



KANISA REGULATED NON-WDT SAVINGS AND CREDIT CO-OPERATIVE SOCIETY LTD.

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KANISA SACCO MOBILE SERVICE TERMS AND CONDITIONS *657*33#

TERMS & CONDITIONS:

1. THE AGREEMENT

- 1.1 This agreement sets out the complete terms and conditions (hereinafter called “Terms and Conditions”) which shall be applicable to the KANISA SACCO MOBILE BANKING SERVICES (hereinafter referred to as KANISA SACCO) mobile lending platform.
- 1.2 These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

2. DEFINITIONS

- 2.1 In these Terms and Conditions, the following words and expressions bear the following meanings:
 - 2.1.1 Credit Reference Bureau means a credit reference bureau duly licensed to collect and facilitate the sharing of borrower’s information;
 - 2.1.2 Borrower means the person at whose request KANISA SACCO will advance a loan facility;
 - 2.1.3 Call Centre means KANISA SACCO’s call center;
 - 2.1.4 Equipment includes your mobile phone handset and or other equipment which when used together enables you to access the online lending platform;
 - 2.1.5 Products means the various loan facilities offered by KANISA SACCO;
 - 2.1.6 Request means a request and/or instruction received by KANISA SACCO from you or purportedly from you through the system and upon which request KANISA SACCO is authorized to act;
 - 2.1.7 Services shall include any form of financial services or products that KANISA SACCO may offer you pursuant to this Agreement and as you may from time to time subscribe to and “service” shall be construed accordingly;
 - 2.1.8 Security agreement constitutes the legal, valid, binding and enforceable obligations of the borrower and will continue to be effective security overall and every part of the secured asset;
 - 2.1.9 Secured asset is the asset over which the loan facility is secured;
 - 2.1.10 SMS means a short message service consisting of a text message transmitted from one mobile to another;
 - 2.1.11 System means KANISA SACCO’s electronic lending platform and communications software enabling the borrower to communicate with KANISA SACCO for the purposes of these services;
 - 2.1.12 Transaction costs means charges levied by other 3rd party service providers which

includes but is not limited to Mpesa and bank transaction charges.

- 2.1.13 We, our and us means KANISA SACCO and includes the successors and assigns of the KANISA SACCO;
- 2.1.14 You and your means the borrower and includes the personal representatives of the Borrower;
- 2.1.15 USSD T&C's means these USSD Terms and Conditions.
- 2.1.16 The word borrower shall include both the masculine and the feminine gender as well as the juristic persons;
- 2.1.17 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.1.18 Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1 Before applying to KANISA SACCO's products on our system, you should first carefully read and understand these Terms and Conditions which will govern the use and operation of our system and the products and services accessible thereof;
- 3.2 By accessing our system and completing a request, you agree to comply with and be bound by these Terms and Conditions and you affirm that these Terms and Conditions herein are without prejudice to any right that KANISA SACCO may have with respect to the services or products offered in Law or otherwise.
- 3.3 Application for mobile banking services shall be accepted only after authentication and verification by the society from time to time.
- 3.4 By making request for transaction in through the platform you irrevocably and unconditionally authorize KANISA SACCO to access all its accounts linked to mobile banking for effecting the transaction.
- 3.5 The mobile banking service may without prior notice be terminated or suspended by the society for any reason whatsoever including, including closure of related account, maintenance, network failure or by any service provider in respect of the Mobile Banking. The society will not assume any liability or responsibility for any suspension or termination.
- 3.6 The mobile service may be terminated at any time by notice from the customer through filling of a form as prescribed by the Society.
- 3.7 Customer should know that request for transactions, once made through his or her mobile are non-retractable as these are processed instantaneously and on a real time basis. Therefore, customer should take sufficient care while making a request for the transaction from his mobile.
- 3.8 The customer shall be responsible for protecting his or her PIN and mobile phone. The SACCO shall not be liable for unauthorized use of the service. All requests emanating out of customer's mobile with correct PIN shall be treated as genuine request and shall be acted upon by the Society as such whether or not actually initiated by the customer.
- 3.9 It shall be the SACCO shall maintain the secrecy and confidentiality of customer's accounts to the best of its abilities. The Society however shall not be liable if the

customer's accounts are compromised on account of breach of secrecy, denial of service or on account of hacking other technological failures.

