

## Internet Banking Agreement & Disclosure



accounts without your permission, contact the Customer Contact Center during normal business hours of your nearest branch.

**In Case of Errors or Questions about Your Electronic Fund Transfers** - If you think your statement is wrong, or if you need more information about a transaction listed on the statement, contact your nearest branch or write to us at Imperial Bank Limited, Attention: Internet Banking Department,  
PO Box 44905, 00100, Nairobi, Kenya. If you send us an email, we strongly recommend you do not include information such as your account number and PIN number. You should include a daytime phone number where we can reach you in any correspondence.

We must hear from you within forty (45) days after we sent the FIRST statement on which the problem or error appeared. You will need to provide the following information:

- Your name and account number (do not include if providing information via e-mail);
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information;
- Tell us the currency and amount of the suspected error;
- If the suspected error relates to a bill payment made through the Internet Banking Service, tell us the merchant or vendor name, the date the payment was requested, the payment amount, and the confirmation number.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we may credit your account within ten (10) business days for the amount in question, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Disclosure of Account Information to Third Parties** - The Bank will only disclose information to third parties about your account or the transfers you make:

- When it is necessary for completing the transaction;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or consumer reporting agency;
- In order to comply with a government agency, court order, lawful subpoena or to a person authorized by law to review our records in the course of such person's official duties;
- To any attorney or collection agent of the Bank;
- To an employee or other auditor of the Bank solely for the purpose of an official audit or accounting, or to any other person for the purpose of servicing the account

relationship, including preparation of the periodic statement of account, but only to the extent actually necessary.

- To Bank employees for the purpose of pursuing or disposing of a dispute or claim involving an account;
- If you give the Bank written permission.

**Limitation of Liability and Disclaimer of Warranty** - The Bank agrees to make reasonable efforts to ensure full performance of the Internet Banking Service. The Bank will be responsible for acting only on those instructions sent through the Internet Banking Service that are actually received and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages sent. The Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software. Any information you receive from the Bank can only be provided on a best-effort basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. The Bank is not responsible for any computer virus or related problems that may be attributable to the Internet Banking Service or to any services provided by any Internet Services Provider. In the absence of negligence on the part of the Bank, none of the Bank, any of its affiliates or any of their respective officers, directors, employees or agents, is responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of the Internet Banking Service. In no case shall the Bank be liable for consequential or incidental damages.

**THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE INTERNET BANKING SERVICE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS, AND THEN ONLY TO THE EXTENT, DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.**

**No Other Use** - You may use the Internet Banking Service only for your personal use and may not reproduce, sell or distribute all or any portion of the information provided to you by the Internet Banking Service. You agree to take reasonable steps to ensure that you will not use the services provided to you or the Internet for illegal purposes, for transmission of threatening, obscene, or harassing materials, or to interfere with or disrupt other users, services or equipment. Disruptions include, but are not limited to, distributing chain letters or mass mailing of unsolicited E-mail, propagating computer worms and viruses, or using the services and the Internet to make unauthorized entry to any other machine. Violation of the foregoing may result in termination of access rights to the offending party or parties.

**Third Party Software - Virus Protection** - The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of a third party software that

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may be used in conjunction with the Internet Banking Service. The Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

**Severability** - In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable.

**Governing Law** - The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of Kenya, without regard to its conflicts of law provision. Any issue relating to an account or service with the Bank which you access through the Internet Banking Service shall be governed by the laws specified in the Agreement for that account or service if there is a separate agreement for that account or service.

**Waiver** - Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and signed by an authorized officer of the Bank, and shall not constitute a waiver of any other or subsequent default or breach.

**Assignment** - The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party. You may not assign any of your rights or duties under this Agreement at any time.

**Entire Agreement** - This Agreement, together with the Enrollment Form, the Bank's Schedule of Fees and Charges, and any and all Agreements executed for specific Internet Banking features is the entire agreement between you and the Bank. It establishes your use of the Internet Banking Service, and it supersedes any prior discussions and agreements between you and the Bank regarding your use of the Internet Banking Service, and supersedes any marketing or other similar material pertaining to the Internet Banking Service delivered to you in writing, verbally or obtained at any CommunityBanks site or the site of any Internet Service Provider.

**Change in Terms** - The Bank may amend this Agreement and Disclosure at any time. We may also change the Internet Banking Service, including fees, at any time. If we change any term(s) or condition(s) that result in an increase in cost or liability to you or decrease access to your accounts, we will notify you at least thirty (30) days in advance. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address shown for you on the account records, sent to the e-mail address which you authorized to receive such notices and/or disclosures or by posting the required notice on the Bank's web site. You understand that by using the Internet Banking Service after such notification is made, and after the change becomes effective, you agree to the change.

We do not need to provide you with any prior notice when an

immediate change in the terms or conditions of the Agreement is necessary to maintain or restore the security of our system or an account. However, in these cases, if the change made is permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you if practicable, or within thirty (30) days, providing disclosure does not jeopardize the security of our system or an account.

**Termination** - This Agreement will remain in effect until terminated by you or the Bank.  
**Your Right to Terminate:** You may cancel your Internet Banking Service at any time by providing a written notice to your nearest branch of Imperial Bank Limited, P. O. Box 44905, 00100, Nairobi, Kenya. The Internet Banking Service will be terminated immediately upon receipt of proper notification or the first business day following receipt of proper notification. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination.

**Our Right to Terminate/Suspend:** You agree that we can terminate or limit your access to the Internet Banking Service for any of the following reasons:

- Your account is not accessed within 180 days;
- You or any authorized user of your password breach this or any other agreement with us;
- We have reason to believe there is unauthorized use of your account or password;
- Without prior notice, if you have insufficient funds in any one of your accounts;
- Upon reasonable notice, for any other reason at our sole discretion; and
- Any Attempt to misuse IBL Internet Banking Services.

**New Services** - IBL may from time to time introduce new Internet Banking Services and or enhancements to the current service. We shall update this IBL Internet Banking Services Agreement and notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this IBL Internet Banking Agreement.

**Usage** - Your first use of IBL Internet Banking Services confirms your agreement to and understanding of the terms and conditions in the IBL Internet Banking Agreement. You agree to the terms of this agreement and the schedule of charges that may be imposed. You authorize us to deduct applicable charges and payments as accrued directly from your designated payment account.

Head Office & Upper hill branch  
P.o Box 44905 GPO 00100 Nrb , Upper hill:  
Bunyala Rd, Tel: 020 2874000, 2719617- 9 info@imperialbank.co.ke



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