



Date	
The Manager,	
Branch,	
KENYA	
	make the form and that an early make the limited
PERSONAL DETAILS	
Applicant's Surname	Other Name(s)
Applicant's Passport/ID No	Email Address
P.O. Box Postal Code	Town
DESIGNATED MOBILE NUMBER	
Safaricom(12 digits of	e.g 254722XXXXXX)
(Strictly one phone number to be assigned to one default acc	ount)
DEFAULT ACCOUNT DETAILS -	
Customers Account Number	(20 digits)
Account Tittle	
(Note The Account should be already registered for HBZweb	internet banking, to be able to use HBZ Mpesa Option)
personal, company or any other computer/ device that I/we use	s with HBZ Mpesa through its HBZweb Internet Banking Service to my/ou e and to my/our GSM Mobile phone(s). nd conditions on back of this form and I/we have signed this application
Yours faithfully.	
	FOR OFFICE USE
	SV
authorized signatory(s)	apretire Verified by
	10.000

## **Agreement Terms & Conditions**

HBZ Mpesa Service is a service provided by Safaricom that will facilitate the transfer of funds (Deposit and Withdrawals) from Current and Savings Accounts to and from Mpesa for existing Mpesa Registered customers of Habib Bank AG Zurich via the Bank's HBZweb Internet Banking Service.

Definitions for the purpose of this agreement, terms and conditions shall have the following meanings:

- Service Provider: Means Safaricom Limited which is incorporated in Kenya under the Companies Act as a public limited liability company and is domiciled in Kenya.
- Network: Means the GSM cellular network provided by Safaricom Limited.
- c) The HBZ Mpesa services('service'): Means the money transfer and payments services provided by Safaricom through the Mpesa system
- d) Customer Care Center: Means any HBZ Bank Branch and or Safaricom Retail Shop or such other Safaricom Agent(s) or Agent(s) as may be notified from time to time.

In consideration of Habib Bank AG Zurich making the HBZ Mpesa option available through its HBZweb Internet Banking service available, the Customer agrees as follows:

- The HBZ Mpesa Service is currently available to Bank Customers who have registered for HBZweb Internet Banking service which is accessed
  for free through the Bank's website: www.habibbank.com
- The HBZ Mpesa Service is available to personal deposit and current accounts where it's to be acknowledged that the mode of operation of such account(s) is singly, as the service is accessed by one subscriber/Applicant acting alone.
- 3. The Bank reserves the right to refuse an application and may, at its sole discretion, withdraw the Service at any time plus all the rights and privileges of the HBZ Mpesa service, upon giving 30 days statutory notice to the customer
- 4. The Bank's Record of any transaction(s) processed by the user through HBZ Mpesa shall be conclusive evidence of such transaction(s) and binding on the customer for all purposes. You hereby irrevocably authorize the bank to act on all Request received by the Bank from you(or purportedly you)through the system and to hold you liable in respect thereof.
- 5. The Customer is solely responsible for intimating to the Bank any changes of his/her phone number and the Bank will not be liable for any wrongful transaction(s) whatsoever provided that the Bank shall be deemed to have acted properly and to have fully performed all the obligations owed to the Customer notwithstanding that the request may have been initiated, sent or otherwise communicated in error or fraudulently and you shall be bound by any requests on which the bank may act if the bank has in good faith acted in belief that such instruction have been sent by you.
- As a Customer, you can only cancel your request(s) by calling a customer care center and requesting cancellation. Cancellation will however
  only be allowed where your request is revocable and has not yet been acted upon. If the bank is able to cancel your instruction(s) you may be
  charged for such cancellation.
- 7. The customer acknowledges that the service is dependent on the telecommunication infrastructure, connectivity and the timeliness of transaction(s) and alerts will depend on factors affecting the telecommunication. Neither the Bank nor it's Service provider will be liable for non-delivery of alerts, errors, loss, distortion of transmission or wrongful transmission of alerts to the customer. However, the Bank will strive to ensure that the internet banking channel is available most of the time.
- The Customer agrees to safeguard, maintain the confidentiality, security of any Login Name / Identification Code, Password, PIN and other security information, procedures and comply with any security requirements specified from time to time, by the the Bank or Service provider(s).
   The customer shall be responsible for all HBZ Mpesa transactions in his/her/their account(s) performed through the HBZweb Internet Banking service.
- The Bank shall debit the customer's account with Kshs.30= (Exclusive of 10% excise duty) over and above the Safaricom Charges for any
  withdrawal instructions received through this service and upon giving 30 days statutory notice to customers, make any changes in these charges.
- I/We have noted that I/we must shut down/close/terminate my/our browser program on my/our computer or any other device in order to avoid unauthorized access.
- 11. The customer shall use the HBZ Mpesa service(s)for lawful purposes only.
- The Banks Customer Complaints Handling Procedure as stated in the Banks Customer Protection Policy is available at all branches and on the Banks website: www.habibbank.com.
- 13. The Bank may at any time, upon giving 30 days statutory notice to the customer, terminate or vary its business relationship with the customer using this service

Date	 FOR OFFICE USE
And ordered signature (a)	sv
Authorized signatory(s)	 alposture Verified by