V2/2026

DTB DIAMOND TRUST BANK

Till Moja Application Form

Date: ☐☐ / ☐☐ / ☐☐☐☐

ORGANIZATION DETAILS *(Details should match what we have in Bank's Records)*

Company/Organization/Customer Name:

DTB Account Number *(To Receive Collections)* : ☐☐☐☐☐☐☐☐☐☐ | Domicile Branch:

Key Contact Person Name:

Email Address: | Mobile Number ☐☐☐☐☐☐☐☐☐☐

SHORT CODE 1

Till Tariff: Customer pays ☐ Merchant pays ☐

Short Code Name | DTB Account No. *(if different from above)* ☐☐☐☐☐☐☐☐☐☐

Preferred Short Code *(6 Digits)* ☐☐☐☐☐☐ *(Subject to Availability)* | Bank Assigned Short Code *(6 Digits)* ☐☐☐☐☐☐ *(For Bank use only)*

Mobile Number *(For SMS payment alerts linked to short code E.g., Cashier's Mobile No*
a) ☐☐☐☐☐☐☐☐☐☐ b) ☐☐☐☐☐☐☐☐☐☐
c) ☐☐☐☐☐☐☐☐☐☐ d) ☐☐☐☐☐☐☐☐☐☐

Email Address *(Optional)*
(For Email payment alerts linked to short code)

SHORT CODE 2

Till Tariff: Customer pays ☐ Merchant pays ☐

Short Code Name | DTB Account No. *(if different from above)* ☐☐☐☐☐☐☐☐☐☐

Preferred Short Code *(6 Digits)* ☐☐☐☐☐☐ *(Subject to Availability)* | Bank Assigned Short Code *(6 Digits)* ☐☐☐☐☐☐ *(For Bank use only)*

Mobile Number *(For SMS payment alerts linked to short code E.g., Cashier's Mobile No*
a) ☐☐☐☐☐☐☐☐☐☐ b) ☐☐☐☐☐☐☐☐☐☐
c) ☐☐☐☐☐☐☐☐☐☐ d) ☐☐☐☐☐☐☐☐☐☐

Email Address *(Optional)*
(For Email payment alerts linked to short code)

SHORT CODE 3

Till Tariff: Customer pays ☐ Merchant pays ☐

Short Code Name | DTB Account No. *(if different from above)* ☐☐☐☐☐☐☐☐☐☐

Preferred Short Code *(6 Digits)* ☐☐☐☐☐☐ *(Subject to Availability)* | Bank Assigned Short Code *(6 Digits)* ☐☐☐☐☐☐ *(For Bank use only)*

Mobile Number *(For SMS payment alerts linked to short code E.g., Cashier's Mobile No*
a) ☐☐☐☐☐☐☐☐☐☐ b) ☐☐☐☐☐☐☐☐☐☐
c) ☐☐☐☐☐☐☐☐☐☐ d) ☐☐☐☐☐☐☐☐☐☐

Email Address *(Optional)*
(For Email payment alerts linked to short code)

SHORT CODE 4

Till Tariff: Customer pays ☐ Merchant pays ☐

Short Code Name | DTB Account No. *(if different from above)* ☐☐☐☐☐☐☐☐☐☐

Preferred Short Code *(6 Digits)* ☐☐☐☐☐☐ *(Subject to Availability)* | Bank Assigned Short Code *(6 Digits)* ☐☐☐☐☐☐ *(For Bank use only)*

Mobile Number *(For SMS payment alerts linked to short code E.g., Cashier's Mobile No*
a) ☐☐☐☐☐☐☐☐☐☐ b) ☐☐☐☐☐☐☐☐☐☐
c) ☐☐☐☐☐☐☐☐☐☐ d) ☐☐☐☐☐☐☐☐☐☐

Email Address *(Optional)*
(For Email payment alerts linked to short code)

ADDITIONAL FEATURES

Would you like to receive any of the below additional features? *(Tick if **Yes**)*

☐ Validation of your References for payments made via your DTB Short Code(s)
(Note that this will require you to provide us with a list of references for validation)

☐ Receive Webhook Notifications for credits received through you DTB Short Code(s)
(Note that this will require you to provide us with a Call-Back URL to receive such notifications)

Call Back URL:

DECLARATION

I/We confirm that the above details are correct and that I/We shall be bound by and agree to the DTB Short Code Service Terms and Conditions located here-in.