- 3.10 If a customer changes or loses his/her mobile number, should notify the SACCO immediately for update on the mobile banking services by filling a form prescribed by the Society for this purpose.
- 3.11 Application for a loan shall be appraised according to the applicable loan appraisal processes of the Sacco. The Sacco reserves the right and without assigning any reason to approve or decline your application for a loan.
- 3.12 You shall repay the Loan within the stipulated time by the SACCO.
- 3.13 In consideration of the of the loan application, the Interest and all other charges shall be deducted upfront from the total Loan advanced.
- 3.14 The Sacco shall be entitled to recover any outstanding loan amount and accrued interest and penalties from other savings accounts held by you in the SACCO.
- 3.15 You hereby consent and authorize the Sacco to disclose, respond and communicate the details or information pertaining to your MOBILE LOAN Account to Credit Reference Bureaus as required under the banking Act or any other regulatory body.
- 3.16 The Borrower acknowledges that he or she fully understands the provisions of this Agreement and has entered into it voluntarily for his or her own benefit.
- 3.17 By accepting these Terms and Conditions, you authorize KANISA SACCO assess your credit score including but not limited to accessing your credit history from a registered Credit Reference Bureau.
- 3.18 These Terms and Conditions may be amended or varied by KANISA SACCO from time to time and the completion of requests and continued use of this service constitutes your agreement to be bound by the terms of any such amendment or variation.

4. REGISTRATION

- 4.1 Our system requires that you register by creating an account with us to be able to access our various products;
- 4.2 You agree to be responsible for maintaining the confidentiality of your passwords or other account identifiers which you choose and all other activities that occur on your equipment.
- 4.3 By signing up or otherwise using our system, you have read and understood our Terms and Conditions of registration on our official website and agree to be bound by these Terms and Conditions;
- 4.4 You hereby agree and authorize KANISA SACCO to obtain and procure your personal information 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 KANISA SACCO.
- 4.5 You hereby authorize KANISA SACCO to access any information available to assess your request, and also gives KANISA SACCO permission to subject your information to our robust credit scoring engine to ascertain your credit worthiness.
- 4.6 KANISA SACCO reserves the right to request for further information from you pertaining to your application for KANISA SACCO services or products. Failure to provide

such information within the time required by KANISA SACCO may result in KANISA SACCO declining to your request for a loan facility.

- 4.7 If you do not accept all of these Terms and Conditions of Registration, then you should not proceed with the registration;
- 4.8 Upon successful registration, you are advised to read and familiarize yourself with the terms and conditions of each product as you shall be bound by the said terms and conditions of each product.

5. FEES, CHARGES AND TAXES

- 5.1 You hereby agree to pay all fees, commissions, costs and other charges payable in connection with your use of our system and/or incurred by KANISA SACCO in obtaining or attempting to obtain settlement of any loan advanced herein including but not limited to the following:
- 5.2 Legal charges which may include advocate and client charges, costs and expenses incurred in any legal, arbitration or other proceedings arising out of or connected with your loan account;
- 5.3 Commissions at such rates as KANISA SACCO may determine from time to time;
- 5.4 Other charges and expenses including but not limited to ledger fees, postage, cables, telephone calls, taxes, duties and impositions.
- 5.5 All payments to be made by you in connection with these Terms and Conditions are calculated without regard to any taxes payable by you. If any taxes are payable in connection with the payment, you must pay KANISA SACCO an additional amount equal to the payment multiplied by the appropriate rate of tax.

6. BORROWER'S EQUIPMENT AND BORROWER'S RESPONSIBILITIES

- 6.1 You shall at your own expense provide and maintain in safe and efficient operating order your equipment for the purpose of accessing our system.
- 6.2 You shall be responsible for ensuring the proper performance of your equipment. KANISA SACCO shall neither be responsible for any errors or failures caused by any malfunction of your equipment, and nor shall KANISA SACCO be responsible for any computer virus or related problems that may be associated with the use of our system.
- 6.3 You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any information and/or document provided by KANISA SACCO concerning the use of our system.
- 6.4 You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your equipment. You shall ensure that your equipment does not come into the possession of an unauthorized person. KANISA SACCO shall not be liable for any loss occasioned by any Third Party who comes into contact with your equipment.
- 6.5 You shall immediately inform KANISA SACCO through the Call Centre through **0714612049/ 0780612049/** in the event that you have reason to believe that your equipment has been used to complete a transaction fraudulently without your authorization however KANISA SACCO shall not be liable for the said unauthorized infringement.

