

TERMS AND CONDITIONS FOR THE REGISTRATION AND USE OF THE DTB SALARY ADVANCE LOAN PRODUCT**1. Agreement to the Terms and Conditions**

- 1.1. These Terms and Conditions (hereinafter referred to as the Terms and Conditions) govern the registration, access and use of the DTB Salary Advance Loan offered on digital channels (eg. Unstructured Supplementary Service Data (USSD)) (hereinafter referred to as the "DTB Salary Advance Menu/ Platform") by Diamond Trust Bank Kenya Limited (DTB).
- 1.2. These Terms and Conditions and any amendments or variations thereto shall come into force upon acceptance by the Customer (hereinafter "you").
- 1.3. The Bank reserves the right to vary, amend or replace all or any of these conditions at any time. Notification of any such variation and/or amendment shall be given to you either in writing or by publication thereof or by such means as the Bank may select provided that failure to make such notification shall not invalidate the changes, especially when the same has been occasioned upon instruction by government, court, regulator or other competent authority.
- 1.4. Acceptance of the Terms and Conditions
 - 1.4.1. Before applying to register for the DTB Salary Advance Loan you should carefully read and understand these Terms and Condition which will govern the use and operation of the DTB Salary Advance Loan/ Platform.
 - 1.4.2. If you do not agree with these Terms and Conditions, please click "no" on the DTB Salary Advance Menu upon being requested to confirm that you have read and accept the Terms and Conditions.
 - 1.4.3. You will be deemed to have read, understood and accepted these Terms and Conditions:
 - 1.4.3.1. Upon clicking "Yes" option on the DTB Salary Advance Menu requesting you to confirm that you have read and accept the Terms and Conditions; and/or
 - 1.4.3.2. Upon registration on the DTB Salary Advance Menu and/or by using or continuing to use and operate the DTB Salary Advance Loan Product.
- 1.5. By applying to register for the DTB Salary Advance Loan Product, you agree to comply with and be bound by the Terms and Conditions from time to time in force governing the operation of the DTB Salary Advance Loan Product and affirm that these Terms and Conditions herein are without prejudice to any right that the Bank may have in law or otherwise.
- 1.6. By accepting these Terms and Conditions you are accepting that:
 - 1.6.1. The Bank may conduct any "Know Your Customer (KYC)" due diligence including but not limited to identity confirmation, fraud and credit checks which it deems necessary on you and for this purpose the Bank may seek confirmation of any details which you upload to the Salary Advance Platform from any third party (including any credit reference agency in accordance with applicable laws), or Government Authority;
 - 1.6.2. The Bank may periodically obtain your demographic, identification and historical transactional data from trade partners who deal directly or indirectly with you either in your individual capacity or through an organization related to yourself through ownership, management or otherwise;
 - 1.6.3. The Bank may procure any credit history, obtain a credit rating for you from any credit reference agencies we use from time to time, or obtain any related data available on you from any third party or Government Authority as the Bank in its sole discretion deems appropriate;
 - 1.6.4. In the event of your account as a Borrower going into default, the Bank may forward your personal information and details of your default in servicing your loan to any credit reference agency for listing or collection, and you acknowledge that such information may be used by banking institutions and other credit grantors for the purpose of evaluating your credit history, credit worthiness, in assessing applications for credit made by you, for occasional debt tracing and fraud prevention purposes and for any other lawful purpose.
 - 1.6.5. Each time a loan is disbursed, details of the amount borrowed by you will be recorded. Your identity will not be disclosed to any other DTB Salary Advance customer, except where it is necessary to do so for the recovery of amounts due and payable under any loan or to comply with any applicable law;
 - 1.6.6. The DTB Salary Advance Platform may automatically process repayments by debiting the principal amount, interest and transaction fees from the persons to whom those fees are due and payable; and
 - 1.6.7. The Bank may record details of your borrowing history on the Salary Advance Platform and utilise such details to build up a credit history for you. Such details and credit history may at any time be shared with credit reference agencies we use from time to time or any relevant Government Authority and

you acknowledge that your credit history and information gathered from your use of the DTB Salary Advance Platform may be used by banking institutions and other credit grantors for the purpose of evaluating your credit worthiness, in assessing applications for credit made by you, for occasional debt tracing and fraud prevention purposes and for any other lawful purpose.

