cheques shall be subject to the current International Chamber of Commerce Uniform Rules for Collections.

#### 14. Borrowing from the Bank

- a. The granting, variation, renewal or continuing of any facility shall be entirely at the discretion of the Bank and subject to the provisions hereof.
- b. Where no overdraft has been agreed or the limit of an overdraft has been reached, the Bank may refuse to carry out any instructions which would result in there being an overdraft or cause the overdraft to be greater than that agreed, as the case may be. The Bank may nevertheless and in the Bank's sole discretion, carry out any Instructions received from the Customer notwithstanding that any such debiting or carrying out may cause the Customer's account to be overdrawn or an overdraft to be increased.
- c. The Bank is entitled to demand the immediate repayment with interest and commission, legal and other charges and expenses incurred in connection with any Account that is overdrawn at such rates as may be determined by the Bank at its absolute discretion.
- d. The Customer hereby authorises the Bank to make credit reference agency searches and any other inquiries in relation to any request for the grant, increase or renewal of any facility.

#### 15. Responsibilities for borrowing

- a. Individuals and sole traders are personally liable for any money owed to the bank.
- b. Joint account holders are jointly and severally liable for any money owed to the Bank unless there is an agreement between the Bank and the customer in writing to the contrary.
- c. Where an account is opened for a partnership, all partners (on a joint and several basis) shall be:
- bound by these terms and conditions.
  - liable for all debts and other liabilities owed by the Customer to the Bank from time to time, notwithstanding any change in the name of the Customer.
  - Any person who ceases to be a partner of the Customer will remain liable for all debts and other liabilities owed by the Customer to the Bank which have accrued up to and including the date that such person ceases to be a partner.
  - If there is a change in the partners of the Customer the Bank may, in the absence of written notice to the contrary, treat the remaining and/or new partners as having full power to carry on the business of the Customer, to deal with any account and to continue the Customer's use of any service.
- d. Individuals authorized to give Instructions on account of Clubs, Chattels, Churches and Societies are individually and jointly liable for money owed to the Bank, unless otherwise agreed with the Bank in writing.
- e. The signatories to a Company's or Corporations account are not personally liable for (money) owed by such company or corporation to the Bank, unless such signatory has entered into a separate agreement or guarantee to this effect with the Bank.

#### 16. Bank charges, Interest and Expenses

The Bank is entitled to charge and may debit the Customer with:

- a. Interest - unless otherwise agreed in writing, interest on overdrawn accounts, loan accounts or any other facility granted by the Bank, including additional interest, at a rate which may be different for different accounts. The interest rate charged on any account or facility shall be subject to change at the Bank's sole discretion. The Bank need not notify the Customer of any change in the rate of interest charged.
- b. Legal Charges - these shall include advocate and client costs incurred by the Bank in connection

with a Customer's accounts and dealings with the Bank and any other legal charges incurred by the Bank in connection with a Customer's accounts and dealings with the Bank.

- c. Commission - Commission at such rates and at such time or times as the Bank decides, with discretion to charge different rates for different accounts.
- d. Other Charges and Expenses - In addition to the debits authorised by (a) to (c) above, all other fees, expenses and charges including ledger fees, disbursements for cheque books, postages, cables, telephone calls, communication costs, taxes, duties, impositions and expenses and costs incurred in complying with the Customer's requests or with any court order served on the Bank. The charges and expenses recoverable under this clause shall include commissions, fees, Interest and other charges imposed by any bank or other financial institution on the Customer or on the Bank in relation to any transaction. Where applicable the Bank shall provide not less than 14 days' prior notice before implementing charges to fees, commissions, or interest rates applicable to the Customer's account(s).

#### 17. Validity of Documents

The Bank is not responsible for the authenticity, validity, regularity or value of documents including but not limited to bills of lading, delivery orders, consignment documents, receipts, warrants and insurance policies.

#### 18. Dishonoured Bills

The Bank is not liable for any loss or damage suffered by any party if any dishonoured bill is not noted or protested or both. The Bank will nevertheless endeavour to cause dishonoured bills to be noted or protested or both, provided that it receives Instructions to do so in reasonable time.

#### 19. Errors of Transmissions and Inadequate Execution of Orders

All payment orders, foreign exchange operations and sales or purchases of stocks, bonds or shares in Kenya or elsewhere, undertaken by the Bank for the account of the Customer shall be at the Customer's own expense.

#### 20. Statements

The contents of any statements of account or statement of any other nature which has been sent by the Bank to the Customer, and to which the Customer has not objected within thirty days of receipt thereof, shall be deemed approved by the Customer and shall not thereafter be challenged by the Customer on any ground whatsoever whether lack of mandate, forged or inadequate signature, endorsement, or alteration of any cheque, Instrument, voucher or other document reflected therein. The Bank shall be entitled to charge for any supplementary statements requested by a Customer.

#### 21. Complaints

The Bank is not responsible for any matter unless the Customer has made written complaint to the Bank as soon as reasonably possible and, in any event within thirty days after receipt of the statement setting out the transaction complained of.

#### 22. Communications

- a. Written communications from the Bank to the Customer shall be deemed to be duly given or made:
- When delivered, in the case of a letter delivered personally to the customer's last address; or
  - When sent by post, 5 days after the date of posting. The certificate of posting or registration slip shall be proof of posting; or
  - When sent by electronic communication:
    - If by email the communication shall be deemed to be duly given or made upon transmission of the email.
    - If by WhatsApp the communication shall be deemed to be duly given or made upon receipt of the Whatsapp message.
    - If by SMS, as in (1) above.
- b. Unless otherwise informed by the Bank in writing, communications from the Customer to the Bank shall be effective only when received by the Bank and only if the communication is expressly marked for the attention of the relevant department of the Bank.
- c. The Bank may at its sole discretion act on instructions received verbally, email or other form of electronic communication. The Bank may seek confirmation from the Customer before acting on such Instructions. The Customer acknowledges the risk in giving instructions to the Bank by such means. Provided the Bank believes that the communication is genuine and complete and in accordance with the Instructions for the operation of the Account given by the Customer, the Bank may act on such instructions and the Customer will bear the risk and will not hold the Bank liable for any losses incurred by the Customer or for other consequences of the Bank acting on such instructions.
- d. The Customer shall have no claim on the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the Customer, the Bank or any third party, by delivery, post, telegraph, telephone, e-mail or any other means of communication.

#### 23. Media Consent and Publicity

The Customer acknowledges and agrees that the Bank may, from time to time, take photographs, video or audio recordings on Bank premises or during Bank-organized events, which may include the Customer's likeness or voice. Such material may be used in Bank publications, marketing materials, social media platforms, or other public communication channels.

By participating in Bank events, the Customer grants the Bank unrestricted, use of such material for the stated purposes. If the Customer does not wish to be photographed or recorded, they should inform Bank staff or event organizers in advance.

The Bank shall use such media content in compliance with the Data Protection Act, 2019, and the Bank's privacy policy.

#### 24. Anti-Money Laundering, Proceeds of Crime and Other Offences

You declare, agree and undertake to the Bank that instructions received through the service will not breach the Central Bank of Kenya Prudential Guidelines, the Proceeds of Crime and Anti Money Laundering Act (POCAMLA). Proceeds of Crime and Anti-Money Laundering Regulations 2023 (POCAML) and any Law of the recipient's country or country of origin (Kenya). By accepting these Terms and Conditions you agree that the Bank may delay, or refuse to process any transaction without incurring any liability if the Bank suspects that:

- The transaction may breach any Law of the country or any other country;
- The transaction may directly or indirectly involve the proceeds of crime, or be applied for the purposes of, unlawful or illegal conduct. You must provide all information or documents to the Bank where the same is demanded by the Bank in order to manage money-laundering, terrorism-financing risk, economic and trade sanctions risk; or to comply with any prohibitions that may be applicable to the Bank with respect to any transaction. You also authorize the Bank to disclose any information concerning your account to any law enforcement, regulatory agency, taxation authority or court where such is required in compliance under any Law.