7. EXCLUSION OF LIABILITY

- 7.1 KANISA SACCO shall not be responsible for any loss suffered by you should the system be interfered with or be unavailable by reason of the failure of your equipment or any other circumstance not within KANISA SACCO's control including, without limitation, force majeure or error, interruption, delay or non-availability of our 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.
- 7.2 KANISA SACCO will not be liable for any losses or damages suffered by you as a result of or in connection with:
 - 7.3 Failure, malfunction, interruption or unavailability of your equipment;
 - 7.4 Any fraudulent or illegal use of the online lending platform or equipment;
 - 7.5 Your failure to comply with these Terms and Conditions and any documentation or information provided by KANISA SACCO in regards to use of our system.
- 7.6 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by the law.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 You acknowledge that the intellectual property rights on our system (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that provides to you through the system or otherwise are vested in KANISA SACCO. 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 KANISA SACCO.

9. YOUR REQUESTS

- 9.1 All requests received from your equipment will be presumed to be executed by you.
- 9.2 You hereby irrevocably authorize KANISA SACCO to act on all requests received by KANISA SACCO from you through the system and to hold you liable in respect thereof.
- 9.3 KANISA SACCO reserves the right and is 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, KANISA SACCO believes that it can correct the incomplete or ambiguous information in the request without any reference to you being necessary;
- 9.4 KANISA SACCO shall be deemed to have acted properly and to have fully performed all the obligations owed to you notwithstanding that the request may have been initiated, sent or otherwise communicated in error or fraudulently, and you shall be bound by any requests on which KANISA SACCO may act if KANISA SACCO has in good faith acted in the belief that such instructions have been sent by you.
- 9.5 KANISA SACCO may, in its absolute discretion, decline to act on your request in accordance with the whole or any part of your request pending further inquiry or further confirmation (whether written or otherwise) from you.
- 9.6 You agree to and shall release from and indemnify KANISA SACCO against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to KANISA SACCO having acted in accordance with the whole or any part of any of your requests (or failed to exercise) the discretion conferred upon it.

- 9.7 You acknowledge that KANISA SACCO shall not be liable for any transaction, any activity or any incident on your equipment whether or not occasioned by your negligence.
- 9.8 KANISA SACCO is authorized to effect such orders in respect of your loan account as may be required by any court order or competent authority or agency under the applicable laws.
- 9.9 In the event of any conflict between any terms of any request received by KANISA SACCO from you and these Terms and Conditions, these Terms and Conditions shall prevail.

10. PCL'S DATA PROTECTION POLICY

- 10.1 It is hereby understood and agreed that the data herein has been directly obtained from the Borrower who has provided this data to KANISA SACCO to facilitate the processing of the loan facility sought by the Borrower.
- 10.2 It is hereby understood and agreed that by signing this contract the Borrower:
- i. Must provide personal data which is required for facilitating the processing of the loan facility, the establishing and maintenance of business and for the fulfillment of KANISA SACCO's contractual and legal obligation;
 - ii. Consents to KANISA SACCO processing the data as per its internal company policy;
 - iii. Has given consent to KANISA SACCO to continue holding and processing the data provided even after all obligations under the loan facility has been settled for a variety of purposes including but not limited to research, product development, analysis of market trends, operation of KANISA SACCO's regulations and procedures;
 - iv. Is at liberty to exercise its rights as a data subject and as is provided by the Data Protection Act of 2019, Laws of Kenya;
- 10.3 KANISA SACCO undertakes to ensuring the personal data provided by the Borrower is processed in accordance with the Data Protection Act, Laws of Kenya.

11. DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION

- 11.1 You may contact the Call Centre through **0714612049/ 0780612049/ 011156100** to report any disputes, claims or complaints;
- 11.2 Any dispute arising out of or in connection with this agreement that is not resolved by Call Centre should be reported in writing through our emails on **info@kanisa-sacco.org**.
- 11.3 Any dispute arising out of or in connection with this agreement that is not resolved by KANISA SACCO 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 provisions of the Arbitration Act.
- 11.4 The parties hereby agree that the Arbitrator shall have power, inter alia, to:
- i. consolidate proceedings and have concurrent headings;
 - ii. award security for costs and order the preservation of evidence;
 - iii. make provisional awards;
 - iv. act in default of the parties;
 - v. apply the law determined by the conflict of laws rules which it considers applicable

- 14.5 To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding on upon the parties hereto.
- 14.6 This agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.