

AGREEMENT & TERMS & CONDITIONS

FOR HBZweb SERVICE

I/We, hereby authorize Habib Bank AG Zurich to provide me/us with Internet Banking Services (HBZweb) through its web site www.habibbank.com to my/our personal, company or any other computer I/we use and to my/our GSM mobile phone(s). By signing this form and/or using the www.habibbank.com site or downloading any information from www.habibbank.com at any time, the Customer signifies acceptance of these terms and conditions.

In consideration of Habib Bank AG Zurich making the www.habibbank.com service available, the Customer agrees as follows:

1) Definition for the purpose of this agreement the terms and condition shall have the following meanings:

Agreement: The terms and conditions for using the services provided through www.habibbank.com.

Information provider: Any corporation (including Habib Bank AG Zurich)

(a) that provides data and makes data available through www.habibbank.com at any time,

(b) with whom the customer conducts transactions (including for example, Banking transactions such as Fund Transfers and ordering of Security Stationery, using www.habibbank.com services.

Customer: Any person(s) including Corporations, Establishment(s), Limited Liability Company(s), any Off-shore Company(s), Association(s), Non-resident individual account holder(s), who agree to the terms and conditions of this agreement to use www.habibbank.com services.

Data: All information, data and reports provided or made available by the information provider through www.habibbank.com services.

- 2) The Bank reserves the right to refuse an application and may, at its sole discretion, withdraw at any time all rights and privileges of the www.habibbank.com service.
- 3) Where the service is made available, linked to an account in two or more names with the Bank, it is acknowledged that, irrespective of whether the mode of operation of such account(s) is joint or single, the service may be accessed by one subscriber acting alone.
- 4) The Bank's record of any transaction(s) processed by the use of this service shall be conclusive evidence of such transaction(s) and binding on the customer for all purposes.
- 5) Any dispute(s) arising from or related to this agreement shall be construed and interpreted by the courts of the Republic of Kenya under the laws of the Republic of Kenya.
- 6) All software, data, documentation and related material provided in connection with www.habibbank.com services including information downloaded by the customer shall remain the property of Habib Bank AG Zurich.
- 7) The Customer agrees to safeguard and maintain the confidentiality and security of any Login Name / Identification Code, Password and other security information and procedures and comply with any security requirements specified from time to time, by the information provider. The customer shall not disclose or permit sharing of the Customer User Identification Code (username), Password or procedures. The customer shall be responsible for all transactions in his/her/their account(s) performed through the www.habibbank.com service.
- 8) Habib Bank AG Zurich is not under any obligation to confirm the actual identity or authority of any user of the Identification Code and/or Password that has been issued to the customer. In the event the password and/or the login name is used by someone other than the customer, the person may be treated by the Bank as acting as an agent of the customer.
- 9) The customer acknowledges that the information and data provided by the information provider through the www.habibbank.com service, including all financial and related information is provided to customer for personal information purposes only and may not be copied, distributed, retransmitted, sold or used for any other use whatsoever. Use or reliance on data shall be at the customer's sole risk.
- 10) The www.habibbank.com service is provided entirely at the risk of the customer who shall indemnify the Bank for all loss or damage, howsoever caused, resulting from the use of the www.habibbank.com service.
- 11) The Bank shall debit the customer's account with fees and charges for any instructions received through this service.
- 12) The Bank shall not be responsible for any loss or damage to the customer arising directly or indirectly from any malfunction or failure of the www.habibbank.com service.
- 13) The Bank shall not be responsible for any loss or damage to the customer arising directly or indirectly from the use of secure mail.
- 14) The customer acknowledges that the Bank is not liable to the customer for failure to provide any or all facilities available under the www.habibbank.com service, either fully or partly, to reasons beyond the Bank's control including any technical malfunction.
- 15) The customer hereby, irrevocably and unconditionally without any right or objection, accepts all debits arising from the use of the www.habibbank.com service.
- 16) The customer understands that the transactions bear the date and time of the Bank's main computer, and that any transaction carried out, before the cut-off time in the Bank's record will be completed instantaneously whereas those on Bank holidays and after the cut-off time will be completed on the value date of the next business day.
- 17) I/We realize that the Identification Code and Password is the same for both HBZweb and HBZwap banking.
- 18) I/We have noted that I/we must shut down/close/terminate my/our browser program on my/our computer in order to avoid unauthorized access.
- 19) I/We confirm that I/we will use a browser program that supports 128-bit encryption for higher grade security.
- 20) The data transactions and functions made available through the www.habibbank.com service may be changed from time to time or cancelled without any prior notice. The customer acknowledges that the security and the privacy of any or all information and transactions executed through the www.habibbank.com service cannot be guaranteed, and that any such information may be viewed or tampered within transit by a third party.
- 21) The customer shall use the www.habibbank.com service for lawful purposes only.

FOR HBZgsm SERVICE

I/We understand that I/we have applied for HBZgsm service and that I/we will receive account information on my/our GSM phone number that I/we have specified. I/we indemnify the bank completely in all regards to account information being transmitted over the GSM network including, but not limited to my/our account details, being disclosed to others due to me/us specifying an incorrect phone number and/or misplacing my/our telephone. I/We further indemnify that the bank will not be held responsible for any network failure/error by my/our mobile service provider. I/We understand that messages will not be delivered if the mobile phone is switched off for an extended period. I/We further understand that the service can be discontinued by the Bank at its discretion at any time, without any prior notification to me/us. I/We authorise the Bank to recover any charges per message sent by the Bank to its customers by debiting my/our account periodically. I/We understand that the charges may vary if the messages are sent through roaming services or through other international networks.

I/We confirm having read, understood & accepted the terms and conditions on this form and I/we have signed this application form in acknowledgment thereof.

FOR OFFICE USE

SV

signature

Verified by

authorized signatory(s)

NOTE: In the case of multiple signatories, authorized signatories must sign as per the account mandate.