#### 25. Right of Lien

- a. The Bank has a general lien over all property of whatever nature (whether stocks, shares, bills, precious metals or otherwise) deposited with or held by the Bank in the name of the Customer and may hold the same as security for the payment of any indebtedness due from the Customer to the Bank (whether by way of principal, interest, commission charges or otherwise whatsoever and whether such indebtedness shall be a fluctuating balance or otherwise) without prejudice to and the same shall not be affected by any other security held by the Bank for such indebtedness. The Bank's lien shall extend to securities deposited with the Bank for safe custody or for any other purpose.
- b. Where the Customer is indebted in circumstances giving the Bank a right of set off, all securities as set out in paragraph (a) hereof are held as security for the debt.
- c. The Bank may at any time give the Customer notice in writing that if an accrued debt is not paid within a stated period being not less than 14 days after receipt by the Customer of the notice then the Bank may without further notice realize sufficient of the Customer's assets to discharge the debt.
- d. In such event, the Customer constitutes the Bank his attorney for the purpose of conducting the sale, giving title to the assets sold and all other necessary matters. Any sum remaining after such a

transaction will be held for the Customer subject to these Terms and Conditions.

e. The Bank is under no obligation in respect of any sale under sub-clause (c) other than for malafides.  
f. Without prejudice to an equitable right of consolidation, no security which now is or may hereafter be subject to any form of charge or lien in favour of or vested in the Bank shall be redeemed except on payment not only of all moneys thereby secured but also of all moneys due under any facility granted by the Bank to the customer.

#### 26. Variation and Termination of Business Relations

a. The Bank may at any time upon notice to the Customer, terminate or vary or suspend its business relationship with the Customer without assigning any reasons and in particular, but without prejudice to the generality of the foregoing, the Bank may cancel any facilities which it has granted and require repayment of outstanding debts resulting therefrom within such time as the Bank may determine.  
b. The Bank may give the Customer a new account number and/or transfer the Customer's account to another branch if the Bank closes or combines branches.  
c. Any benefit or service that the Bank provides in relation to particular accounts will end immediately the Customer's account is closed.  
d. The Customer may close the account(s) by giving prior written notice to the Bank. All cheque books, ATM cards, computer banking software and other materials provided by the Bank to the Customer remain the property of the Bank at all times and must be returned to the Bank on demand and upon closure of any account. The Customer must repay any money owed to the Bank, including amounts of any cheques, card transactions or any other payment instructions made by the Customer that have not been debited to the Customer's account.  
e. The Bank may at any time freeze any account of the Customer:  
i. at its own instance, if and so long as there is any dispute or the Bank has doubt for any reason (whether or not well founded) as to the person or persons entitled to operate the same, without any obligation to Institute Interpleader proceedings or to take any steps of its own Initiative for the determination of such dispute or doubt, or  
ii. at the instance of any court or administrative order, or otherwise in circumstances where the Bank is bound to close, freeze or suspend dealings on any of the above accounts without prior written notice to the Customer or without being liable for any breach of any duty it may owe the Customer.  
f. The Bank will not be liable to the Customer or any other person for loss suffered or incurred by the Customer or such other person as a result of the Bank's actions under this Clause. g. In relation to any dealings in respect to any of the Customer's account(s), the Bank shall not be liable for any loss resulting from transactions carried out following the customer's death, Incapacity or bankruptcy or any other analogous event or proceeding unless and until the Bank has received written notice of any such event together with such documentary evidence as the Bank may require. h. The Bank shall not be liable to the Customer for any loss, damage or delay attributable in whole or part to the action of any government or government agency or any other event outside the Bank's control including, without limitation, strikes, Industrial action, equipment failure, Interruption of powers supply.

#### 27. Waiver

No forbearance, neglect or waiver by the Bank in the enforcement of any of these terms shall prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the Bank shall be effective unless it is in writing and signed by a duly authorized Officer of the Bank. A single or partial exercise by the Bank of any right or remedy shall not prevent any further or other exercise or the exercise of any other right or remedy by the Bank.

#### 28. The Bank's Liability to the Customer

a. Subject to all other provisions of these Terms and Conditions, the Bank will be liable to the Customer for any loss, injury or damage resulting from any willful or negligent failure, delay or error in carrying out the Customer's clear and unequivocal instructions but the Bank's liability will be the lower of:  
i. The amount of such loss, Injury or damage; and  
ii. The amount of any interest not received, or any interest that the Customer has to pay as a result of such failure, delay or error.  
b. That Bank shall not be liable in any circumstances for any losses which are not direct or which it could not have been reasonably foreseen. The Bank shall not be liable for any consequential loss or loss of profits and/or reputation.  
c. The Bank shall not be liable to the customer for not acting on the Customer's instructions for any reason under condition 2(b), or if the Bank cannot carry out its responsibilities under these conditions as a result of anything that is beyond the Bank's reasonable control. These include machine failure and industrial disputes.  
d. If the Bank suffers losses, costs, or other expenses as result of any breach of this agreement by any Customer, then the Customer shall be liable for these.

#### 29. Modification of Terms and Conditions

The Bank reserves the right to modify these conditions at any time. The Customer will be notified of any such changes by circular letter and other appropriate means including notices displayed at the Bank's place of business.

#### 30. Right of Set-Off

a. The Bank may, without notice, set-off against any account or indebtedness of the Customer:  
i. Any other account whether current, loan, savings or any other type.  
ii. Any time deposit or other deposit including those held in foreign currencies, notwithstanding that the time period of the deposit has not expired. The applicable rate of exchange shall be the rate of exchange current at the day of set off or realization. The Bank accepts no liability for any loss caused by exchange fluctuations.  
b. The Bank may, upon notice to the Customer, set off his account against any other account or indebtedness in respect of which the Customer is liable, notwithstanding that some other person may also be liable in respect thereof.

#### 31. Indemnity

The customer hereby agrees to indemnify fully the Bank against all costs and expenses (including legal fees) and any loss incurred by the Bank in enforcing these terms and conditions and in the recovery of any amounts due to the Bank or Incurred by the Bank in any legal proceedings of whatever nature.

#### 32. General

a. The illegality, invalidity or unenforceability of any term is these terms and conditions shall not affect the legality, validity or enforceability of the remaining terms.  
b. These terms and conditions shall be read together with any additional terms and conditions governing any services utilised by the Customer from time to time and by which the Customer is bound.  
c. The Customer will promptly provide such Information as the Bank may reasonably request from time to time. This may include information required by the Bank as part of its 'Know Your Customer' procedures.  
d. The Bank is entitled to assume, and to rely on such assumption, that the Customer has obtained Independent legal, tax, financial and advice in relation to any account or service and the Bank does not owe any advisory, fiduciary or similar duties to the Customer.  
e. If there is an Inconsistency between these terms and conditions and the terms and conditions applicable to a specific service offered to the Customer by the Bank then the latter terms and conditions will prevail to the extent of the Inconsistency.

#### 33. Consent for the collection and processing of personal data

The Customer hereby grants express consent to the Bank to access, process, store, query, use and disseminate to relevant persons, its/her/his personal data in line with the Data Protection Act and the Bank's data privacy policy available at <https://guardian-bank.com/privacy-policy/>

#### 34. Governing Law

These terms and conditions and the account(s) shall be governed by the laws of Kenya. The Customer irrevocably submits to the non-exclusive jurisdiction of the Kenya Courts. The Bank may, however, bring any action(s) before the Courts in any other Jurisdiction.



## GUARDIAN VISA DEBIT CARD TERMS AND CONDITIONS

This document sets out the complete terms and conditions (hereinafter called "Terms and Conditions") which shall be applicable to your card (hereinafter defined) and its application and usage. By accepting and/or using the debit card, the Cardholder unconditionally accepts all the following Terms and Conditions, the onus and liability for ensuring compliance with the relevant foreign exchange laws, and generally the Laws of Kenya as applicable.