- 1.6.8. You acknowledge and accept that the Bank offers the DTB Salary Advance Loan only electronically and you agree to do business with the Bank and to operate the Salary Advance Platform only by electronic means via the Salary Advance Menu. Any query and complaint you may have relating to the services shall be addressed to the Bank through the Bank's Contact Centre.

2 Registering for DTB Salary Advance Loan

- 2.1 In order to operate a DTB Salary Advance Loan Product with the Bank, you must be 18 years of age and above, open a DTB Account, be a registered and active mobile subscriber with a mobile service provider. The Bank reserves the right to verify with the IPRS the authenticity of your details.
- 2.2 You may register for the DTB Salary Advance Loan solely by way of an electronic application made by using your mobile equipment via the Salary Advance Menu.
- 2.3 You hereby agree and authorize the Bank to request IPRS for your personal information held by IPRS pursuant to the agreement between you and the Bank for the provision of the DTB Salary Advance Loan Product and services and including your phone number, name, date of birth, ID or Passport Number and such other information that will enable the Bank to identify you and comply with the regulatory "Know Your Customer" requirements (together with the "Personal Information").
- 2.4 In order to register on the Salary Advance Platform you will need to meet the following criteria. The following criteria are not exhaustive, and you may be required to produce further documentation or information at the time of such registration. Failure to provide such information within the time required by the Bank may result in the Bank declining to accept your application for the DTB Salary Advance Loan Product. You must;
- 2.4.1. be an individual; and
- 2.4.2. not be operating in, own or otherwise be involved in any illegal business.
- 2.5 You hereby agree and authorize the Bank to obtain and procure your personal data contained in the IPRS from the Government of Kenya and you further agree and consent to the disclosure and provision of such Personal Information by the Government of Kenya to the Bank. You hereby further acknowledge and authorize the Bank to verify your personal data received from the Mobile Network pursuant to Clause 2.3 against the information received from the Government of Kenya in your respect as contained in the IPRS.
- 2.6 Acceptance by the Bank of your application for the DTB Salary Advance Loan shall be done via SMS sent to the Mobile Phone Number associated with your Account.
- 2.7 The Bank reserves the right to decline your application for the DTB Salary Advance Loan or to revoke the same at any stage at the Bank's sole discretion and without assigning any reason or giving any notice thereto.

3 DTB Salary Advance Loan Service

As a registered DTB Salary Advance Loan subscriber, you may, subject to these terms and conditions borrow money from the Bank as follows;

- 3.1 As a subscriber of the DTB Salary Advance Loan Product and having opted-in to the service, you may, subject to these terms and conditions apply for a loan using the DTB Salary Advance Loan Menu on your mobile equipment based on your assigned limit.
- 3.2 Where you apply for a loan from the Bank, your application shall be appraised according to the applicable loan appraisal processes of the Bank. The Bank reserves the right at their sole discretion and without assigning any reason to approve or decline your application for a loan.
- 3.3 Subject to approval of your application for a loan, the Bank shall disburse to your prescribed DTB Bank Account a loan of an amount to be determined by the Bank in its sole discretion and a maximum of your assigned credit limit or such other minimum or maximum amount as the Bank may from time to time in its sole discretion determine (the "Loan").
- 3.4 The processing fee of the Loan will be 7% of the amount applied for, which shall be deducted upon disbursement of the loan.
The processing fee stated in Clause 3.4 above shall further be subjected to all applicable taxes which shall be borne by yourself.
- 3.5 The Bank will charge interest at 13% p.a. on the Loan amount. The Bank will additionally charge a penal interest on any amounts in default at a rate to be determined by the Bank.
- 3.6 The proceeds of the full Loan requested shall be credited into your prescribed DTB Bank Account within a reasonable time of the Loan being approved and communication of the same being delivered to you via SMS.
- 3.7 The Salary Advance Loan shall be paid either via check off or from your account on or immediately after your next pay day after the date of disbursement of the loan or within the term agreed upon at the time of loan request. Amounts available in the account, up to the maximum repayment due, will be tracked and inaccessible 5 days prior to the loan's due date until full repayment.
- 3.8 In consideration of the Bank granting you the Loan, you shall pay interest on the loan at our prevailing interest rate on loans. The Interest must be paid by you upfront on loan application.