Authorised Signatory _____ Signature _____ ☐☐/☐☐/☐☐☐☐
Date

Authorised Signatory _____ Signature _____ ☐☐/☐☐/☐☐☐☐
Date

Authorised Signatory _____ Signature _____ ☐☐/☐☐/☐☐☐☐
Date

Authorised Signatory _____ Signature _____ ☐☐/☐☐/☐☐☐☐
Date

Authorised Signatory _____ Signature _____ ☐☐/☐☐/☐☐☐☐
Date

DTB SHORT CODE SERVICE TERMS AND CONDITIONS

The relationship between the Bank and the Customer is governed by the Laws of Kenya, these Terms and Conditions and any further agreement made in writing between the Bank and the Customer.

1. DEFINITIONS

"Agreement" means the agreement recorded in this document and all schedules, appendices and / or annexures here -to.

"Business Day(s)" means any day of the week save for weekends and public holidays in the relevant territory.

"DTB Short Code Service" means the services to be provided by the Bank to the Customer on the terms set out in this Agreement.

"Confidential Information" means any information in any form and format whatsoever (whether or not marked as confidential) disclosed to, or obtained by the Customer from the Bank or a third party acting on the Bank's behalf and without prejudice to the generality of the foregoing shall include but not be limited to any information ascertainable by the inspection or analysis of samples, any information relating to the Bank's operations, processes, plans, intentions, product information know -how, designs, trade secrets, software, market opportunities, customers, potential customers and business affairs.

"Data" means any data, including personal data supplied to a Party by the other Party and held, stored, collected, collated, accessed, or processed on behalf of the first -mentioned Party by the other Party.

"Data Protection Laws" means all applicable statutes, laws, secondary legislation, and regulations pertaining to ownership, sharing, privacy, confidentiality and/or the protection and/or storage of Data in the Territory.

"DTB Short Code" is a 6 -digit pseudo account number through which the Customer will be utilized to acquire payments made by the Payer to the Customer through the Payment Methods.

"Payer" means any person who makes payment to the Customer in relation to the products and services offered by the Customer to the Payer.

"Intellectual Property" means all trademarks, logos, brand names, trade names, patents, emblems, designs and copyright or other similar industrial or commercial monopoly rights owned by the respective parties or any of their subsidiary or associate companies.

"Payments" means payments made by the Payer(s) to the Customer through a DTB Short Code issued to the Customer by the Bank.

"Payment Methods" as referred to in this Agreement shall mean all modes of payment which can be used by Payers to make payments to the Customer using the Customer's DTB Short Code. The Payment Methods availed by the Bank will be done so at the Bank's discretion.

2. OBLIGATIONS OF THE BANK

For purposes of facilitating the provision of the DTB Short Code Service to the Customer, the Bank undertakes to:

2.1. Provide or Issue the Customer with a DTB Short Code or Multiple DTB Short Codes through which the customer will utilize as to account payments made via the Payment Methods availed by the Bank.

2.2. Collect and settle funds paid by Payers to the Customer through the Payment Methods in accordance with the provisions of clause 6.

2.3. In accordance with the provisions of this Agreement, undertake to assist the Customer with reconciliation through the provision of reporting tools including account statements and payment notifications.

2.4. Provide an issue handling and redress framework for purposes of addressing escalations from the Customer relating to the provision of the DTB Short Code Service.

2.5. Co -ordinate, supervise and decide upon all activities relating to the DTB Short Code Service.

3. OBLIGATIONS OF THE CUSTOMER

The Customer hereby undertakes to:

3.1. Nominate a DTB account number to be utilized for purposes of the settlement of funds obtained due to transactions acquired through the issued DTB Short -Code(s)

3.2. Provide contact details that will be linked/associated with each DTB Short Code requested for purposes of receiving notifications/alerts as a result of transactions acquired through the DTB Short -Code

3.3. At its own cost, promote and market the DTB Short Code Service through a proper medium so that the Payer(s) can use the Payment Methods to make payments to the Customer.

