

# Retail Internet Banking Application Form



## For Official Use Only

Branch Name \_\_\_\_\_

Customer CIF NO \_\_\_\_\_

Customer Account Number \_\_\_\_\_

Reference User ID \_\_\_\_\_

### Please Complete this Form In Block Capital Letters

I/We wish to apply for retail internet banking service and undertake to comply, observe and be bound by Family Bank Terms and Conditions for Internet Banking as well as the general terms and conditions in force from time to time governing the operation of accounts with the bank.

### Customer Details

Account Name		
Postal Address	Postal code	Town
Telephone(Landline)	Telephone(Mobile)	
Email Address		
Account Currency		
Account Type	ID No	
Signing Mandate		Date
Default Mobile Number to Receive Alerts		

### Please provide details of accounts to be linked to corporate internet banking

CIF Number:	Account Number:																		
CIF Number:	Account Number:																		
CIF Number:	Account Number:																		
CIF Number:	Account Number:																		

### Please provide details of authorized signatories and user access levels for retail internet banking

2 <sup>nd</sup> Signatory	
Surname:	First Name: Middle Name
Telephone No.	Email Address:
User Access Level (Please tick one) <input checked="" type="checkbox"/>	<input type="checkbox"/> View <input type="checkbox"/> Input <input type="checkbox"/> Approve <input type="checkbox"/> Full Access
User CIF	

### 3<sup>rd</sup> Signatory

Surname:	First Name:	Middle Name:		
Telephone No.	Email Address:			
User Access Level (Please tick one) <input checked="" type="checkbox"/>	<input type="checkbox"/> View	<input type="checkbox"/> Input	<input type="checkbox"/> Approve	<input type="checkbox"/> Full Access
User CIF				

### 4<sup>th</sup> Signatory

Surname:	First Name:	Middle Name:		
Telephone No.	Email Address:			
User Access Level (Please tick one) <input checked="" type="checkbox"/>	<input type="checkbox"/> View	<input type="checkbox"/> Input	<input type="checkbox"/> Approve	<input type="checkbox"/> Full Access
User CIF				



### Declaration

I/We have read and agree to be bound by the terms and conditions governing Family internet Banking. I/We hereby irrevocably authorize the above-mentioned User, the holder/being one of the joint holders, to access and operate the accounts cited above through Family Internet Banking facility. I/We further authorize transactions executed by the said User through Family Internet Banking will be binding on me/us.

1<sup>st</sup> Signatory \_\_\_\_\_

2<sup>nd</sup> Signatory \_\_\_\_\_

3<sup>rd</sup> Signatory \_\_\_\_\_

4<sup>th</sup> Signatory \_\_\_\_\_

Company Seal/ Official Stamp

**For Bank Use Only**

**To be Completed by Branch Customer Service Officer**

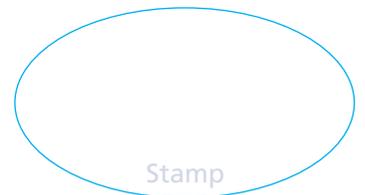
Form duly completed	<input type="checkbox"/> YES	<input type="checkbox"/> NO
All user details and CIF provided?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Agreement signature(s) confirmed?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Name	Signature	Date

**To be Completed by Branch Management**

Form duly completed	<input type="checkbox"/> YES	<input type="checkbox"/> NO
All user details and CIF provided?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Name	Signature	Date

**To Be Completed By Internet Banking Administrators**

Application form received by	
Date	
Signature	



Comments (if any)

## Guidance Notes for Selecting User Privileges

These are various authorization privileges levels available for corporate customers

- View
- Full Access
- Approve
- Input

The online Banking process privileges are then assigned to the customer's account. For example a customer who is authorised to approve transactions assigned to the Access Level Approve. The payment transfers, and standing orders approval process privileges will be assigned to the Approve Access Level