### 1. Definitions

In these Terms and Conditions the following expressions shall unless the context otherwise requires have the following meanings:

- 1.1. "Account Balance" means the amount of money held by the Bank to the credit of the Cardholder in the Bank Account and available for unconditional withdrawal or use by the Cardholder at the time the Cardholder is undertaking a transaction;
- 1.2. "Application" means the application attached herewith and which the Cardholder has completed and signed as required therein;
- 1.3. "ATM" means automated teller machine;
- 1.4. "Bank" means Guardian Bank Limited, its successors and assignees (whether immediate or derivative);
- 1.5. "Bank Account" means an account maintained by the Bank in the name of the Cardholder to which the card Transactions will be debited;
- 1.6. "Business Day" means a day (other than a Saturday, Sunday or gazetted public holiday in Kenya) on which Banking institutions are generally open for the conduct of banking business in Kenya;
- 1.7. "Card" means the GBL International Visa Debit Card issued by the Bank to the Cardholder following acceptance and approval of the application;
- 1.8. "Card Account" means any account maintained by the Bank in relation to card transaction;
- 1.9. "Cardholder" means the person completing the application and to whom a card has been issued by the Bank in accordance with the terms hereof;
- 1.10. "Card Transaction" means a transaction in which payment for goods or services is made by use of or with reference to the card;
- 1.11. "Cash Transaction" means a transaction where a Cardholder obtains legal tender in form of Kenya Shillings or legal tender in form of foreign currency by using or with reference to the card;
- 1.12. "Charges" means any fees or interest charges on the card account;
- 1.13. "Contactless payment" refers to a secure method for consumers to purchase products or services by using radio frequency identification (RFID) technology and near-field communication (NFC). This payment method works by tapping a payment card or other device near a point-of-sale terminal equipped with contactless payment technology. Contactless payment is also referred to as tap-and-go;
- 1.14. "Due Date" means the date when payment is expected as per the statement billing or as determined by the Bank pursuant to this agreement;
- 1.15. "Franchise Authority" means VISA International;
- 1.16. "Foreign Currency" means the lawful currency for the time being and from time to time of such countries as the Bank may from time to time determine as being available for use in a transaction;
- 1.17. "Kenya Shillings" "KSh." and "KShs." means the lawful currency for the time being and from time to time of the Republic of Kenya;
- 1.18. "Merchant Establishment" means an establishment such as but not limited to stores, shops, restaurants, hotels or airline organizations wherever situated and which displays a shared network partner's logo including any VISA branded logo and accepts the card for use in undertaking a transaction using its POS terminal;
- 1.19. "PIN" means the Personal Identification Number issued to the Cardholder or subsequently selected by the Cardholder where self-selection is available;
- 1.20. "POS Terminal" means a point of sale terminal installed or used at a merchant establishment capable of processing a transaction;
- 1.21. "Shared Network Partner" means any entity with which the Bank enters into an arrangement by which Cardholders of the Bank can effect transactions at ATMs and/or POS terminals owned by or affiliated to that entity;
- 1.22. "Statement" means monthly statement-listing of card transactions done within a period of 30 days;
- 1.23. "Supplementary Cardholder" means a person nominated to whom the Bank shall have issued a Card on instructions of the principle Cardholder;
- 1.24. "System" means the Bank's computer communications and other technology systems which store information about, inter alia, the Card, the Cardholder and the Bank account and which links such systems to ATMs or systems at which the card is used;
- 1.25. "Transaction Limit" means the maximum single transaction permitted on the card account as determined by the Bank in its sole discretion and notified to the Cardholder;

### 2. Acknowledgement

- 2.1 Before you sign the application form, please read these Terms and Conditions very carefully.
- 2.2 By completing and signing the application form, the Cardholder shall be deemed to have made an offer to the Bank to be issued with the card and the Cardholder shall be deemed to have agreed to be bound by and to comply fully with these Terms and Conditions.
- 2.3 This agreement binds both the Cardholder and supplementary Cardholder(s) using the Cardholder's account, who will be liable for charges as set out in the Bank's Tariff. The Cardholder shall acknowledge safe receipt of the card issued to the Cardholder by signing an acknowledgement of receipt with the Bank and shall in addition immediately sign on the signature panel of the card upon receiving the same from the Bank. The issue by the Bank of a card to the Cardholder shall constitute the Bank's acceptance of the Cardholder's offer referred to above subject to such variations and additions as the Bank may make in accepting the offer but which shall not be construed as counter-offers.

### 3. Use of Card

- 3.1 The Cardholder understands and acknowledges that the card may only be used:
  - 3.1.1 When the system is online and up and running and able to be accessed by the ATM, POS terminal or other system at which the card is used and there being sufficient funds in the Bank account to cover the amount of a transaction and shall in all cases require the use of the PIN number as a means of authenticating the transaction and confirming that the transaction is duly authorized by the Cardholder. Where for any authorised reason, the PIN/password/verification number as may be required is not required or used, the merchant shall ensure that the Cardholder signs the transaction slip as evidence of the Cardholder's authority and shall also retain a copy of the same.
    - 3.1.2 By the Cardholder;
    - 3.1.3 Subject to these Terms and Conditions;
    - 3.1.4 During the validity period embossed on the card.
    - 3.1.5 The Cardholder shall notify the Bank immediately by phone on 0703005000 and in writing via email to [visa@guardian-bank.com](mailto:visa@guardian-bank.com) within 24 hours and thereafter, deliver a signed letter to any Guardian Bank Limited branch or by registered post (P.O Box 67681-00200, Nairobi) if:
      - 3.1.5.1 The Card is lost, damaged or stolen; and
      - 3.1.5.2 The Cardholder forgets the PIN or the Cardholder suspects that a third party has come to know of the PIN.
  - 3.2 The Cardholder shall not use the card to carry out transactions of an illegal nature
  - 3.3 The Cardholder shall immediately provide such information regarding the use of the card as the Bank may from time to time reasonably demand and the Cardholder hereby gives consent to the Bank to make inquiries regarding the verification of any information that has been provided by the Cardholder in the application or otherwise as may be required. In this regard the

Cardholder warrants the complete accuracy of the information given in the application and any subsequent communication with the Bank.

3.4 The Cardholder shall bear the cost of obtaining a new card, replacing any lost or damaged card and also the cost of renewing an expired card.

3.5 The Bank may from time to time extend or limit the services available for use of the card and such services shall be offered at such cost (if any) as the Bank may from time to time decide. A 30 (thirty) days notification of such variation shall be given either in writing or publication thereof by such means as the Bank may select. A variation so notified shall be deemed binding on the Cardholder.

3.6 Contactless payment

3.6.1 The cardholder can use the contactless payment card to pay for goods and services where a contactless sign is displayed and card accepted. The Cardholder has the option to use it or not at contact-less points.

3.6.2 The use of the contactless feature is optional as the Cardholder shall be at liberty to either opt in or opt out. The Cardholder will notify the Bank in writing of the intention to opt out of its use, and the Bank shall set the limit at zero.

3.6.3 When you tap the contactless payment card on the device reader, you are giving authorization for the cost of the good(s) or service(s), to be charged to your card account.

3.6.4 You should tap only the card on the device reader you want to pay on.

3.6.5 A green screen, accompanied by a positive beep, means that the contactless payment card has been accepted and transaction processed.

3.6.6 Cardholders can make multiple purchases up to a maximum of three (3) per day, through contactless payments either as separate transactions or grouped together as long as the single value is Kes. 2000 or the total value is Kes. 6000. The Cardholder requires a chip and pin authorization as a fraud protection measure if the amount of the transaction(s) is or are above the set limits.

3.7 Features

3.7.1 Eligibility :Holders of Current accounts, Golden accounts, Chemi Chemi Personal accounts, Chemi Chemi Wananchi accounts, Chemi Chemi Corporate accounts and Guardian Bank Limited Staff accounts

3.7.2 Free SMS alerts

3.7.3 Convenience when making payments.

3.7.4 Secure-Little risk of loss.

3.7.5 24 hours access to funds.

3.7.6 Eliminates the need to carry cash or physical checks to make purchases.

3.7.7 Access to over 1300 ATMs and 6000 Agents within the Interswitch Network, over 1.9 million Visa ATMs and over 100 million merchants worldwide.

3.7.8 Zero Fees on payments (purchases).

3.7.9 Has Chip and PIN, 3D security features

#### 4. Cardholder Details

4.1 The Cardholder shall notify the Bank immediately if there is any change in the Cardholder's details such as:

4.1.1 Name;

4.1.2 Business and home telephone number;

4.1.3 email address and

4.1.4 Postal or physical residential address to which notices are normally sent.

#### 5. Safeguarding the Card and PIN

5.1 The Cardholder understands and acknowledges that the PIN shall be used to authenticate and confirm transactions as emanating and being duly authorized by the Cardholder and accordingly the Cardholder shall:

5.1.1 Not write the PIN on the card or anything usually kept with the card, even if it is disguised;

5.1.2 Not divulge the PIN to anyone including but not limited to another Cardholder, a family member or a friend;

5.1.3 Take precaution to prevent anyone else seeing the PIN number being entered in an ATM or POS terminal;

5.1.4 Commit the PIN number to memory and destroy any record thereof.

5.2 The Cardholder will exercise all care necessary to ensure the safety of the card at all times. The Cardholder will not disclose the details of the Card to any third party except in connection with and only as necessitated by a transaction or when reporting the actual loss or theft of the card.