3.4. Be solely responsible for dealings with Payer(s) including (where necessary) the independent verification and validation of their identity and authority to utilize the DTB Short Code Service. The Bank will not be liable to the Customer or Payer for any liability arising out of defect in the provision of the Custom er's products or services to the Payer.

3.5. Ensure that it is acting in compliance with and shall at all times act in compliance with all laws, rules and regulations and shall at all times comply with the guidelines set by the Bank.

3.6. Bear and be responsible for the payment of all relevant taxes (including any applicable withholding taxes) due upon the Payments received through the DTB Short Code Service

3.7. Not describe itself as an agent or representative of the Bank or make any representations to Customers or any third party or give any warranties, which may require the Bank to undertake to or be liable for, whether directly, or indirectly, any obligation a nd/or responsibility to the Customer or any third party.

3.8. Indemnify and keep the Bank against all claims, losses, expenses and costs incurred as a result of the Customer's obligations to the Payer(s) and/or third parties as well as the failure by the Customers or Payer(s) to comply with any rules, regulations and limits set by any regulatory authority.

3.9. Ensure adherence to the DTB General Terms and Conditions and Privacy Policy which are accessible

4. TERM AND TERMINATION

4.1. This Agreement shall come into force on the Signature Date and shall continue to subsist unless terminated by either party or by the Bank in accordance with Clause 4.3

4.2. This Agreement may be terminated:

4.2.1. By either party without cause at any time on three (3) months' written notice.

4.2.2. By either Party forthwith by written notice to that effect if the Other Party shall commit any material breach of its obligations hereunder which is not capable of remedy or which shall not have been remedied within seven (7) days of the Other Party having received a written complaint or query (delivered through email or delivery of letter) specifying the nature of such breach and requiring its rectification.

4.2.3. By either Party if the other Party shall go into liquidation other than for the purposes of reconstruction or amalgamation or shall suffer the appointment of a receiver of any of its property or income or make any deed or arrangements with or composition f or the benefit of any of its creditors.

4.3. In addition to any other termination rights granted by this Agreement, the Bank may terminate this Agreement immediately without liability and without any notice, if

4.3.1. The Bank is notified or otherwise determines in good faith that the Customer is using the DTB Short Code Service in furtherance of any activity which violates any law, rule, or regulation or policy of the Bank.

4.3.2. The Bank, or its directors, officers, stockholders, employees or agents are made the subject of a criminal or civil or civil action or investigation or are threatened by such action as a consequence of use of the DTB Short Code Service by the Customer.

4.4. The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

5. FEES AND PAYMENTS

5.1. The Bank may impose or vary the charges or charging process and/or frequency with respect to the provision of the DTB Short Code Service, as it shall from time to time determine upon giving at least one -month prior notification in writing.

6. SETTLEMENT

6.1. Where payments have been acquired through the Customer's DTB Short -Code, the Bank shall credit the funds to such bank account provided by the Bank to the Customer.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1. The Customer agrees to indemnify and hold harmless the Bank of and from any and all claims, demands, losses, causes of action, damage, legal actions, judgments, including attorneys' fees and costs arising out of and relating to its undertakings and represe ntations to the Bank herein and any of its obligations to third parties.

7.2. The Bank's maximum cumulative liability under this Agreement shall not exceed the commission collected by the Bank under this Agreement in the month immediately preceding the occurrence of the claim from which the costs or expense arise and shall be subjec t to the following conditions having been met:

7.3. The Bank shall not indemnify the Customer against any losses arising fully or in part from actions, inactions, faults or negligence of the Customer or any third parties.

7.4. Without prejudice to the limitation of liability set out in this clause 7.2, the Customer must have notified the Bank of any direct loss in respect of which a claim of indemnity arises within thirty (30) days of the loss occurring. The Bank shall not be un der obligation to indemnify the Customer against any direct loss in respect of which notice has not been issued in accordance with the provisions of this clause.

