

TERMS & CONDITIONS

1. For the purpose of these Terms and Conditions, "Bank" shall refer to Equity Bank (Kenya) Limited, its successors in title and assigns. These terms and conditions ("the Terms") govern our respective rights and obligations and come into effect when the account holder opens an account with the Bank or when the account holder uses/access his account.
2. Any person(s) opening an account with the Bank, making use or accessing his account (whether resident or non-resident), will be deemed to have read and understood these terms and conditions and the applicable Schedule of Bank Charges issued and amended from time to time.
3. All products and services provided by the Bank are subject to such product's terms and conditions. These terms (governing the use of the account) must be read together with and form part of each product agreement.
4. The Bank may from time to time and at any time revise, amend, delete or supplement any of these terms and conditions whether in whole or part. Such changes shall be effective from the date specified by the Bank for such modification. These amendments/alterations shall be displayed at the Bank's premises and/or website <http://www.equitygroupholdings.com/ke> from time to time and shall be binding on the Account Holder.
5. Only valid and acceptable means of Identification (International Passport, Kenyan National Identity Card, Certificate of Incorporation or Registration Certificate) will be required prior to the Bank opening any account. Any change in the Name, Address, Registration Certificate (Business Names) and Certificate of Incorporation (companies) should be immediately communicated to the Bank in writing.
6. Upon submission of duly completed Account Opening Forms and the supporting documents, the Bank will generate an Account Number for the Account Holder in accordance with the Bank's policies and procedures on account opening. Each account shall possess a distinctive number which shall be quoted in all correspondence with the Bank relating to the account.
7. Any person intending to open an account with the Bank has a right to review the documentation provided to enable them make a considered decision to engage in a banking relationship with the Bank. Upon the issuance of the Account Number the Account Holder shall have the right to a "Cooling Off" period of five (5) working days within which period the Account Holder may decide to terminate the Banking relationship with the Bank without incurring any penalties and/or costs save for costs incurred by the Bank in providing the products/services already availed.
8. The Bank shall reference its tariffs, fees and charges for its products and services in the product agreements. The Bank reserves the right at any time and with notice to impose charges or increase charges for the use of its services and products.
9. The post office/courier firms and other agents of mail delivery shall be considered agents of the Account Holders for delivery of statements, letters and related communication. No responsibility shall be accepted by the Bank for access by third parties, loss, delay or non-delivery of such items including cheque books sent by post/courier at the request of the Account Holders.
10. The Bank is authorised to effect such orders in respect of the account as may be required by any court order or competent authority or agency under any applicable law.
11. Domiciliary Accounts (foreign currency accounts) maybe established in such foreign currency as the Bank shall determine from time to time, as allowed by local regulations in force from time to time and shall be subject to foreign exchange regulations, directives of the Government of Kenya or any of its organisation/agencies, foreign regulations as adopted in Kenya and the Central Bank of Kenya from time to time.
12. The Bank may at its discretion pay interest on deposits at such manner, rates and periodic intervals as the Bank may in its sole discretion determine from time to time having regard to the prevailing laws and regulations of the Central Bank of Kenya and Bank policies which are subject to change from time to time.
13. Uncleared instruments though credited in the account, shall not be drawn against unless in the complete discretion of the Bank and at such drawings will attract uncleared effects charges as may be set from time to time. Even if such instruments are credited to Account Holder's account and/or allowed to be drawn against, the Bank shall at all times have the right to debit the Account Holder's account, if the instruments are not realised without prior notice to Account Holder/depositor.
14. Cheques may only be drawn on printed cheques supplied by the Bank. The Bank reserves at all times, the right to refuse payment of cheques drawn otherwise. Cheques should be signed by the account signatory(ies) as per specimen signature and mandate, supplied to the Bank and any alteration(s) thereon must be authenticated by drawer(s) full signature. Post-dated, stale and defective cheques shall not be paid by the Bank.
15. Upon the Bank receiving notice of the demise of an individual Account Holder, the Bank will not be obliged to allow any operation or withdrawal from the account by any person except on production of a death certificate and a court order from a court of competent jurisdiction or any other relevant document recognised by law for succession purposes.
16. In cases of a joint account and one of the Account Holder dies and where the account mandate allows, then the money in the account and any other benefit, interest or obligation relating to that account will revert to the surviving joint holder(s).