- 3.9 Processing Fees are subject to change at any time at the Bank's sole discretion subject to a notice to you as soon as is practicable.
- 3.10 The Bank shall be entitled to terminate this Agreement in accordance with the provisions of Clause 12 without prejudice to any of its rights accruing hereunder if you fail to repay the Loan, interest and/or the processing fees due thereon on their respective due dates.
- 3.11. The Bank reserves the right to vary the terms of the Loan including the fees payable thereon from time to time having regard to the prevailing rules, regulations and the policies of the Bank. The Bank will notify you of such changes by way of SMS as soon as practicable.
- 3.12 You hereby expressly consent and authorize the Bank to disclose, respond, advise exchange and communicate the details or information pertaining to your DTB Salary Advance Loan to the Credit Reference Bureaus.

4 Amendments to the DTB Salary Advance Loan Product Terms & Conditions

- 4.1 The Bank may vary these terms and conditions from time to time and at the Bank's sole discretion to accommodate:
 - 4.1.1. DTB Salary Advance Loan Product Customers' feedback;
 - 4.1.2. Changes required by third party service providers;
 - 4.1.3. Improvements in the DTB Salary Advance Loan Service;
 - 4.1.4. Changes in Applicable Law; and
 - 4.1.5. Decisions or orders of any court, ombudsman, arbitrator, regulator or any undertakings given in one of these contexts.
- 4.2. A notification of any such change will be sent to you. The Bank will always try to give notice by SMS or email before making the change; however, this may not always be possible. If you continue to use the DTB Salary Advance Loan Service after we have given you such notice you will be deemed to have accepted such amendments and the DTB Salary Advance Terms & Conditions, as amended.
- 4.3. The Bank reserves the right at all times to suspend or terminate the DTB Salary Advance Loan Service at any time for the purposes of dealing with any technical defects (including but not limited to the DTB Salary Advance Loan service becoming unavailable or subject to extensive delays) which may arise, making any improvements to the DTB Salary Advance Loan Service or for any other reason whatsoever. The Bank will provide you with reasonable notice before we suspend or terminate the DTB Salary Advance Loan Service, unless the defect is urgent, or we are forced to suspend or terminate the DTB Salary Advance Loan Service in an emergency.
- 4.4. In the unlikely event that the DTB Salary Advance Loan Service has been suspended or terminated in accordance with Clause 4.3, The Bank will endeavour to repair or fix the defect or carry out the modification as soon as is reasonably practicable and will not incur any liability for any direct or indirect loss (including loss of profit, sales, business or revenue, loss of business opportunity, goodwill or reputation or loss of anticipated savings) or damage which you have incurred as a result of the suspension or termination of the DTB Salary Advance Loan Service.

5 Fees

- 5.1. You hereby agree to pay DTB Salary Advance Loan principal amount advanced to you.
- 5.2. You hereby agree to pay all processing fees and interest payable in connection with your use of the services.
- 5.3. You shall pay to DTB and DTB is entitled to deduct from your payment:
 - 5.3.1. Any processing fees and interest payable in respect of the Services;
 - 5.3.2. Any legal charges including advocate and client costs incurred by the Bank in obtaining legal advice in connection with your DTB Salary Advance Loan and your dealings with the Bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of any dealings in respect of your DTB Salary Advance Loan; and
 - 5.3.3. All other fees, expenses and taxes, duties, impositions and expenses incurred in complying with your requests.
- 5.4. You hereby agree to pay costs, charges and expenses incurred by the Bank in obtaining or attempting to obtain payment of any loan owed under your DTB Salary Advance Loan.
- 5.5. You hereby agree to make all payments towards your loan clearance through your employer who will officially deduct any amount due from your DTB Salary Advance Loan. You acknowledge that any cash payments made by yourself to agents representing or purporting to represent the Bank shall be done at your own risk, and you indemnify the Bank from any liability related to such cash payments done by yourself.