5.3 The Cardholder shall not allow any third party to use the card whatsoever.

5.4 If the card is howsoever lost, stolen or for any other reason liable to misuse or the PIN has been disclosed to any third party other than as provided herein, the Cardholder shall immediately notify the Bank, followed within twenty four (24) hours by a confirmation thereof in writing to the Bank. Until the Bank receives the written confirmation the Cardholder will be liable in respect of any use or misuse of the lost card.

5.5 The Cardholder will give the Bank all information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the card and the Cardholder shall take all steps deemed necessary by the Bank to assist in the recovery of a lost or stolen card. In the event of any such loss, theft, misuse or disclosure of the PIN being suspected, the Bank may provide the police with any information it considers relevant and in doing so the Bank shall not be held to breach any confidentiality. If a card is reported as lost, stolen or liable to misuse that card must not subsequently be used but be cut in half and returned immediately to Bank.

#### 6. Debiting of the Bank Account

6.1 The Bank shall debit the Cardholder's Bank account with:

6.1.1 The amount of all transactions; Any amount incurred by the Bank arising from the Cardholder's use of the card;

6.1.2 Any interest and costs incurred by the Cardholder in undertaking transactions and/or otherwise due to the Bank pursuant hereto; and

6.1.3 Any other liabilities incurred by the Cardholder hereunder.

6.2 The Bank may at its sole discretion allow transactions undertaken in foreign currency provided that for the purposes of calculating the amount due from the Cardholder, any charges made by visa international on foreign currency transactions shall be converted into Kenya shillings at the exchange rate quoted by Visa and/or determined by the Bank in accordance with the usual practice adopted by the Bank in converting the foreign currency into Kenya shillings and shall be debited to the Bank account in Kenya shillings on the date of the debit.

6.3 The Bank shall be entitled at its sole and absolute discretion to charge and debit the Bank account such fees and charges with excise duty as applicable, as it may from time to time notify the Cardholder including but not limited to an initial card issuance fee, a card renewal fee, an annual fee, PIN re-issue fee and/or replacement fee, a service fee for an amount to be prescribed by the Bank from time to time for the use of the card and a charge for undertaking such transactions as may from time to time be specified by the Bank. Any failure however by the Bank to so notify the Cardholder shall not prejudice in any way howsoever the recovery by the Bank of such fees and charges from the Cardholder. If the card is utilized at ATMs belonging to shared network partners of the Bank, a service fee may be charged by the operator and/or an automated transfer network for undertaking the transaction.

#### 7. ATM Usage

7.1 The card may be utilized at any Interswitch network or VISA branded ATMs for the following transactions:

7.1.1 To effect a debit to the Bank account by withdrawal of cash, any such debit being effected immediately;

7.1.2 To display the current balance of the Bank account on the ATM, on Interswitch network;

7.1.3 To receive a mini account statement with respect to the Bank account; on Interswitch network

7.2 All withdrawals of cash from ATMs for each card shall be subject to the daily cash withdrawal

limit as notified from time to time by the Bank as well as subject to sufficient funds being held in the Bank account. The Cardholder agrees not to attempt to withdraw cash unless sufficient balance is available in the Bank account. The onus of ensuring there is adequate funds in the Bank account is entirely on the Cardholder.

7.3 The Bank may, at its discretion, reserve a certain minimum amount to be maintained in the Bank account, below which a transaction will not be allowed, even if funds are available in the Bank account to allow the transaction.

7.4 In the absence of manifest error, the Bank's records as to any transaction or its consequences shall be conclusive.

7.5 When a Cardholder completes a transaction through an ATM, the Cardholder can opt to receive a printed transaction receipt and the Cardholder is advised to retain the same as a record of a transaction undertaken at an ATM.

7.6 The Bank may from time to time enter into agreements with Shared Network Partners or with other third parties who own or operate ATMs to allow Cardholders generally to draw Kenya shillings or foreign currency from such ATMs or to transact such other business as is offered by such third parties using the said ATMs. The Cardholder hereby acknowledges and agrees that such parties may impose such fees or charges determined by them and such parties may limit or otherwise decline any liability in providing such ATMs or services through such ATMs and the Cardholder hereby acknowledges and agrees that the liability of such third parties and the liability of the Bank shall be limited or declined accordingly.

7.7 The Cardholder hereby agrees and confirms that the Agreement referred to above are not intended to create any contractual relationship between the Cardholder and such third party providers and the Cardholder hereby undertakes to indemnify and hold the Bank harmless from all and any claims, losses, costs and expenses that the Cardholder may suffer resulting whether directly or indirectly from use of such third party's ATMs.

7.8 The principle or a supplementary Cardholder(s) may use the card on an ATM overseas if they comply with exchange controls and other applicable laws in the country where they are located. If an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies associated with any applicable order or sanction of an authority, the principle or a Supplementary Cardholder may be prevented from using an ATM overseas.

#### 8. Merchant establishment usage

8.1 The card may be utilized at any merchant establishment which displays the VISA logo and accepts VISA cards for use in undertaking a card transactions.

8.2 Use of the card in merchant establishments shall be electronic only through the merchant establishment's POS terminal. Any transaction at a merchant establishment must be authenticated by the Cardholder using his PIN to complete the transaction. Once approved and completed a print out of the transaction shall be generated by the POS Terminal for the Cardholder's records. The Cardholder is also advised to check the transaction details before taking delivery of the items purchased and/or services provided and leaving the counter of the merchant establishment. Where for any authorised reason, the PIN is not required or used, the Cardholder will ensure they sign the transaction slip as evidence of the Cardholder's authority and shall also retain a copy of the same.

8.3 Once the card is used and verified and the transaction approved, the Bank account shall be debited with the full value of the transaction immediately.

8.4 The Bank shall not accept responsibility for any arrangement or negotiations the Cardholder may have with the merchant establishment. The Cardholder is also advised to notify the Bank of any grievances, complaints or disagreements with a merchant establishment immediately.

8.5 The Bank does not accept any responsibility for any surcharge levied by any merchant establishment. The Bank incurs no liability to the Cardholder if any merchant denies or fails to honor the card or if there is a dispute as to the nature, quality of any goods or service acquired from the merchant, it being acknowledged that no merchant is an agent of the Bank.

8.6 In case a Cardholder wishes to reverse a completed transaction due to an error or on account of return of merchandise by the Cardholder to the merchant establishment, the earlier sales receipts issued by the merchant establishment must be cancelled by the merchant establishment and a copy of the cancelled receipt must be retained in the Cardholder's possession. Reversal/refund of debits due to such transactions shall be made by the Bank upon receipt of an appropriate refund from the merchant establishment either directly or through the respective shared network partner's settlement process and the cancelled sales slip from the Cardholder.

8.7 If the principle or supplementary Cardholder, provides a mandate whether such comprises but is not limited to a signed coupon, subscription voucher or telephone instruction or gives the card number to make a purchase or obtain cash advance without presenting the card (such as mail order, telephone order or internet) the legal effect shall be the same as if the card was used by the Cardholder and a sales voucher or any other document or cash advance voucher was signed by the Cardholder. The Bank shall debit the card account with the full amount of all Card transactions and the Cardholder will be liable to pay the Bank all the amounts so debited whether or not such a voucher or other document is signed by the Cardholder and irrespective of any obligations as between the merchant establishment and the Cardholder.

#### 9. Refunds

The card account will only be credited with a refund in respect a card transactions if the Bank receives a refund voucher or other refund verification acceptable to it. No claim by the Cardholder against a third party may be subject of a defense or counterclaim against the Bank. No rights of the Cardholder against the Bank may be assigned or otherwise disposed of.

