

Date \_\_ / \_\_ / \_\_\_\_

## ACCOUNT DETAILS

A/C Title \_\_\_\_\_

### Signatories / Agents mandated to operate eBanking

        

	Name	Email ID for OTP*	Tel for OTP*	Internet	Mobile	
1.						View <input type="checkbox"/> Transact <input type="checkbox"/> Verify <input type="checkbox"/>
2.						View <input type="checkbox"/> Transact <input type="checkbox"/> Verify <input type="checkbox"/>
3.						View <input type="checkbox"/> Transact <input type="checkbox"/> Verify <input type="checkbox"/>
4.						View <input type="checkbox"/> Transact <input type="checkbox"/> Verify <input type="checkbox"/>
5.						View <input type="checkbox"/> Transact <input type="checkbox"/> Verify <input type="checkbox"/>

### Signatories / Agents mandated to operate eBanking

	Account Name	Account Number
1.		
2.		
3.		
4.		
5.		

- Signing Mandate**
- Sole
  - Anyone
  - Any Two
  - All
  - Other \_\_\_\_\_

### E-Banking Mandate

- A) NB:
- View rights.** User with view rights can only view transactions but cannot initiate or authorise them.
  - Transact.** Users with transact can view and initiate transactions but cannot authorise them.
  - Verify.** Users with verify rights can view, initiate and authorise transactions

\*OTP (One Time Password) | **Note** (i) The service provided will operate under the mandate provided above  
(ii) Any changes to this mandate must be advised in writing.

B) Mandate \_\_\_\_\_  
\_\_\_\_\_

Date \_\_ / \_\_ / \_\_\_\_

*I/We would like to register for Pesa Link services using the below details and as per the terms and conditions stated overleaf.*

<b>ACCOUNT DETAILS</b>	
A/C Title	
A/C Number	
Mobile number to be registered with the account	
<small>Please note that you can only register one mobile number per bank account and vice versa.</small>	

<b>ACCOUNT DETAILS</b>	
A/C Title	
A/C Number	
Mobile number to be registered with the account	
<small>Please note that you can only register one mobile number per bank account and vice versa.</small>	

<b>ACCOUNT DETAILS</b>	
A/C Title	
A/C Number	
Mobile number to be registered with the account	
<small>Please note that you can only register one mobile number per bank account and vice versa.</small>	

FOR BANK USE ONLY			
CIF ID		Relationship Manager	
Input by	(Name)	(Date)	(Time) (Signature)
Authorised by	(Name)	(Date)	(Time) (Signature)
Company setup details confirmed with	(Name)	(Date)	(Time) (Signature)
Additional Comments			

## GENERAL TERMS AND CONDITIONS

1. This agreement becomes effective between you and Victoria Commercial Bank Limited ("the Bank", "we" or "us") at the time of registering for electronic banking or at the time you access Electronic Banking, whichever occurs first. For purposes of this agreement "Electronic Banking" includes Internet Banking, PesaLink, Mobile Banking and Prepaid products through the internet.

2. The Electronic Banking service shall hereinafter be referred to as the "service". If the customer wishes to take up this service, they will be required to read the terms and conditions of this agreement and the subsequent use of this service constitutes agreement to all such terms and conditions of this Agreement. However, it should be noted that customers to the service must first register to enable them to access it.

3. Where the customer subscribes for Victoria commercial Bank PESA Link service, the customer shall, indicate a phone number in the application form, which phone number shall be registered by the bank against the customer's account. Only requests received through the said phone number shall be acted upon by the bank. The customer can only register one phone number per account number.

4. Once the bank has formally approved the customer and the customer has been maintained as an authorized user of the service, the bank will provide from the system a unique code to a customer known only to that particular customer. The access code will be the unique link to each customer. The code refers to your password and user name. You must protect and keep your access codes confidential at all times. It is not safe to store it on your computer or on a network.

5. We rely on you to report any compromise of your access codes to us without delay. You may do this by contacting our Customer Contact Centre or your branch.

6. We may amend this agreement from time to time and you are bound by the version of this agreement that exists at the time you access electronic banking.

7. Further services and profiles may be added from time to time and the bank reserves the right to modify, replace or withdraw any service and/or profile at any time, for any reason whatsoever, without prior notice to the customer.