6 Irrevocable Authority of the Bank

- 6.1 It's your sole responsibility to familiarize yourself with the use of the service that will be provided by the Bank upon your registration to the Service. The Bank will not be liable for any losses incurred because of your errors either of commission and/or omission.
- 6.2 You hereby irrevocably authorize the Bank to act on all Requests received by the Bank from you (or purportedly from you) through the DTB Salary Advance Loan system and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.

- 6.3 If you request the Bank to cancel any instruction after a Request has been received by the Bank from you, the Bank may cancel such instruction upon sufficient proof provided by you that such transaction ought to be reversed.
- 6.4 The Bank shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Bank believes that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.
- 6.5 The Bank is authorized to effect such orders in respect of your DTB Salary Advance Loan as may be required by any court order or competent authority or agency under the applicable laws of Kenya.
- 6.6 In the event of any conflict between any terms of any Request received by the Bank from you and these Terms and Conditions, these Terms and Conditions shall prevail.

7 Privacy and Data Protection

- 7.1 You hereby allow the Bank to use your personal information for: statistical analysis; to develop and improve the DTB Salary Advance Platform and related products; to update your records; to identify which of our, or others' products might interest you; to assess lending and insurance risks; to arrange, underwrite and administer insurance and handle claims; to identify, prevent, detect or tackle fraud, money laundering and other crime; to carry out regulatory checks; keeping you informed about your lending or borrowing and for market research.
- 7.2 If you provide false or inaccurate information or fraud is identified your details and such information will be passed to the relevant Government or regulatory Authorities.
- 7.3 Subject to clause 7.5, we will keep your personal information confidential and only give it to others:
 - 7.3.1 if you ask us to or give us your permission to do so;
 - 7.3.2 to credit reference agencies to carry out credit checks, check your identity or to prevent fraud;
 - 7.3.3 to tell credit reference agencies that you have an account and how you run that account;
 - 7.3.4 to agents and subcontractors, acting for us, to use for the purpose of operating the DTB Salary Advance Platform or obtaining payment or repayment pursuant to a Loan;
 - 7.3.5 to our trade partners from whom we initially obtained your demographic, identification or historical transactional data as mentioned in clause 1.5.2 to improve their customer intelligence
 - 7.3.6 to investigate, prevent or detect fraud or carry out checks against money laundering;
 - 7.3.7 to share Information via any organisation which provides a centralised application matching service which it collects from and about mortgage and/or credit applications, for the purpose of preventing and detecting fraud;
 - 7.3.8 to trace debtors and recover debt;
 - 7.3.9 to meet our obligations to any relevant regulatory authority or taxing authority;
 - 7.3.10 if we must by law, the law allows it, or it is in the public interest; or
 - 7.3.11 if all of the assets which we use to operate the DTB Salary Advance Platform (or substantially all of them) are acquired by a third party, we may transfer personal information we then hold to that party so that the acquirer can continue to operate the DTB Salary Advance Platform.
- 7.4 The Bank may check your details with a fraud prevention agency or agencies, and if you give us false or inaccurate Information and we suspect fraud, we will record this. The Bank and other organisations (including Government and relevant regulatory Authorities) may use, search and access these records from Kenya and other countries to:
 - 7.4.1 help make decisions about credit and credit related services, for you;
 - 7.4.2 check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.
- 7.5 If you default on any of your obligations under a Loan the Bank may access and use your personal information and disclose the same to any credit reference agency and any Collections Agency used by us and any Government and relevant regulatory Authority for:
 - 7.5.1 Managing credit and credit-related accounts or facilities;
 - 7.5.2 Recovering any debt due under your Loan; and
 - 7.5.3 Checking details on proposals and claims for insurance.
- 7.6 The Bank may monitor, record, store and use any telephone, email, electronic or other communication with you in order to check any instructions given to us, for training purposes, for crime prevention and to improve the quality of our customer service.