17. Periodic statements of account shall be issued by the Bank to the Account Holder. The Bank will take due care to see that the credit and debit entries are correctly recorded in the accounts of the account holder. Any discrepancy in the statement of account should be promptly brought to the notice of the Bank in writing within fourteen days of dispatch of statements, failure to which the statement of account shall be deemed to be final and conclusive for all purposes whatsoever. In case of any error, the Bank reserves the right, at all times to make adjusting entries to rectify the error without notice and recover any amount wrongly paid or credited to any person together with any accrued interest or profit. However, the Bank shall not be liable for any loss or damage due to such error or any consequential loss arising there from to any party.
18. No Account Holder may annotate or delete any entries in the statement of account. Any discrepancy found, should at once be brought to notice of the Bank, if the statement of account is lost or spoilt, a duplicate statement of account may be provided by the Bank, subject to such charge as is applicable under its schedule of charges.
19. Minimum balance requirements (if any) will be notified by the Bank from time to time. The Bank may charge a penalty for any failure or omission to maintain such minimum balance.
20. The Bank reserves the right in its sole discretion to close any account with prior reasonable notice, which in its opinion is not satisfactorily operated at the Bank's discretion, or forthwith if the account is involved in illegal activity or pursuant to a court order.
21. Account Holders wishing to close their account must, surrender any unused cheques, Equity cards and any other documents or instruments issued by the Bank on the account. The Account Holder will also be liable for account closing charges as in force, before he can be paid the last remaining credit balance, if any.
22. The Bank shall have discharged its liability with respect to an account so closed by processing a transfer on instruction from the Account Holder, in the currency of such account, payable to the Account Holder in the amount of the then credit balance of such account less deduction(s) in respect of the amount of any claim that the Bank may have on such funds constituting the credit balance.
23. Where the Account Holder is issued with an Equity Card, mobile phone access codes or any other tool or code for the purpose of gaining access to one's account, the Account Holder undertakes not to transfer the same to any other person and undertakes to exercise due care and attention to ensure their safety and the secrecy of the PIN thereof. Where the account is a joint account, the joint holders undertake to ensure that the Equity Card, mobile phone access codes or any other tool or code for the purpose of gaining access to one's account is only used by authorised persons who operate that account. If a card is lost or stolen or if the PIN is disclosed to an unauthorised person, the Account Holder(s) must immediately notify the Bank in writing and the cardholder will be liable for any transaction made prior to the receipt by the Bank of such notification. The Account Holder may at any time cancel his or her Equity Card, mobile phone access codes or any other tool or code for the purpose of gaining access one's account and notify and return the same to the Bank provided that the Account Holder must not attempt to use the mobile phone access codes or any other tool or code for the purpose of gaining access to their account, after such notification of cancellation. The Bank reserves the right to withdraw the right to use the card, refuse to renew the card or replace or reissue a card without assigning a reason and without incurring any liability to a cardholder.
24. The Bank and its Affiliates are committed to keeping your personal data private. We shall process any personal data we collect from you in accordance with Data Protection Legislation and the provisions of the Data Privacy Policy as well as the Bank's Data Retention Policy.
25. Unless restricted by applicable laws, you agree that any and all personal data relating to you collected by the Bank in respect to your account may from time to time be used and disclosed for such purposes and to such persons as may be in accordance with the Bank's prevailing Privacy Policy as amended from time to time.
26. The Bank will keep all your personal data confidential. However, in order to service your needs and provide you with the products and services you require, we may share any information you provide to us with our group companies and their agents, counterparties and support service or data providers, wherever located. If you have provided information to other members of our group, those entities may also share that information with us. We will ensure that if we share such information with third parties, any such disclosure is at all times in compliance with the law.
 - 26.1 You consent to us collecting your personal information from you and where lawful and reasonable, from public sources for the purposes set out below and in the Bank's Data Privacy Policy.
 - 26.2 To verify your identity in order to protect you and your assets, to carry out our obligations from any contracts entered into between you and us or to take steps to enter into an agreement with you, to meet our regulatory compliance and reporting obligations, to provide our services to you, manage your accounts and our relationship with you, to keep you informed about products and services you hold with us and to send you information about products or services (including those of other companies) which may be of interest to you unless you have indicated at any time that you do not wish us to do so, to prevent, detect, and investigate fraud and alleged fraudulent practices and other crimes, to protect our business interests and to develop our business strategies, to contact you, by post, phone, text, email or other methods.
 - 26.3 If you give us personal information about or on behalf of another person, you confirm that you are authorised to consent on their behalf to give and process their personal information into and outside the country where the products or services are provided and to generally act on their behalf.