### FULL ACCESS

- Input CR - Transfer Own Accounts
- Input - Letter Of Credit
- Input - Letter of Guarantee
- Input - Mass Payment
- Input - Payroll Payment
- Input - Transfer to other Local Banks
- Input - Transfer to other Accounts
- Input - Transfer Swift
- Input - DR - Transfer to my own Accounts
- View - Account Details
- View - Account Transaction History
- View - Balance Overview
- View - Loan Account Details
- View - Loan Account Summary
- View - Loan Schedule
- View - Loan Statement
- View - Secure Messages
- View - Online Transaction Status
- View - Term Deposit Details
- View - Term Deposit Maintenance
- View - Term Deposit Summary
- View - Enter Account Alias
- View - Add login Alias
- View - Beneficiary Maintenance
- View - Quick Menus
- View - Change Password
- View - Sms Administration
- View - Exchange Rates
- View - Fdr Calculator
- View - FX Currency Converter
- View - Loan Calculator
- View - Savings Calculator
- View - Forced Change Password
- View - Log Off
- View - Login
- View - Terms and Conditions
- View - Pending for Authorization
- Approve - Letter of Credit
- Approve - Letter of Guarantee
- Approve - Mass Payments
- Approve - Transfer to other Accounts
- Approve - Transfer to other Local Banks
- Approve - Transfer to my own Accounts
- Approve - Transfer Swift
- Input - Term Deposit New
- Approve - Term Deposit New

### VIEW ONLY

- View - Account Details
  - View - Account Transaction History
  - View - Balance Overview
  - View - Loan Account Details
  - View - Loan Account Summary
  - View - Loan Schedule
  - View - Loan Statement
  - View - Secure Message
  - View - Online Transaction Status
  - View - Term Deposit Details
  - View - Term Deposit Maintenance
  - View - Term Deposit Summary
  - View - Enter Account Alias
  - View - Add Login Alias
  - View - Beneficiary Maintenance
  - View - Quick Menus
  - View - Change Password
  - View - SMS Administration
  - View - Exchange Rates
  - View - Fdr Calculator
  - View - Fx Currency Converter
  - View - Loan Calculator
  - View - Savings Calculator
  - View - Forced Change Password
  - View - Log off
  - View - Login
  - View - Terms and Conditions
  - View - Pending For Authorisation
- ### APPROVE
- View - Account Details
  - View - Account Transaction History
  - View - Balance Overview
  - View - Loan Account Details
  - View - Loan Account Summary
  - View - Loan Schedule
  - View - Loan Statement
  - View - Secure Messages
  - View - Online Transaction Status
  - View - Term Deposit Details
  - View - Term Deposit Maintenance
  - View - Term Deposit Summary
  - View - Enter Account Alias
  - View - Add Login Alias
  - View - Beneficiary Maintenance
  - View - Quick Menus
  - View - Change Password
  - View - SMS Administration
  - View - Exchange Rates
  - View - Fdr Calculator
  - View - Fx Currency Converter
  - View - Loan Calculator
  - View - Savings Calculator
  - View - Forced Change Password
  - View - Log Off
  - View - Login
  - View - Terms and Conditions
  - View - Pending For Authorisation
  - Approve - Letter Of Credit
  - Approve - Letter Of Guarantee
  - Approve - Mass Payment

- Approve - Payroll Payment
- Approve - Transfer to other Accounts
- Approve - Transfer to other Local Banks
- Approve - Transfer to my own Accounts
- Approve - Transfer Swift
- Approve - Term Deposit New

### INPUT

- Input CR - Transfer to my own Accounts
- Input - Letter Of Credit
- Input - Letter of Guarantee
- Input - Mass Payment
- Input - Payroll Payment
- Input - Transfer to other Local Banks
- Input - Transfer to other Accounts
- Input - Transfer Swift
- Input - DR - Transfer to my own Accounts
- View - Account Details
- View - Account Transaction History
- View - Balance Overview
- View - Loan Account Details
- View - Loan Account Summary
- View - Loan Schedule
- View - Loan Statement
- View - Secure Messages
- View - Online Transaction Status
- View - Term Deposit Details
- View - Term Deposit Maintenance
- View - Term Deposit Summary
- View - Enter Account Alias
- View - Add login Alias
- View - Beneficiary Maintenance
- View - Quick Menus
- View - Change Password
- View - SMS Administration
- View - Exchange
- View - Fdr Calculator
- View - FX Currency Converter
- View - Loan Calculator
- View - Savings Calculator
- View - Forced Change Password
- View - Log Off
- View - Login
- View - Terms and Conditions
- Input - Term Deposit New

## FAMILY BANK TERMS AND CONDITIONS FOR INTERNET BANKING (TCIB)

### 1. DEFINITIONS

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

**BANK** refers to Family Bank Limited, a limited liability company incorporated under the provisions of the Companies Act Chapter 486, Laws of Kenya and licensed under the Banking Act Chapter 488 Laws of Kenya as a bank having its registered office at Nairobi and care of Post Office Box 74145-00200 Nairobi and includes such branches of the bank as may from time to time be specified by the Bank to the customer.

**CUSTOMER** refers to the applicant herein as approved by the Bank to access Internet Banking services with the Bank.

**END -USER** refers to the customer and / or person(s) authorized by the customer to use Internet Banking

One or more USERS can be identified to operate the Account(s) through the Internet and each USER can be assigned limits and rights to perform financial transactions in line with the Operating Instructions Mandate provided by the customer for operating the Account(s) through internet banking.

**CIF NUMBER** refers to the number held/assigned to a customer. All the accounts held/operated by the customer and /or by his assigned users will be marked under the same CIF number

**TRANSACTION-** with respect to online internet banking, is the performance and use of the different services through internet banking.

**LOGIN PASSWORD-** A password used to login in to the internet banking portal

**TRANSACTION PASSWORD-** A secret code auto generated by the Internet Banking system' or authorize certain transactions

**USER ID** refers to user login ID, access code or PIN that the customer/uses together with the password to log in to the internet banking portal. The User ID can only consist of six characters.

**ACCOUNT** refers to the customer's Savings and / or Current Account and / or any other type of account held by the customer. All the accounts held by a customer will be marked under the CIF number(s) assigned to the customer.

**INTERNET BANKING** means the bank's online banking service or the performance of transactions, outlined under the internet banking services through the internet. To access the services and transact, the customer will be required to go to the bank's website and click on the internet banking link available on the bank's website.

**TERMS** refer to Terms and Conditions for use of internet banking facility as specified in this document.

In this document, all references to the USER being referred in masculine gender will also include the feminine gender, 'US' means the Bank, 'WE' and 'OUR' shall be construed accordingly.

### 2.0 APPLICABILITY OF TERMS

2.1 .These TERMS form the contract between the Customer and the bank. By applying for internet banking and accessing the service through the internet, the customer acknowledges and accepts these terms subject to the payment by the customer to the bank of fees and charges as will from time to time be specified by the bank depending on the bank's tariff guide.

2.2 .These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the customer.

### 3.PRODUCT AGREEMENT

3.1. These Terms (governing the use of Internet Banking) must be read together with and form part of each product agreement.

### 4.AMENDMENTS TO THESE TERMS

4.1. The Bank has the absolute discretion to amend or supplement any of the terms at any time and will endeavor to give prior notice of fifteen days for such changes wherever feasible except for changes to interest rates and/ or other variations that are subject to market changes.

4.2. The Bank may introduce new services within internet banking from time to time. The existence and availability of the new functions will be notified to the Customer as and when they become available.

4.3. By using these new services, the Customer /end user, agrees to be bound by the terms and conditions applicable.

## **5. INTERNET BANKING ACCESS**

5.1. The customer will apply for the Bank's internet banking services by completing an Application Form provided by the Bank. The application shall be subject to the Bank's approval.

5.2. Once an application has been approved and the customer's account(s) have been registered an automatically generated PIN (password) will be sent to the customer via their mobile number as provided in the respective customer's account details maintained at the bank.

5.3. The customer will be prompted to change the password assigned by the Bank on accessing Internet Banking for the first time. As a security measure the customer shall change the password as frequently thereafter as possible. The User ID can be changed after logging in and must have a maximum of 6 characters.

5.4. For joint or corporate accounts whose mandate includes multiple user(s), different passwords will be sent to each user and such users shall have a separate USER ID and Password.

5.5. For customers operating personal, joint or corporate accounts, each of them will be treated as a retail account holder and each will have a separate user ID and password for purposes of accessing internet banking services.

5.6. The Customer shall not attempt or permit others to attempt accessing the account information stored in the computers of the BANK through any means other than the Internet Banking service

## **6. USER ID AND PASSWORD**

6.1. The Customer/User must:

6.1.1. Keep the User-ID and password totally confidential and do not reveal the password to any third party.

6.1.2. Choose a password which shall be a minimum of 8 characters long and shall consist of a mix of alphabets, numbers and special characters which must not relate to any readily accessible personal data such as the user's name, address, telephone number, driver license etc. or easily guessable combination of letters and numbers.

6.1.3. Commit the User-ID and password to memory and do not record either in a written or electronic form.

6.1.4. Do not let any unauthorized person have access to your computer or leave the computer unattended whilst accessing internet banking.

6.2. If the User/Customer forgets Internet Banking User-ID, he can request for change of the password by sending a written request to the Bank.

## **ACCURACY OF INFORMATION**

7.1. The Customer/User(s) is responsible for the correctness of information supplied to the bank through the use of Internet Banking. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the user(s).

7.2. If the User suspects that there is an error in the information supplied to the Bank by him, he shall advise the Bank as soon as possible. The BANK will endeavor to correct the error wherever possible on a 'best efforts' basis.

7.3. If the USER notices an error in the account information supplied to him through Internet Banking or by the use of any of the Internet Banking services, he shall advise the Bank as soon as possible. The Bank will endeavour to correct the error promptly and adjust any interest or charges arising out of the error.

## **8. AUTHORITY TO THE BANK**

8.1. By filling the application form and duly executing the same, the Customer grants express irrevocable authority to the Bank for carrying out the banking transactions performed by the authorized User(s) through Internet Banking.

8.2. The Bank shall have no obligation to verify the authenticity of any transaction received from the User(s) through Internet Banking or purporting to have been sent by the users(s) via internet other than by means of verification of the User-Id and the password.

8.3. The display or printed output that is produced by the User(s) at the time of operation of Internet Banking is a record of the operation of the Internet access and shall not be construed as the BANK's record of the relative transactions.

8.4. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within a week from the date of sending the periodical statement to the Customer

## **9. LIABILITY OF THE USER AND THE BANK**

9.1. The Customer shall not be liable for any unauthorized transactions occurring through the use of Internet Banking which can be attributed to the fraudulent or negligent conduct of the employees or agents of the Bank.

9.2. If the User has complied with the terms and advises the Bank in writing under acknowledgement immediately after he suspects that his User-Id or password is known to another person and/ or notices an unauthorized transaction in his Internet Banking account, he shall not be liable for losses arising out of the unauthorized transactions occurring in the Internet Banking accounts after the receipt of such advice by the Bank

9.3. The user (s) shall be liable for some or all loss from unauthorized transactions in the Internet Banking accounts if he has breached the terms or contributed or caused the loss by negligent actions such as the following:

9.3.1 . Keeping a written or electronic record of Internet Banking password.

9.3.2. Disclosing or failing to take all reasonable steps to prevent disclosure of the User-Id or password to anyone including Bank's staff and/ or failing to advise the Bank of such disclosure in time.

9.3.3. Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions in the Internet accounts.

9.3.4. The Bank shall not be liable for any unauthorized transactions occurring through the use of Internet Banking which can be attributed to the fraudulent or negligent conduct of the user.

9.3.5. The Bank shall in no circumstances be held liable to the user if Internet access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware error or any other reason beyond the control of the Bank.

9.3.6. Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether a claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the user(s) or any other person.

9.3.7. The Bank will not be responsible or liable in the event of any losses suffered by you by reason of the shut down or delay in the availability of a website, any computer viruses, logic software or other programs affecting any website or in the event of incomplete messaging.

9.3.8. The Bank shall not be liable for any damage or loss arising from unauthorized access to any service by a third party using any Customer identification or User identification or ID unless we have received prior notification from the customer in accordance with the user guides or other relevant notification that no further access to the relevant service shall be granted to any person using such customer's Identification or User identification with effect of receipt of such notification

## **10. INDEMNITY**

10.1. The Customer shall indemnify and hold the BANK harmless against any loss suffered by the BANK, its customers or a third party or any claim or action brought by a third party which is in any way the result of the improper use of Internet Banking by the User.

## **11. DISCLOSURE OF PERSONAL INFORMATION**

11.1. The customer agrees that the Bank or its contractors may hold and process his Personal Information on computer or otherwise in connection with Infinity services as well as for statistical analysis and credit scoring. The Customer also agrees that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:

11.1.1. for participation in any telecommunication or electronic clearing network

11.1.2 .in compliance with a legal directive

11.1.3 .for credit rating by recognized credit agencies

11.1.4 .for fraud prevention purposes

## **12. BANK'S LIEN**

12.1. The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Customer's linked Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet banking Service extended to and / or used by the Customer.

## **13. PROPRIETARY RIGHTS**

13.1. The user acknowledges that the software underlying the Internet Banking Service as well as other Internet related software which is required for accessing the service is the legal property of the respective vendors. The permission given by the Bank to access the Internet banking services through the internet will not convey any proprietary or ownership rights in the above software.

13.2. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet Banking or create any derivative product based on the software.

## **14. NON-TRANSFERABILITY**

14.1. The grant of facility of Internet Banking to a Customer is not transferable under any circumstance and shall be used only by the user(s) authorized by the Customer.

## **15. TERMINATION OF INTERNET BANKING SERVICE/CONTRACT**

15.1. The Customer may request for termination of the internet Banking facility any time by giving a written notice of at least 15 days to the Bank. The Customer will remain responsible for any transactions made on his Internet account(s) through the service prior to the time of such cancellation of the Internet Banking Service.

15.2. The closure of all Internet accounts of the Customer will automatically terminate the Internet Banking Service.

15.3. The Bank may withdraw the Internet facility anytime provided the Customer is given reasonable notice depending on the circumstances.

15.4. The Bank may suspend or terminate Internet facilities without prior notice if the Customer has breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the User(s).

## **16. NOTICES**

16.1. Notices under these Terms and Conditions may be given by the Bank and the Customer:

16.1.1. Electronically to the mail box of either party. Such notices will be regarded as being in writing

16.1.2. in writing by delivering them by hand or by sending them by post to the last address given by the Customer and in the case of the Bank to the address mentioned in the heading above

16.2. In addition, the Bank may also publish notices of general nature which are applicable to all Customers of Internet on its Internet banking Link of the bank's Website. Such notices will have the same effect as a notice served individually to each Customer.

## **17. GOVERNING LAW**

17.1. These terms and conditions and/ or the operations in the accounts of the Customer maintained by the Bank and/ or the use of the services provided through Internet banking shall be governed by the laws of Kenya.

17.2. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Laws of Kenya. The mere fact that the Internet Banking service can be accessed through Internet by a Customer in a country other than Kenya shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/ or the operations in the Internet accounts of the Customer and / or the use of Internet Banking.

## **18. GENERAL**

18.1. The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause.

18.2. The Customer shall not assign this agreement to anybody else. The BANK may sub-contract and employ agents to carry out any of its obligations under this contract.