#### 10. Exchange rate

The Cardholder must be fully familiar and comply with all the applicable exchange control regulations when the Card is used outside the Republic of Kenya. Card transactions made in foreign currencies, will be converted to local currency at a rate charged to the Bank on conversion by Visa plus a percentage on the converted amount of the value of the foreign transaction and which percentage can vary from time to time. This rate may not be the rate in effect on the date of the transaction due to market fluctuations. Any rate imposed is final and conclusive and you bear all exchange risks, loss, commission and other costs which may be incurred as a result.

#### 11. Security

11.1 Internet transactions may not always be secure. It is the Cardholder's responsibility to ensure that any internet transaction is made from a secure site.

11.2 The Bank will not take any responsibility for any misuse of a card as a result of the Cardholder quoting their card details over the internet.

11.3 The card must NOT be used to fund any acts of terrorism, for money laundering purposes, fraud or any other illegal activities.

#### 12. Withdrawal of use of the Card

12.1 The card remains the property of the Bank at all times. On request the card must be returned immediately to the Bank. The Bank shall give a thirty (30) days' notice, to suspend the right to use the card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any card, without in any case affecting the Cardholder's obligations under this Agreement which shall continue in force.

12.2 The decision of the Bank with respect to suspension (Temporary or Permanent), withdrawal or limitation of usage including reducing transaction limits will be at the Bank's sole discretion at its own judgment.

12.3 The Cardholder shall be liable for all expenses incurred by the Bank in reclaiming a cancelled card.

#### 13. Termination

Either party to this Agreement may seek to terminate the same as follows:

13.1 The Cardholder may terminate this Agreement by giving thirty (30) days' written notice to the

- Bank but such termination, shall only be effective on the return to the Bank of all cards issued to or on behalf of the principle and supplementary Cardholders for use on the Bank account and payment of the liabilities of the Cardholder under this Agreement settled in full. Until such termination the Bank may re-issue cards from time to time for use in accordance with and subject to this Agreement without the requirement of the Cardholder signing the application afresh.
- 13.2 Notwithstanding any other provision, all indebtedness shall at the Bank's discretion and a thirty (30) days' notice being given, be immediately due and payable. The Bank may cancel this Agreement without notice in the event of:
- 13.2.1 The death of any Cardholder
- 13.2.2 Insolvency of any Cardholder or failure by the Cardholder to pay any indebtedness hereunder or any other obligation of the Cardholder.
- 13.2.3 The institution of Garnishee, criminal proceedings, bankruptcy proceedings, attachment or execution proceedings involving any Cardholder or authorized user.
- 13.2.4 A breach or default of any provision of this Agreement.
- 13.3 The Cardholder shall be liable for all legal fees and expense incurred by the Bank including the attorney's collection commission.

#### 14. Exclusion of liability

- 14.1 The Bank shall not be liable in any way if the card cannot be used due to the failure of the system or the system being unreachable or not being in operation or the use of the card not being accepted by any third party whatsoever.
- 14.2 The Bank shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of the system or of any machine data processing system or transmissions link or to industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, civil disturbances, terrorism, governmental regulations and directions, acts of God and anything outside the direct control of the Bank, its agents or sub-contractors or any other cause beyond the control of the Bank.
- 14.3 The Bank shall not be liable, responsible or accountable in any way whatsoever for any loss, injury or damage howsoever arising from the use of or reliance on the use of the card which cause is directly attributable to the Cardholder and the Cardholder agrees to indemnify the Bank against all losses, costs, charges and expenses which the Bank may suffer or incur directly or indirectly arising from such use or reliance on such use or any breach of this Agreement.
- 14.4 The Bank shall only be liable, responsible or accountable for any loss, injury or damage from the use of the Card which is directly attributable to the Bank, its employees, agents or subcontractors and expressly indicated in this Agreement.

#### 15. Your Liability

- 15.1 Except as otherwise set out in these Terms and Conditions, the Cardholder is liable for all transactions made using a card or the card number.
- 15.2 Disputed transactions  
If there is a disputed transaction involving a card, a card number and the card was delivered to you or an authorized person, you must prove that the card was not used or card information given out by you or an authorized person at the time the disputed transaction was entered into or recorded (otherwise you are liable). You are liable for any loss incurred if you act fraudulently or due to your willful misconduct.
- 15.3 You are liable for the following transactions that occur on an account linked to a security code:
- 15.3.1 Transactions carried out with your knowledge and consent;
- 15.3.2 Transactions carried out by an authorized person, unless you have informed the Bank to cancel that authorized person's card, and if relevant, you have taken all reasonable steps to have any security code issued by us, returned to us;
- 15.3.3 Transactions carried out by any other person using a card (unless you have told the Bank to cancel that card, and if relevant, you have taken all reasonable steps to have it returned to us). This includes where a transaction which is carried out by someone other than you or an authorized person with or without your knowledge and consent, and applies even if you have complied with our requirements regarding safeguarding security codes.

#### 16. Expiry date

The Card has a five (5) year expiry period.

#### 17. Restrictions on use of a Card

- 17.1 Neither you nor supplementary Cardholder(s) may use a card: for any unlawful activity (including a purchase of goods or services that is illegal or prohibited by the laws of Kenya or by the laws of the country where the purchase is made); or to pay debts incurred in connection with online gambling, wagering or betting activities conducted via internet.
- 17.2 We may refuse to approve transactions made using a card if we believe or suspect the transactions are illegal, fraudulent, dishonest or unauthorized. However, we need not determine or enquire into the purpose or legality of the transaction.
- 17.3 Overdrafts on linked account: Neither you nor supplementary Cardholder(s) may use a Card for a transaction if it would cause a linked account to be overdrawn. If the linked account is overdrawn, we may refuse to approve the transaction.

#### 18. Replacement and renewed Cards

- 18.1 If, a Card is damaged, and you or supplementary Cardholder makes a request, the Bank may issue a replacement Card. The applicable fees for card replacement shall be charged (Refer to the Bank's tariff or contact us).
- 18.2 The Bank treats any use of a replacement or renewed Card as a valid activation of the card
- 18.3 The Bank may enter into arrangements with third parties (including service providers and merchants) to offer additional services or features on your cards. If offered, these are provided on a best efforts basis only. The Bank is not liable for any loss you suffer in connection with these services or features.
- 18.4 The Cardholder may cancel a card by giving the Bank a 30 (thirty) days' notice in writing. You must immediately destroy any cancelled or expired cards.

#### 19. General

- 19.1 The card remains our property and is not transferable to another person. You must ensure that the card (and, if applicable, any software stored on it) is not defaced, damaged, bent or modified, reverse engineered or decompiled, in any way.
- 19.2 The Cardholder warrants the complete accuracy of the information given in the application and any subsequent communication with the Bank.
- 19.3 A card must be signed immediately on receipt unless otherwise not required by us. You must ensure that the signature of the authorized person on the card is the same as on the account operating authority. However, if we accept a different signature, you remain liable for the transaction.
- 19.4 We or other financial institutions may impose transaction limits on different types of transactions which may be made using a card. For details of the limits we impose, please contact us on [visa@guardian-bank.com](mailto:visa@guardian-bank.com) or call on 0703005000.
- 19.5 No failure by the Bank in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other rights or remedy.
- 19.6 Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 19.7 Any notice by the Bank hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Cardholder, if served on the Cardholder through email or sent by letter, by registered post to the Cardholder at the Cardholder's postal address stated in the application. Any such notice or demand sent through

email or by letter, by registered post shall be deemed to have been served on the addressee five (5) business days following the day of posting notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly emailed or addressed and put in the post.