8. The device which you select to access electronic banking may include a computer, cell phone or similar technologies (the device) and the medium through which you access electronic banking may include the internet, wireless application protocol (WAP), wireless internet gateway (WIG), short messaging system (SMS), voice over an automated voice recognition system or similar technologies (the medium). We will refer to the device and the medium collectively as "the communication system". Where a particular communication system requires contractual provisions different from other communication systems, this will be clearly stated in that agreement.

9. Use of a communication system means we do not interact face-to-face. Unless you notify us before we give effect to an instruction, you authorise us to rely on and perform all instructions that appear to originate from you (even if someone else is impersonating you).

10. Your instructions to the Bank will be dealt with on a real-time basis and you will receive a notification from the application that their account has been debited.

11. An instruction, including purchases of prepaid products, cannot be terminated or revoked once sent to us. You will not hold us liable if you issue the same instruction more than once and neither instruction will be reversible.

12. Once your transaction has been processed, you will receive a Debit Notification. If the system is down or is not working, you will receive an error code or notification that the transaction cannot be completed at the time. If you do not receive a debit notification or an error code within five minutes kindly contact our customer care for support prior to resending the same instruction as this will lead to duplication of the instructions by the Bank.

13. The customer shall at his/her own expense provide and maintain in safe and efficient operation order such hardware, software and other facilities (including access to any public telecommunication system) and any communication network necessary for the purpose of accessing the system and service.

14. The customer shall prevent any unauthorised access to or use of the system and service by the way of keeping its access code secret at all times. The customer shall ensure that the access code does not become known or come into possession of any third party.

15. The customer bears sole responsibility for correct details including but not limited to amount and payee. The bank bears no responsibility for any errors or incomplete instructions.

16. You must use and maintain only hardware and software of sufficient quality and performance capability. Your failure to use such software or hardware may result in a higher security risk and cause the communication system not to operate properly or not at all.

17. Software, if any, made available for download on or via the communication system is governed by licence conditions that establish a legal relationship with the licensor. You indemnify us against any breach of these licence conditions.

18. We give no warranty and make no representation, whether expressly or implied, as to the quality or fitness for purpose or use of such software. No warranty, whether express or implied is given that any files, downloads or applications available via this communication system are free of viruses, tartans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your computer, database, network or other information system.

19. The customer shall be responsible for charges due to any service provider providing the customer with connection to the internet and the bank shall not be responsible for losses or delays caused by the bank concerning the use of the system and service.

20. The customer shall abide by any applicable regulations necessary to have access to and use the system and shall ensure that all persons it allows to have access to the system shall abide with all laws and regulations applicable to the use of the system, and follow all instructions, procedures and terms contained in this agreement and any other document provided by the bank concerning the use of the system and the service.

21. The customer shall at all times follow the security procedures notified to the customer by the bank from time to time or such other procedures as may be applicable to the service from time to time and specifically those that may be contained in the banks website. The customer acknowledges that any failure on the part of the customer to follow the recommended security procedures may result to a breach of the customers profile confidentiality and may lead to unauthorized transactions in accounts linked to the customer's service subscription with the bank.

22. The customer shall be responsible for the acts and omissions for the use of the facility and the bank shall not be responsible for any loss that arises there from. The customer hereby indemnifies the bank from such eventualities.

23. The customers transfer instructions shall not exceed the amounts available to the account and in case of an overdraft account it should not exceed the overdraft facility amount.

24. All the costs for each transaction will be displayed on the platform. The customer shall ensure that they confirm the costs to ensure that they have enough funds to process any instructions.

25. The Bank shall take all precautionary steps and measures to inform you in instances where there are delays in processing of transactions due to system maintenance and down times from third party service providers. The Bank shall implement all measures possible to ensure that such delays have been addressed within the shortest time possible.

26. You hereby confirm and acknowledge that the phone number provided is owned by you, in your control and any communication from and to the said phone shall be with knowledge of and within your control.

27. All complaints and disputes arising from electronic banking service shall be reported to the Bank's Customer Care Support through the following email address: servicedesk@vicbank.com. The bank shall through its internal process and mechanism with the involvement of the affected customer, through negotiation, mediation and any other mechanism of dispute resolution, resolve the complaint to completion. If the parties are not able to resolve their disputes within a reasonable time, the dispute shall be submitted to the courts of competent jurisdiction in the Republic of Kenya.

28. This agreement shall be governed by the laws of the republic of Kenya.

**I/WE have read and understood the terms and conditions contained in these General terms and Conditions and agree to be bound by them in full.  
I/We hereby confirm that I/We have the necessary authority to execute these General terms and conditions.**

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE