

## Internet Banking Agreement & Disclosure



**Definitions** - This Agreement and Disclosure sets forth your and our rights and responsibilities concerning the use of our Internet Banking Service. In this Agreement, the word "you" and "your" refer to the account holder authorized by IBL to use IBL Internet Banking Under this Agreement and anyone else authorized. "Account" or "Accounts" means your accounts at IBL. "Electronic Funds Transfers" mean ATM withdrawals, pre-authorized transactions, point of sale transactions, and internal transfers to or from your IBL accounts using IBL Internet Banking. "We," "Us" "Our" and "Bank" mean IBL. "Rules" mean the Bank's Rules and Regulations for its accounts, including those rules about the use of the Internet Banking Service and Electronic Funds Transfer Service. "Transaction" means debits or credits on an account, including withdrawals, deposits, and transfers. "IBL Internet Banking Services" means the services provided pursuant to this agreement.

The terms and conditions of this Agreement are in addition to, and shall supplement, the terms, conditions, rules and regulations that apply to any of your existing Bank accounts or services which you currently use.

### Joint Accounts

The provisions of this Agreement apply if any of your accounts with us are joint accounts. As a holder of a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone, under an assigned User ID and password may perform transactions, pay bills, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business. We are not required to obtain the consent of or notify any other joint account holder of your actions, or about the actions of the other. However, each of you will only be permitted to access accounts for which you are an owner, joint owner or authorized user. Each of you individually releases us from liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Internet Banking Service. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

**Access** - This Agreement between you and the Bank governs your use of the Bank's Internet Banking Service, defined as any electronic service provided by the Bank that permits you to access financial services or account information through the use of a personal computer. Access is available through the Internet. You are solely responsible for the equipment you use to access the Internet Banking Service and for providing your own Internet access through the Internet service provider of your choice. To use IBL Internet Banking, you must have at least one account at IBL. Once we receive your enrollment form and verified your account information, we will send you either by email or postal mail, confirmation of our acceptance of your enrollment along with your assigned log-in ID and temporary password. IBL Internet Banking can be used to access only IBL accounts on which you are a primary or secondary user and access to your accounts

through IBL Internet Banking will be based upon the identification of users. We undertake no obligation to monitor transactions through IBL Internet Banking to determine that they are made on behalf of the account holder.

**Use of the Service** - You will be required to change your password the first time you access the Internet Banking Service. You will be able to access only the accounts you have designated on the Internet Banking Service enrollment form. You acknowledge and agree that the Bank is not responsible for the content of your transmissions, which may pass through any Internet Service Provider or over the Internet.

We do not warrant that our Internet Banking Service or the Internet will be available on a specified date or time or that our Internet Banking Service or the Internet will have the capacity to meet your demand during specific hours. The Bank will not be liable for any damage that you may suffer arising out of use, or inability to use, the services or products provided hereunder. The Bank will not

be liable for unauthorized access to the Bank's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of the Bank. In no event will the Bank be liable for any other damages, including but not limited to, loss of data, loss of revenue or profits, or for any other special, incidental, indirect or consequential damages, arising out of or in connection with the use of the Internet Banking Service or the Internet. Access to the services and the Internet cannot be guaranteed. You may be unable to access any Internet Service Provider or the Internet at any given time, and disconnecting may occur from time to time.

**General Internet Banking Services** - At the present time you may use the Internet Banking Service to:

- Perform account inquiries on deposit and loan accounts
- Obtain statement details
- Sort and search information by account, date, amount, check number and transaction type
- Transfer funds between your accounts
- Make loan payments
- Issue stop payment requests
- Obtain product and interest rate information

**Accounts Balance Information** - Balances and activity information are available as of 3.00pm (Kenyan time) of the previous day. Balances may include deposits subject to verification by us. The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Business Days/Hours of operation** - We do not warrant that our Internet Banking Service or the Internet will be available

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on a specified date or time or that our Internet Banking Service or the Internet will have the capacity to meet your demand during specific hours. Although the Internet Banking Service is accessible 24 hours a day, seven days a week, access to the service and the Internet cannot be guaranteed. You may be unable to access any Internet Service Provider or the Internet at any given time, and disconnecting from the Internet may occur from time to time. Routine maintenance or an emergency, may arise which will render the Internet Banking Service inaccessible. Transfers can be initiated on any day the Internet Banking Service is accessible however, some transactions will be completed on the next business day. Our Business days are Monday through Friday. Public Holidays are not included.

**Cut-Off Times** - There are cut-off times for various Internet Banking Services. Transactions received after the cut-off time will be posted the following business day.

Wire Transfers: 3. p.m.  
ACH Files: 3. p.m.  
Funds Transfers: 3. p.m.

Limitations on Frequency and Amount will be determined by the relevant Law in Kenya and applicable local and international laws and regulations.

**Fees and Charges** - There is no fee for the basic Internet Banking Service. Fees for basic internet services for commercial accounts, bill payment, as well as other account related fees, shall be payable in accordance with a Schedule of Fees and Charges as established and amended by the Bank from time to time. Charges shall be automatically deducted from the customer's primary account as designated on the enrollment form. The Bank shall provide to the customer monthly notice of such debit(s) on your statement.

**User ID and Password** - Each individual accessing the Internet Banking Service must have a User ID and password. The User ID and password issued to you is for security purposes. You will be required to change your password upon your initial login to the Internet Banking Service, and every thirty (30) days thereafter. You are responsible for safekeeping your password and agree not to disclose or otherwise make your password available to anyone not authorized to sign or access your accounts. You also agree that we are authorized to act on instructions received under your password. Your password should not be associated with any commonly known personal information such as social security number, address, date of birth, children's names, etc. You should carefully select a password that is hard to guess. Your password must be at least six characters in length. You should use a combination of alpha, numeric, or special characters when establishing a password.

**Security** - Your role in preventing misuse of your accounts through the Internet Banking Service is extremely important. You agree to promptly review your account statement as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized

access to your account. Your User ID and password are intended to provide security against unauthorized entry and access to your accounts. Data transferred through the Internet Banking Service is encrypted in an effort to provide transmission security. The Internet Banking Service utilizes identification technology to verify that the sender and receiver of transmissions can be appropriately identified by each other. By combining the latest technology with authenticated access to the server, CommunityBanks makes every effort to secure your Internet Banking session. You must acknowledge, however, that all data transfers, including electronic mail, occur openly on the Internet and may possibly be monitored and read by others.

**Liability for Failure to Complete Transactions** - If we do not complete a transaction to open your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages with the following exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have sufficient funds in your account to make a transfer;
- If the funds in your account are subject to a dispute, legal process or other encumbrance, restricting such transaction;
- If your account has been closed;
- If the transaction would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts, or if the transaction exceeds the balance in your savings account that has been linked to your checking account for overdraft protection;
- If customer's negligence by sharing or handling of personal IDs or passwords results in unauthorized account transactions;
- If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions taken.

**Notice of Your Rights and Liabilities** - Use of the Internet Banking Service requires a PASSWORD. You agree to keep your PASSWORD secret and to notify us immediately if your PASSWORD is lost, stolen, compromised in any manner or if you believe someone else has discovered your PASSWORD. We may accept as authentic, any instruction made through the use of your PASSWORD. Therefore, you agree that if you give your PASSWORD or allow it to be given to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Internet Banking Service. The Internet Banking Service enables you to change your PASSWORD and we require that you do so regularly. Tell us AT ONCE if you believe your code or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). Also, if your statement shows transfers that you did not make, tell us at once. If you believe your password has been lost or stolen, used without your authorization, compromised in any way, or if someone has transferred or may transfer money from your

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