Any dispute, difference or question whatsoever which may arise between the parties including the interpretation of right and liabilities of either party shall be referred to an arbitrator under the rules of the Arbitration (Amendment) Act 2009 of Kenya or any statutory modification or re-enactment for the time being in force.

26.4 You consent to us processing your personal information with third parties wherever located and to ask all parties that receive your personal information to agree to our privacy policies

26.5 You hereby expressly consent and authorise the Bank to disclose, receive or utilise your personal information or information or data relating to your account and use of the services:

- i. To and from any local or international law enforcement or competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;
- ii. To and from the Bank's service providers, dealers, agents or any other company that maybe or become the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services;
- iii. To the Bank's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;
- iv. To your mobile service provider in relation to this agreement;
- v. For reasonable commercial purposes connected to your use of the services, such as marketing and research related activities;
- vi. To Credit Reference Bureau in accordance with the laws and regulations; and
- vii In business practices including but not limited to quality control, training and ensuring effective systems operation.

27. Permission to process personal information

28. You have several rights in relation to the information that we hold about you, including:

28.1 the right to access your personal data in our custody;

28.2 to object or restrict to the processing of all or part of your personal data. We may however continue to process where we have a legitimate reason to do so, or required by law;

28.3 to correction of false or misleading data; and

28.4 The right to request that we delete false or misleading data about you.

29. I/We the undersigned confirm I/we have read and understood the terms of the this Privacy Policy and hereby give express, unequivocal, free, specific and informed authority to the Bank and its Affiliates to use and process my/ our data pursuant to the terms as set out herein and as further set out in the Bank's Privacy Policy available at <https://equitygroupholdings.com/privacy-policy/>
30. The Account Holder consents and agrees that the Bank may withhold amounts in any account at any time, if any tax authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any tax authority to do so, or if we need to comply with internal policies or with any applicable order or sanction of a tax authority.
31. The Bank may request additional information from the Account Holder when required.
32. The Account Holder authorises the Bank to gather, store, use, process, disclose and report to any lawful entity as may be required by any law. You authorise us to disclose any information relating to any transactions to any regulator, tax authority, Credit Reference Agency or any other institution or third party as required by the laws of any country and as we deem necessary.
33. These terms are subject to the laws of the Republic of Kenya.
34. Any dispute, difference or question whatsoever which may arise between the parties including the interpretation of right and liabilities of either party shall be referred to an arbitrator under the rules of the Arbitration (Amendment) Act 2009 of Kenya or any statutory modification or re-enactment for the time being in force.
35. The Account Holder has a right at any time to lodge a complaint by communicating with the Bank through the various communication channels provided below. The Bank will provide you with a reference number upon receipt of your complaint. The Bank shall respond to your complaint within a reasonable period thereafter. Please quote your reference number when you make a follow up.

You may exercise your right to lodge a complaint or raise a query about your account, the Bank's services or products by visiting any one of our branches countrywide or by contacting the Bank through the following channels:

Email: info@equitybank.co.ke

Postal Address: Equity Bank (Kenya) Limited

P.O. Box 75104-00200 Nairobi, Kenya

Telephone Number: 0763063000

I/We the undersigned confirm I/we have read and understood the terms of the terms and conditions contained herein above and hereby freely agree to be bound by said terms and conditions. We further confirm that the information and documentation provided to the Bank is correct and accurate to the best of my/our knowledge.

Name: _____	ID/PP No: _____	Signature: _____
Name: _____	ID/PP No: _____	Signature: _____
Name: _____	ID/PP No: _____	Signature: _____
Name: _____	ID/PP No: _____	Signature: _____