7.5. Notwithstanding anything to the contrary contained in this Agreement a Party, its officers, employees, sub -contractors, agents and partners shall not be liable to the other Party for any indirect, consequential, incidental or special loss including (but no t limited to) loss of profit, anticipated savings, loss of goodwill, corruption or loss of data howsoever arising.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

8.1. The Customer shall keep confidential and shall not disclose to any other person nor use for any purpose any Confidential Information obtained from the Bank as a result of negotiating, entering into or implementing the agreement other than information which is required to be disclosed by operation of law or any requirement of a competent authority, is reasonably required to be disclosed in confidence to the Merchant's professional advisors for use in connection with the Services and / or matters contemplated herein or is or becomes within the public domain (otherwise than through the default of the recipient party).

8.2. The Bank and the Customer warrant that they will each duly observe all their obligations under the Data Protection Laws which arise in connection with the Confidential Information.

8.3. The intellectual property inherent in the DTB Short Code Service provided by the Bank under this Agreement (including improvements and upgrades thereto) shall remain the sole and exclusive property of the Bank. Further and unless otherwise agreed in writin g, neither Party shall be entitled to use of the intellectual property of the other save for the purposes of this Agreement.

8.4. All public announcements and/or press release in connection with the subject matter of this Agreement or its implementation shall only be made after mutual consultation and agreement on all the parameters there of including but not limited to the contents of such public announcements and/or press releases.

8.5. Any breach of this clause shall entitle the offended Party to terminate this Agreement in addition to other remedies entitled to it under law.

9. FORCE MAJEURE

9.1. None of the parties hereto shall be held liable for any breach under the Agreement if such a breach results from an event of Force Majeure (Force Majeure shall include but not limited to floods, earthquake, natural phenomena, war, any decisions of any rele vant Government authority) which for the purpose of this agreement shall mean any event or circumstances which materially affects such Party hereto in a manner which prevents that Party from performing or fulfilling all its obligations under this Agreement and where such event or circumstance or its effect cannot be prevented, avoided or removed by such Party acting in accordance with prudent practice and has not been precipitated or caused by default, negligence, omission or act of any party hereto.

9.2. Where the Force Majeure event shall continue to subsist for a period of twenty -eight (28) days, the other party may at any time thereafter terminate this Agreement upon not less that fourteen (14) days' notice in writing but without prejudice to any antecedent rights or liabilities of either Party.

10. NOTICES

10.1. Any notice or document to be served on any Party shall be sent or delivered to the addresses specified in this Agreement or otherwise communicated by the relevant Party.

11. DISPUTE RESOLUTION

11.1. Any dispute arising between the Parties hereto and not settled in full by mutual agreement of the parties hereto evidenced in writing shall be referred to arbitration according to the Arbitration Act, 1995 (as amended from time to time).

11.2. If Parties cannot agree to on an arbitrator, the arbitrator shall be appointed by the Chairman for the time being of the Kenya Branch of Chartered Institute of Arbitrators as the request of any party to the dispute .

11.3. The rules of the Chartered Institute of Arbitrators and the Arbitration Act 1995 (as amended from time to time) shall apply to the arbitration proceedings.

11.4. To the extent permissible by law the determination of the Arbitrator shall be final and binding upon the Parties.

11.5. The Language of the Arbitration hearing will be in English.

12. GOVERNING LAW AND JURISDICTION

12.1. The construction, validity and performance of this Agreement shall in all respects be governed and construed in accordance with the laws of Kenya and the Kenyan Courts shall have jurisdiction over all matters arising from this Agreement.

13. GENERAL

13.1. The Bank's relationship with the Customer will be that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer - employee relationship between the parties hereto or between the Bank a nd the Merchant's employees. The Customer shall have no right to obligate or bind the Bank in any manner. The employees of the Customer shall not have any claim/right/benefits whatsoever against the Bank.

13.2. This Agreement is personal to the Parties and may not be assigned at law or in equity without the prior written consent of the other Party.

13.3. The provisions of this Agreement may only be added to, modified or varied by mutual consent of and the written agreement of the Parties.

13.4. This Agreement constitutes the whole agreement between the Parties relating to the subject matter of this Agreement and supersedes any previous written or oral Agreement between them in relation to the matters dealt with in this Agreement

Signatory Name	Signature	Date