- 19.8 The rights, powers and remedies conferred on the Bank by this Agreement are cumulative and are not nor are they to be construed as exclusive of any rights, powers and remedies provided by law.
- 19.9 A certificate of any officer of the Bank as to the amount of any monies or liabilities owing or incurred to the Bank by the Cardholder shall save in the case of manifest error be binding on the Cardholder and conclusive for all purposes.
- 19.10 The Bank shall have a full and unfettered right to assign the whole or any part of the benefit of this Agreement. The Cardholder shall have no such right to assign or transfer the Cardholder's rights or obligations hereunder. No rights of the Cardholder against the Bank may be assigned or otherwise disposed of.
- 19.11 The Cardholder waives any right of set-off that the Cardholder may have in respect of sums payable by the Cardholder on the Bank account or under this Agreement.
- 19.12 The Bank may disclose information about the Cardholder to any person in connection with an actual or proposed contract which relate to this Agreement. This includes disclosing information under the terms of such contract and such a contract includes the assignment and transfer of all the Bank's rights and obligations under the Agreement.
- 19.13 Where a card is issued in respect of joint account holders, the obligations of the joint account holders shall throughout be joint and several and reference herein to Cardholder shall mean and refer to each and every one of the joint account holders.
- 19.14 The Bank shall have the right to amend and vary the terms of this Agreement from time to time which shall not affect the obligations of the Cardholder to the Bank hereunder.
- 19.15 The Bank's General Terms and Conditions in undertaking banking business generally (as the same may be amended and applicable from time to time) shall be deemed incorporated herein and apply hereto as the context may require.
- 19.16 The Cardholder shall immediately notify the Manager, Card Centre, Guardian Bank Limited through a signed letter, delivered to any Guardian Bank Limited branch or registered mail to P.O Box 67681-00200, Nairobi and copy emailed to [visa@guardian-bank.com](mailto:visa@guardian-bank.com) on any change of name, telephone numbers or address. Any notice or correspondence sent by the Bank or its advocates to the Cardholder at the address last notified to the Bank by the Cardholder shall be deemed duly served.
- 19.17 The use of the card is subject to the Visa Rules and Regulations.
- 19.18 The Bank may demand at its discretion any amounts due on the card account if there is any breach of the Agreement herein by the principle or supplementary Cardholders.
- 19.19 Any other facilities or benefits made available to the Cardholders as such and not forming part of this Agreement may be withdrawn at after expiry of the 30 days' notice period.
- 19.20 The Cardholder warrants the complete accuracy of the information given upon the application for establishing the card account and any subsequent application with the Bank.
- 19.21 The Cardholder hereby gives consent to the Bank to provide information regarding the credit standing, past credit history etc of the Cardholder in response to queries by any other credit rating agency or credit issuing institution (including other credit card companies), at the Bank's discretion.
- 19.22 The Bank has shared its Data Protection Policy under <https://guardian-bank.com/privacy-policy/>

#### 20. Franchise Authority General Terms

- 20.1 The Franchise Authority's General Terms and Conditions relating to the VISA Cards (as the same may be amended and applicable from time to time) shall be deemed incorporated herein and shall be binding on both the Bank and the Cardholder.
- 20.2 As part of the Franchise Authority's General Terms and Conditions, the Bank is required to inform the Cardholder of certain matters, fees and charges levied on transactions. The fees and charges include but are not limited to card renewal fees, withdrawal charges at the Bank's and shared network partner ATMs, PIN Reprint charges, Card replacement fees and Card capture fees. This information will be contained in the Bank's tariff which is available to the Cardholder on the Bank's website-<https://guardian-bank.com>. Such information wherever set out shall be deemed incorporated herein.

#### 21. Governing Law

- 21.1 This Agreement is governed by the Laws of the Republic of Kenya.
- 21.2 The Bank and Cardholder 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 Cardholder carries on business or has any asset.

#### 22. Tariff

New Account /Issuance			Kes 500
Credit Limit			Per account balance
Renewal			Kes 500
Supplementary Card			Kes 500
Supplementary Max number of cards			2 for individuals
Issuer Optional Fee/Forex Mark Up			3.5%
ATM Fees			
	INTERSWITCH		Kes 75
	VISA	Local	Kes 200
		International	Kes 300
Card Replacement			Kes 500
PIN Re-set			Kes 200



## MOBILE BANKING TERMS AND CONDITIONS

In consideration of your agreeing to extend Mobile Banking Facility known as M-Guardian Mobile at my/our request, I/we, (to be referred to as the "customer") hereby confirm and undertake to Guardian Bank Limited (to be referred to as "the Bank" which expression shall include its successors and assignees) that :

- The Bank has agreed to extend the facility that will enable me/us to access the services and transactions that may include but are not limited to M-Guardian mobile banking facility, banking transactions (Obtaining account information like current balances, mini statements and account activity, standing order and internal transfer), Electronic utility bill payment services for telephone bills, electricity bills, water bills, Zuku, Dstv, Merchants payments, Mobile money transactions - M-Pesa and Airtel Money (withdraw and deposit to and from the account(s) and KRA enquires and tax payment. Lifestyle features eg view and receive information, any other facility which may be extended by the Bank from time to time with reference to the customer's account applied for by the customer.
- I/We understand that by the access of the information through the mobile transmission facility is not always secure or accurate and may also be unavailable or incomplete due to technical problems.
- None-the-less, I/we have consented to make use of the above services from the Bank and the Bank

has agreed to provide the same to me / us customer from time to time, I/We, hereby further :

- a. 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 (2) and/or (3) above where the particular circumstances is 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 I/we of any term or condition hereof.
- b. Indemnify and keep indemnified the Bank against any demands, claims, actions, proceedings losses, liabilities, damages, expenses or costs relating to or in connection with the Service, whether directly or indirectly, unless such demands, claims, actions, proceedings, losses, liabilities, damages, expenses or costs arose as a direct consequence of the gross negligence or willful misconduct of the Bank or any of its employees.
- c. Indemnify and keep indemnified the Bank against the following:
  - (1) All demands, claims, actions, proceedings, losses and damages of whatever nature which may be brought against the Bank or which it may suffer or incur arising from its acting or not acting on any request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts, of vandalism, sabotage, terrorism, any other event beyond the Bank's control, interruption or distortion of communication links or arising from reliance on any person on any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Bank.
  - (2) Any loss or damage that may arise from the Customer's use, abuse or possession of any third party software, including without limitation, and operating system, browser software or any other software packages or programs.
  - (3) Any unauthorized access to my / our 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.
  - (4) Any loss or damage occasioned by the failure by me /us 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.
- d. Waive any right or claim I/we may have against the Bank for breach by the Bank of any of its duty towards the customers duty under the law or otherwise howsoever.
- e. I/we shall pay or procure the payment of our service tariffs, fees and for providing the services and in addition to transaction service charges applicable to various transaction types as advised by the Bank from time to time. I/we whenever applicable, shall pay any tax chargeable upon any sums payable by I/we to the Bank and also any other charges or duties levied on me / us or the Bank by any governmental or statutory body relating to the provision of the Service.

#### Anti-Money Laundering, Proceeds of Crime and Other Offences

You declare, agree and undertake to the Bank that instructions effected through the service will not breach the Central Bank of Kenya Prudential Guidelines, the Proceeds of Crime and Anti Money Laundering Act (POCAMLA), Proceeds of Crime and Anti-Money Laundering Regulations 2023 (POCAML) and any Law of the recipient's country or country of origin (Kenya). By accepting these Terms and Conditions you agree that the Bank may delay, or refuse to process any transaction without incurring any liability if the Bank suspects that:

- a) The transaction may breach any Law of the country or any other country;
- b) The transaction may directly or indirectly involve the proceeds of crime, or be applied for the purposes of, unlawful or illegal conduct. You must provide all information or documents to the Bank where the same is demanded by the Bank in order to manage money-laundering, terrorism-financing risk, economic and trade sanctions risk; or to comply with any prohibitions that may be applicable to the Bank with respect to any transaction. You also authorize the Bank to disclose any information concerning your account to any law enforcement, regulatory agency, taxation authority or court where such is required in compliance under any Law.



## INTERNET BANKING TERMS AND CONDITIONS

### DEFINITIONS:

Maximum approver authorization limit: Refers to the limit that an approver can authorize transactions.

User rights: Initiator – the person who initiates transactions and does not have the authority to approve any transactions.

User rights: Authorizer - the person who has the authority to approve transactions.

Transaction Amount Limit: means the amount which is resolved by the board of directors for the specific signatory to authorize.