8 Your use of the DTB Salary Advance Platform

- 8.1 You undertake not to use the DTB Salary Advance Platform to:
 - 8.1.1 Harvest or collect email addresses or other financial, personal or contact Information of customers or other users from the Salary Advance Loan Platform by electronic or other means for the purposes of sending unsolicited communications or inviting any person to borrow outside the Salary Advance Loan Platform;
 - 8.1.2 Use the Salary Advance Loan Platform in any unlawful manner or in any other manner that could damage, disable, overload or impair the Salary Advance Loan Platform or the servers on which it is hosted;

- 8.1.3 Use automated scripts to collect any information from or otherwise interact with the Salary Advance Loan Platform;
 - 8.1.4 Upload, post, publish, display, transmit, share, store or otherwise make available on the Salary Advance Loan Platform any Information that we may deem fit;
 - 8.1.5 Distribute information which is misleading, harmful, threatening, unlawful, libellous, defamatory, infringing of any intellectual property rights, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
 - 8.1.6 Upload software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - 8.1.7 Be used for unsolicited or unauthorised advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - 8.1.8 Access the private Information of any third party, including, without limitation, addresses, phone numbers, email addresses, Personal Identification Numbers, telephone numbers or other identifiers, credit card numbers and/or debit card numbers;
 - 8.1.9 To attempt to promote or market any goods or services for your own financial benefit;
 - 8.1.10 Register on the Salary Advance Loan Platform more than once or register on the Salary Advance Loan Platform on behalf of an individual other than yourself, or register on the Salary Advance Loan Platform on behalf of any entity without that entity's prior written authorisation;
 - 8.1.11. Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, your financial employment or personal circumstances or your affiliation with any person or entity; use or attempt to use another's account, service or system without authorisation from the Bank, or create a false identity on the Salary Advance Loan Platform;
 - 8.12 Solicit information from any other user of the Salary Advance Loan Platform or solicit passwords or personally identifying Information for commercial or unlawful purposes; or
 - 8.13 Invite any person to lend or borrow money outside the Salary Advance Loan Platform or to transact on the basis of any change (other than a change agreed with the Bank) to these Terms, any Loan or any other terms or conditions contained in the Salary Advance Loan Platform.
- 8.2 You agree to indemnify and hold each other customer, us, our subsidiaries and affiliates, and each of the Bank's directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any of your personal information, your use of the Salary Advance Loan Platform including any lending made through the Salary Advance Loan Platform, your conduct in connection with the Salary Advance Loan Platform or with other users of the Salary Advance Loan Platform, or any violation of these Terms or of any law or the rights of any third party.

9 Exclusion of Liability

- 9.1 The Bank shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of (a) the failure of any of your Mobile Phone, or (b) any other circumstances whatsoever not within the Bank's control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.
- 9.2 The Bank will not be liable for any losses or damage suffered by you as a result of or in connection with:
 - 9.2.1 Failure, malfunction, interruption or unavailability of the System, your Equipment, the Network, DTB Salary Advance Loan System and/or DTB Salary Advance Loan Service;
 - 9.2.2 Your failure to give proper or complete instructions for payments relating to your DTB Salary Advance Loan;
 - 9.2.3 Any fraudulent or illegal use of the Services, the System and/or your Equipment; or
 - 9.2.4 Your failure to comply with these Terms and Conditions and any document or information provided by the Bank concerning the use of the System and the Services.
- 9.3 If for any reason other than a reason mentioned in subparagraphs 11.1 or 11.2, the Services are interfered with or unavailable, the Bank's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.
- 9.4 Save as provided in subparagraph 11.3 the Bank shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.
- 9.5 Under no circumstances shall the Bank be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to the Bank.
- 9.6 The Bank shall only be liable for foreseeable loss or damage arising directly out of its own breach of these Terms, negligence or wilful misconduct.
- 9.7 The Bank shall not be liable for any loss or damage arising out of or in connection with:
 - 9.7.1 Any error or inaccuracy in the information entered by you or any other DTB Salary Advance Loan Customer;
 - 9.7.2 Any of the information available on the Salary Advance Loan Platform; or