Mode of operation - The following are the general mode of operation an account holder may opt for:

- i. Single Name - By the account holder
- ii. Joint Names:
  - Two persons - Either or Survivor / Former or Survivor / Jointly
  - More than 2 persons - Anyone / any two jointly (as required by the account holders) or survivors or last survivor.
- iii. Account of Partnership firms - Any One Partner / Both Partners Jointly (in case of two partners) / two or three jointly etc. (in case of more than two partners)
- iv. Account of Limited Company - Strictly as per the Resolution passed by the company (any one; any two jointly etc.) as per the requirements of the account holder
- v. Account of Club / Association or Trust - To be decided & specified in Resolution passed by the Managing Committee / Trustees etc.
- vi. Account of LLP - Strictly as per the resolution passed by the Partners of the LLP

Recipient - a person or organization that is credited with funds that have been remitted by a Guardian Bank account holder or a person or organization banking with a different bank other than Guardian Bank Limited.

Sender - a Guardian Bank account holder that is debited with funds that are to be remitted to another Guardian Bank account holder or a person or organization banking with a different bank other than Guardian Bank Limited.

### TERMS AND CONDITIONS

(IN FURTHERANCE TO THE TERMS AND CONDITIONS UNDER THE INTERNET BANKING PORTAL)

#### ONLINE BANKING GENERAL TERMS AND CONDITIONS

##### 1. Introduction

These terms and conditions shall apply with regards to the use of the Online Banking service (hereinafter referred to as "the Service") provided by Guardian Bank Limited (hereinafter referred to as the "Bank"). You are hereby requested to read and understand these Terms and Conditions before you subscribe to the use of the Service. By accepting these Terms and Conditions, you acknowledge that you have read, understood and agree to be bound by them. Where any clarification is sort with regards to the interpretation and/or effect of these terms, please contact the Bank directly through its countrywide branches or through the Contact numbers availed in the Bank's Website. These Terms

and Conditions shall be read in conjunction with the Account Opening Terms and Conditions. In the event of any conflict between the two, these Terms and Conditions shall prevail.

### 2. Definitions

In this document the following words and phrases shall have the meanings set below unless the context indicates otherwise: "The service" refers to this Online Banking service offered by the Bank and which provides the services such as enquiry about balance in the Account, details about transactions in the Account(s), statement of Account, transfer of funds, bill payment and any other service as the Bank may provide from time to time through the internet. "Account(s)" refers to your bank account maintained with the Bank. "Customer" refers to you. "CBK" refers to the Central Bank of Kenya. "User" refers to you or an authorized user selected by you. "Authorized User" refers to you or any other person that you have authorized to use the service on your behalf or in the case of a corporate entity/organization any person authorized by the account holder in the account opening form and the requisite board resolution to operate the account on its behalf. "Password" means a sequence of a minimum of length 6 characters (consisting of both alpha and numeric) used by the User to access the service and includes the password first issued by the Bank to you.

#### 3. Your Responsibilities for Security

You are advised that this service is a target for fraud scams and as such you should take the necessary precautions to safeguard it against more common scams which include but are not limited to: Phishing: this takes the form of communication (e.g. emails) that claim to be from the Bank or other organizations but are actually sent to you by fraudsters to try and obtain your security details. The Bank does not require, and shall not request for your security access details over email. Spyware: is a type of computer virus that can be installed on your computer without your knowledge. It is capable of monitoring your activity, capturing your security codes and other personal information. To make sure you don't become a victim of spyware; make sure you have up-to-date anti-virus and anti-spyware software installed.

##### 3.1. Access

For you to access this service, you shall be issued with a default password which you shall be required to change immediately upon login. You are required to comply with all requirements, instructions and specifications including without limitation any registration and activation procedures as may be prescribed by the Bank from time to time with regards to Safeguarding your Password. In connection with safeguarding your password:

- a) You should change your Password regularly and whenever the Service requires you to do so. You are also advised not to choose a Password that you had selected and used before;
- b) You must choose a Password that is not likely to be guessed by anyone trying to access the Service. For example, you should avoid your own name, your birthday, or any part of your telephone number. Moreover, you must take all reasonable steps to ensure that you safeguard your password at all times. You must not disclose any details of your Password to anyone else, not even to a member of our staff or to someone giving assistance on a technical helpdesk in connection with the Service;
- c) You must not record your password in a way that could make it easily identified by someone else.
- d) You are requested to contact the Bank if you discover or suspect that your password or any part of it has been known by someone else. Where such an event occurs, you are requested to immediately change the password or request the Bank to suspend the use of the Service until a new password is sent to you.

##### 3.2. Checking your statements

You are requested to ensure that you review your statements in order to ascertain that all the transactions noted were validly carried out by you. You should contact the Bank immediately should you be in dispute over certain entries or transactions in your statements.

##### 3.3. Other security safeguards

You should not reveal your password to any other party (unless the disclosure is to an authorized user) and you should take all necessary steps to prevent its disclosure to any other party. You should not allow an unauthorized user to operate the Service on your behalf. You shall promptly report or inform the Bank where the same shall be disclosed or discovered by any other party. You should comply with any other requirements designed to enhance the security of the Service. Should you continue to use the Service after such enhancements have been added, you will be deemed to have accepted them.

#### 4. Appointment of authorized users

You may appoint an Authorized user(s) as defined in clause 2 who shall be granted the rights and limits prescribed by you as per the Bank's user profile specifications and a board resolution (where required). Where you appoint an authorized user, you shall take responsibility and shall be liable for all transactions carried out on your behalf. You may however, by written notice, cancel or modify the rights or limits granted to such Authorized Users.

#### 5. Transactional limits

The Bank may from time to time but upon giving reasonable notice to you prescribe the minimum and maximum transactional limits to be carried out through the service. Any deposit or withdrawal from your Account through the service in any currency other than the currency in which your Account is denominated, will be subject to the Bank's prevailing exchange rates applicable to the currency of the transaction on the day the transaction is processed.

##### 5.1. Documentation

For all foreign currency transactions carried out through the service in the equivalent of USD 10,000 and above, you agree to attach such documents on the portal as may be demanded by the Bank or within 1 working day. Such documents may be availed to CBK for examination purposes where the same is requested.

#### 6. Telegraphic transfers

All Telegraphic transfers/SWIFT messages are to be effected entirely at your own risk. You agree to hold harmless and to indemnify the Bank against any loss, cost damages, expense, liability or proceedings which the Bank may incur or suffer as a result of the Bank acting upon or delaying to act upon or refraining from acting upon your instructions. The Bank shall not be liable for any loss, delay, error or omission which may occur in the transmission or delay caused by the fault or negligence of the receiving Bank. In no event shall the Bank be liable for any loss of profits, indirect or consequential loss or damages. In the absence of specific instructions, the Telegraphic / SWIFT transfer will be effected in the currency of the country in which the payment is to be made.

The Bank reserves the right to effect any transfer from a different place other than the one specified by the remitter if operational circumstances so require. The cut-off times are determined by the SWIFT alliance global agreed cutoff time for processing of instructions, and this may change from time to time and will be communicated within a reasonable notice. Customer may contact the Bank to know about the prevailing cut-off timings for a particular service before effecting any transaction. The Bank will use reasonable endeavors to process all applications received before the specified cut-off time. Conversely all applications received after such cut-off time will be processed on the next working day. The Bank reserves the right to revise all remittance charges from time to time and without prior notice.

#### 7. Acting on Customer Instructions

The Bank may take any action which it considers appropriate in order to comply with any policies, laws and regulations it is subject to. Such action may include, but is not limited to: the interception, investigation and requisitions into any payment messages and other information or instructions sent to or by you through the service.