- 9.7.3 Any failure to make a repayment, breach, negligence, breach of contract, misrepresentation or wilful misconduct in relation to any Loan.
- 9.8 In no circumstances shall the Bank be liable for any indirect, special or consequential loss or damage, including loss or damage arising out of or in connection with a failure by a customer to make a repayment, any breach of a Loan by a customer, lost information, damage to goodwill or business interruption, any delay or failure to perform our own obligations under these terms due to circumstances beyond our own reasonable control.
- 9.9 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

10 Intellectual Property

- 10.1 You acknowledge that the intellectual property rights in the System (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that the Bank provides to you through the System or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Bank.

11 Indemnity

- 11.1 In consideration of the Bank complying with your instructions or Requests in relation to the DTB Salary Advance Loan, you undertake to indemnify the Bank and hold it harmless against any loss, charge, damage, expense, fee or claim which the Bank may suffer or incur or sustain thereby and you absolve the Bank from all liability for loss or damage which you may sustain from the Bank acting on your instructions or requests or in accordance with these Terms and Conditions.
- 11.2 The indemnity in clause 11.1 shall also cover the following:
- 11.2.1 All demands, claims, actions, losses and damages of whatever nature which may be brought against the Bank or which it may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Bank's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Bank.
 - 11.2.2 Any loss or damage that may arise from your use, misuse, abuse or possession of any third-party software, including without limitation, any operating system, browser software or any other software packages or programs.
 - 11.2.3 Any unauthorized access to your DTB Salary Advance Loan Menu or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your Equipment.
 - 11.2.4 Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by the Bank as a consequence of any breach by these Terms and Conditions.
 - 11.2.5 Any damages and costs payable to the Bank in respect of any claims against the Bank for recompense for loss where the particular circumstance is within your control.

12 Termination

- 12.1 The Bank may at any time, upon notice to you, terminate or vary its business relationship with you and close your DTB Salary Advance Loan Account and in particular but without prejudice to the generality of the foregoing the Bank may cancel the credit limit which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine.
- 12.2 Without prejudice to the Bank's rights under clause 12.1, the Bank may at its sole discretion suspend, decline loan application or close your DTB Salary Advance Loan Account following a notice of the same provided by the Bank:
- 12.2.1 If you use the DTB Salary Advanced Platform for unauthorized purposes or where the Bank detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;
 - 12.2.2 If you provide any information that is untrue, inaccurate, not current, or incomplete, the Bank has the right to not only suspend or terminate your account but also refuse any and all current or future use of the System;
 - 12.2.3 If your agreement with the Bank or your employer is terminated for whatever reason;
 - 12.2.4 If the Bank is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;
 - 12.2.5 If the Bank reasonably suspects or believes that you are in breach of these Terms and Conditions (including non-payment of any Loan amount due from you where applicable);
 - 12.2.6 Where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety that shall be sent to the Customer;

12.2.7 To facilitate update or upgrade the contents or functionality of the Services from time to time upon provision of a notice to the Customer;

12.2.8 If the Bank decides to suspend or cease the provision of the Services for commercial reasons, notice of which will be sent to the Customer by way of [e-mail or SMS] before the suspension/termination of the Customer's Loan.

12.3 You may close your DTB Salary Advance Loan by opting out of the service at any time upon payments of all outstanding amounts owed to the Bank.

12.4 If your DTB Salary Advance Loan is in arrears at the time of closure of your DTB Salary Advance Loan, you agree to pay the Bank immediately all amounts you owe us including all applicable fees.

12.5 Termination shall not affect any accrued rights and liabilities of either Party.

12.6. If the Bank receives notice of your demise, the Bank will not be obliged to allow any operation or withdrawal from your DTB Salary Advance Loan by any person except upon production of a Grant of Letters of Administration or Grant of Probate and a Confirmation of Grant by your legal representatives duly appointed by the Court.