#### 8. Instructions

You authorize the Bank to accept, follow and act upon all instructions when identified by your PASSWORD and the Bank shall not be liable for acting upon such instructions in good faith. The Bank shall neither be liable for any loss whatsoever arising out of acting upon such instructions nor be obliged to investigate the authenticity of such instructions or verify the accuracy and completeness of such instructions unless where you have reported the compromise of your Password. Such instructions shall be deemed irrevocable and binding on you upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions. The Bank shall be entitled but not obliged to verify any instructions carried out via the Service by calling back via

telephone. You are entitled to change your PASSWORD from time to time. However, the Bank shall be entitled at its absolute discretion to reject any Password selected by you without giving any reason thereof. Where a Password is rejected, you are requested to select a substitute PASSWORD that shall take effect upon confirmation. When selecting a substitute PASSWORD, you should refrain from selecting any series of consecutive or similar numbers or alphabets or any series of numbers or alphabets that may easily be identified. The Bank may at its absolute discretion cancel, withdraw, restrict, suspend, vary or modify the Service (whether in whole or in part) and/or the mode(s), method(s) or channel(s) available for accessing the Service upon giving you reasonable notice and the Bank shall not be liable to you for any loss or damage as a result thereof. You shall be wholly responsible for all transactions executed using the Service and identified by your PASSWORD. You shall be responsible for obtaining and using the necessary software and/or equipment necessary to obtain access to the Service at your own risk and expense. You shall also be responsible for the performance and security (including without limitation taking all necessary measures to the extent reasonably possible to prevent unauthorized use or access) of the Service. You represent that, to the best of your knowledge, your platform through which your access to the Service may be effected, is free from any electronic, mechanical, data failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever. You agree that the Bank is not responsible for any electronic, mechanical failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever that may be attributable to the service. The Bank may at its absolute discretion upgrade, modify or alter the platform for accessing the Service at any time upon giving you reasonable notice. Where the Bank has upgraded, modified or altered the Services, the Bank shall provide reasonable period within which you should adjust your own systems to utilize such modified version of the Online System. The Bank shall not support any prior version of the service if you have failed, neglected and/or refused to upgrade to a new version. You shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by you to comply with any of the foregoing. The Bank shall not be liable for any losses, damages, delay or consequences resulting from your default to upgrade the service.

#### **9. Operating Times, Changes and Disruptions**

The Bank shall take reasonably practicable steps to have the Service available for use. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it will not always be possible for the Service to be available during its normal operating hours.

The Bank may, at any time, change the mode of operation; add to, remove or otherwise change, end or suspend any of the facilities available; or end the Service. The Bank shall, in any of the preceding events, give you 14 days' notice or whatever shorter period of notice may be reasonable in the circumstances.

#### **10. Intellectual property**

You acknowledge that all proprietary rights relating to and in connection with the Service and all updates thereof, including but not limited to: title, trade mark rights, patent rights and copyright shall at all times vest and remain vested in the Bank. You agree that the Bank has granted you only a non-exclusive license to use the service for its intended purposes as provided hereunder. You shall therefore not disassemble, de-compile, copy, modify or reverse engineer any such software. Although the Bank shall use reasonable endeavors to ensure that the Service is secure and cannot be accessed by unauthorized third parties, the Bank does not warrant the security or confidentiality of any information transmitted through any relevant Internet service provider. You consent to the collection, storage, communication and processing of any of the Account(s) balance information by any means necessary for the Bank to maintain appropriate transaction and account records and to the release and transmission to and the retention by the relevant service providers of details of the Account(s), PASSWORD, transaction information and other information to enable your use of the Service.

#### **11. Fees, Commissions and Taxes**

I/we shall pay or procure the payment of our service tariffs, fees and for providing the services and in addition to transaction service charges applicable to various transaction types as advised by the Bank from time to time. I/we whenever applicable, shall pay any tax chargeable upon any sums payable by I/we to the Bank and also any other charges or duties levied on me / us or the Bank by any governmental or statutory body relating to the provision of the Service

#### **12. Instructions supplied**

The Bank shall act on all instructions properly issued to it and it does not warrant that it shall be able to hold any remittance instructions even where such instructions are sent to the Bank. You warrant that you shall ensure that there are sufficient funds in your Account. The Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds. You are responsible for the accuracy of information supplied to the Bank with regards to the use of this service. The Bank accepts no liability for the consequences arising out of the use of erroneous information supplied by you. If you notice an error in the information supplied to the Bank either in the application form or any other communication, you are advised to contact the Bank in order to remedy the error.

#### **13. Force Majeure**

All demands, claims, actions, proceedings, losses and damages of whatever nature which may be brought against the Bank or which it may suffer or incur arising from power failures, corruption of storage media, natural phenomena, riots, acts, of vandalism, sabotage, terrorism, any other event beyond the Bank's control, interruption or distortion of communication links or arising from reliance on any person on any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Bank.

#### **14. Liability**

You agree to indemnify and hold the Bank harmless against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs) whatsoever and howsoever caused that may arise out of:

- The Bank accepting and acting upon instructions sent to it;
- The improper or unauthorized use or breakdown of the service;
- Any inability or delay in accessing the service due to challenges in accessing the Internet
- any delay or failure in any transmission, dispatch or communication facilities.

#### **15. Anti-Money Laundering, Proceeds of Crime and Other Offences**

You declare, agree and undertake to the Bank that instructions effected through the service will not breach the Central Bank of Kenya Prudential Guidelines, the Proceeds of Crime and Anti Money Laundering Act (POCAMLA), Proceeds of Crime and Anti-Money Laundering Regulations 2023 (POCAML) and any Law of the recipient's country or country of origin (Kenya). By accepting these Terms and Conditions you agree that the Bank may delay, or refuse to process any transaction without incurring any liability if the Bank suspects that:

- The transaction may breach any Law of the country or any other country;
- The transaction may directly or indirectly involve the proceeds of crime, or be applied for the purposes of, unlawful or illegal conduct. You must provide all information or documents to the Bank where the same is demanded by the Bank in order to manage money-laundering, terrorism-financing risk, economic and trade sanctions risk; or to comply with any prohibitions that may be applicable to the Bank with respect to any transaction. You also authorize the Bank to disclose any information concerning your account to any law enforcement, regulatory agency, taxation authority or court where such is required in compliance under any Law.

#### **16. Disclosure of Certain Information**

By signing this agreement you hereby consent to the disclosure of your information by the Bank and/or any of its officers or employees to any of the following:

- any office or branch of the Bank or its affiliates.
- any agent, contractor or third party service provider, or any professional adviser of the Bank or another Group Member;
- any guarantor, or third party security provider .
- any regulatory, supervisory, governmental, or quasi-governmental authority with jurisdiction over

the Bank or another Group Member;

- any actual or potential participant or sub-participant in, or assignee, novatee, or transferee of, any of the Bank's rights and/or obligations in relation to you;
- any person to whom the Bank is required or authorized by law or court order to make such disclosure;
- any person who is under a duty of confidentiality to the Bank;
- any bank or financial institution with which you have or proposes to have dealings;

#### **17. Notices**

You agree to notify the Bank in writing or through other means in case of any change in your particulars. Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under these Terms and Conditions (the "Correspondence") shall be served on you:-

- (where you are an individual, to you or your personal representatives) personally or
- (where you are a corporation or partnership) on any of your authorised officers or partners personally; or
- by sending it to you or to your last address registered with the Bank;
- In the case you are Joint Account holders, to you both.

The Bank may at any time at its absolute discretion and upon written notice of not less than 30 days, amend any one or more of these Terms and Conditions and where you shall, after receipt of such notice of change of Terms and Conditions, continue to use the Service(s), you shall be deemed to have agreed with and accepted the amendments. You shall be required to discontinue with the service if you do not agree to the amendments. Where the Bank decides to discontinue the provision of any of these Services, the Bank shall give a 30 days written notice of such discontinuation to you and such notice shall be operative from the date of the notice. The Bank may notify you of any changes to these terms and conditions by:-

- publishing such changes in the statements of account to be sent to you;
- displaying such changes at the Bank's branches or ATMs;
- posting such changes on the Bank's website;
- electronic mail or letter;
- publishing such changes in any newspapers; or
- such other means of communication as the Bank may determine in its absolute discretion.

#### **18. Advertising & Promotions**

The Bank may from time to time advertise products and services through the Service.

#### **19. No waiver**

No failure or delay by the Bank in exercising or enforcing any right or option under these Terms and Conditions shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right as against you or render the Bank responsible for any loss or damage arising therefrom.

#### **20. Amendment**

The Bank has the right to change these general Terms and Conditions at any time by giving you notice either in writing, by placing prominent notices at the Bank's offices or branches or by sending you a message via the Service.

#### **21. Severability**

If any one or more of the provisions in these Terms and Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

#### **22. Governing Law**

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the Republic of Kenya.

Thank you for choosing Guardian Bank's Internet Banking Services. You will receive your log in credentials within 48hrs and in case of any delay you will be contacted by a bank officer.

As always, we welcome your feedback on all issues pertaining to Guardian Bank Limited Online Banking, therefore, feel free to contact us on 0703005000 or [headoffice@guardian-bank.com](mailto:headoffice@guardian-bank.com).