13 Disclosure of Information

13.1 You hereby expressly consent and authorize the Bank to receive, record, disclose or utilize your personal information or information or data relating to your DTB Salary Advance Loan and any details of your use of the Services including details of your default in servicing financial obligations on your DTB Salary Advance Loan:

13.1.1 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;

13.1.2 To and from the Bank's service providers, dealers, agents or any other company that may be or become the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services;

13.1.3 To a Credit Reference Bureau if in the Bank's opinion such disclosure is necessary for the purposes of evaluating your creditworthiness or any transaction with or credit application made to the Bank, maintaining your Account with the Bank or for any other lawful purpose;

13.1.4 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;

13.1.5 To a Network in connection with the Mobile Money Service and the Services;

13.1.6 For reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and

13.1.7 In business practices including but not limited to quality control, training and ensuring effective systems operation.

14 Miscellaneous

14.1 These Terms and Conditions (as may be amended from time to time) form a legally binding agreement between you, your personal representatives, heirs and permitted assigns/successors in title and assigns and the Bank.

14.2 You may not assign this Agreement and any rights or liabilities accruing thereunder to any other person unless expressly permitted in writing by the Bank.

14.3 The Bank may vary or amend these Terms and Conditions and the Processing Fees, subject to prior notice to you. Any such variations or amendments may be notified to you via SMS, published in posters, in the daily newspapers, on the Bank's website and/or by any other means as determined by the Bank and any such variations and amendments shall take effect within a period of 7 days from publication.

14.4 No failure or delay by either yourself or the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

14.5 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

14.6 If any provision of these Terms and Conditions shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.

14.7 Any addition or alteration to these Terms and Conditions may be made from time to time by the Bank and of which notice has been given to you by way of publication as provided in subparagraph 16.3 shall be binding upon you as fully as if the same were contained in these Terms and Conditions.

14.8 The Bank's failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

14.9 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or the use of the DTB Salary Advance Loan Services.

14.10 You hereby waive any and all defences you may have based on the electronic form of these Terms and Conditions and the lack of signing by the Bank hereto to execute these Terms and Conditions.

14.11 Except with respect to Customer's obligation to pay Charges, neither Party shall be liable for any Loss resulting from delay or failure to perform this Agreement, either in whole or in part, where any such delay or failure is due to a Force Majeure Event.

- 14.12 The Customer accepts and acknowledges that this is a legal and binding agreement between the Customer and the Bank.
- 14.13 Choice of Law: These Terms are in English and governed by Kenyan law which shall also apply to the establishment of our relationship with you. We will only write and communicate with you in English. By accepting these Terms, you confirm that you are able to read and understand English.
- 14.14 Taxes: If any taxes apply to you as a result of entering into these Terms or as a result of entering into any Loan you must account for them yourself.
- 14.15 The Bank may transfer its rights and obligations under these Terms to another person, and we will notify you in writing if this should happen. You are not permitted to transfer or assign your rights or your obligations under these Terms to any other person.
- 14.16 "We," "our," and "us," means the Bank and includes its successors in title and assigns;
- 14.17 "You" or "your" means the Customer and includes your personal representatives and heirs;
- 14.18 The word "Customer" shall include both the masculine and the feminine gender as well as juristic persons;
- 14.19. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 14.20. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

15 Notices

- 15.1 The Bank may send information concerning the DTB Salary Advance Loan Product via SMS to the Mobile Network Mobile Phone number associated with your DTB Salary Advance Loan Product.
- 15.2 You acknowledge that you have no claim against the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication pertaining to the DTB Salary Advance Product.

16 Dispute Resolution, Jurisdiction and Arbitration

- 16.1 You may contact the DTB Contact Centre to report any disputes, claims or DTB Salary Advance Loan Account discrepancies.
- 16.2 Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). Such arbitration shall be conducted in the English language in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.
- 16.3 To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.
- 16.4 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.