

KWETU CASH / AGENCY BANKING APPLICATION FORM



BRANCH _____

DATE ___/___/_____

CLIENT ACCOUNT INFORMATION

First Name

Other Names

Personal Mobile Number

National ID No.

Residential Address

Email Address

Mobile / Agency Banking Number to be registered

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ACCESS DETAILS

Please list your account number (s) for access on Mobile/Agency Banking

	Account Type	Account Number
Example:	SASA Savings	07345
1.	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>

Your Mobile/Agency Banking PIN will be sent to your mobile phone once your application is approved and upon subscription

DECLARATION AND SIGNATURE:

I confirm that the information given herein is accurate and true to the best of my knowledge and no information has been withheld that would affect the outcome of this application.

Name

Specimen Signature

Specimen Signature

Date...../...../.....

NB: Please attach a copy of your National ID

FOR OFFICIAL USE ONLY

	Name	Signature	Date
Signature & Account Details Verified by:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Data Captured by:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Verified by:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorized by:	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Mobile/ Agency Banking Terms & Conditions

1. Definition:

In these Terms and Conditions, the following terms shall have the following meanings:

“Facility” means the mobile/Agency banking facility granted by the Sacco to the holder(s) of Kwetu Sacco Society and of any account and/or joint account and/or any other account or any other services as determined by the Sacco from time to time (“Account(s)”) for access to information on Accounts as may be prescribed by the Sacco from time to time and usage of products and/or services as may be made available and included on mobile phone by the Sacco from time to time.

“Sacco” means any branch of Kwetu Sacco Society Limited with which the customer’s Account is maintained; **“Customer”** means the person who holds an Account with the Sacco

“MSP” means any mobile service provider through whom the Customer or the Sacco receives the mobile/Agency services as notified by the Sacco.

“Service provider(s)” definition includes but is not limited to MSP’s, organizations or individuals whose services the Sacco uses in relation to Mobile/Agency Banking Services in any capacity.

“PIN” means the 4 digit pin provided to the customer by the Sacco for authentication/verification by Sacco of his/her identity. The customer will be able to obtain a range of financial information as determined by the Sacco related to his/her relevant Account(s) through the use of PIN and such other means of identifications assigned to the customer in connection with the Account(s) and Facility.

“Alerts” means the customized messages sent either by short messaging service/text (“SMS”) over the customer’s mobile phone, email, or fax or any other modes of communication.

2. Availability

2.1 The customer has requested for this facility which the Sacco at its sole discretion may discontinue at anytime without prior notice. The facility is currently available only to members with SASA Savings Account with the Sacco.

2.2 The Sacco may wherever feasible extend the facility to other Members from time to time

2.3 The customer assumes full responsibility for the security and confidentiality of his or her mobile phone, mobile phone number and PIN to be used in initially gaining access to his or her enrolled Account(s) through the use of his or her mobile phone

2.4 The facility may be extended by the Sacco to any other accounts products and /or services being offered by the Sacco or otherwise at the sole discretion of the Sacco from time to time.

2.5 The Sacco also reserves the right to make any additions or deletions in the services offered through facility at any time.

2.6 The customer shall inform the Sacco immediately on surrendering or discounting use of the MAP’S mobile connection.

3. Process

3.1 The customer is duly bound to acquaint him/herself with the detailed process for using the facility and the Sacco is not responsible for any error / omission by the customer.

3.2 The Sacco may, at its discretion, from time to time change the features of any alerts / facility. The customer will be solely responsible for keeping him/herself updated of the available alerts, which shall, on best –effort basis, be notified by the Sacco through its website or through any other legally recognized medium of communication.

3.3 The processing of registration form and activation service shall require a minimum of 2 days from the date of submission of duly filled registration form.

3.4 The Sacco is not bound to acknowledge receipt of any query instructions nor shall the Sacco be held responsible to verify any instructions .The Sacco shall endeavor to provide instructions on a best effort basis and wherever operationally possible for the Sacco .

3.5 The customer is solely responsible for initiating in writing to the Sacco any change in his mobile phone number and the bank will not be liable for sending alerts or other information over the customer’s mobile phone number in any way whatsoever.

3.6 The customer acknowledges that the facility is dependent on the telecommunication, infrastructure connectivity and services within Kenya. The customer accepts that timelines, of alerts sent by the Sacco will depend on factors affecting the telecommunication industry. Neither the Sacco nor its services providers shall be liable for non-delivery or delayed delivery of alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the customer.

3.7 The Sacco shall endeavor to provide the facility on best effort basis and the customer shall not hold the Sacco or its partner(s) responsible /liable for non-availability of the facility or any loss or damage caused to the customers as a results of use of the facility (including relying on the alerts for the customer’s investment or business purposes). The Sacco or its service providers shall not be held liable in any manner to the customer in connection with the use of the facility.

3.8 The customer accepts that each alert may contain certain accounts information relating to the customer. The customer authorizes the Sacco to send account related information, though not specifically requested, if the Sacco deems that the same is relevant

3.9 The customer must keep their mobile/Agency banking personal identification number (PIN) the secret at all times. The customers shall be solely responsible for the consequences in case the customer fails to adhere to the above and / or in case of any unauthorized use of his /her mobile/Agency banking PIN.

3.10 The customer must keep the SIM card and his/her mobile phone in secure /safe custody at all times. The customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and /or in case of any unauthorized use of his/her mobile phone or SIM card.

3.11 By agreeing to the terms and conditions of mobile/Agency banking, the customer accepts the option to use the enhanced options, as and when they are made available by the Sacco, which may include but not be limited to; transferring of funds, making bill payment, transferring from one currency to another .upon the Sacco offering the enhance options, the customer shall be advised the fees charged if any for the various enhanced options made available. Such alerts shall be charged on a per transaction basis or otherwise as determined by the Sacco.

4. Addition and withdrawal or termination of facility

4.1 The Sacco reserves the right to introduce additional services with or without giving any notice to the customer. The Sacco reserves the right to send messages to the registered mobile phones regarding its products, services or any related matter, without the express consent of the customer.

4.2 The Sacco may in its discretion ,withdraw temporarily or terminate the facility ,either wholly or in part at any time .The Sacco may, without prior notice, suspend temporarily the facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons ,which require the temporarily suspension of the facility.

4.3 Notwithstanding the terms laid down in clause 4.2 above, either the customer or the Sacco may, for any reason whatsoever, terminate this agreement at any time upon prior written notice. Liabilities incurred by the customer shall, however, survive the termination of the agreement

5: Fees

5.1 The Sacco may at any time, at its sole discretion, charge a fee for use of any or all of the facility, under a notice to the customer through any medium available. The customer will be charged this fee only after his/her consent. In case no consent is provided by the customer the services defined above shall be discontinued without any further notice.

5.2 Unless otherwise waived by the Sacco, after customer consent is taken, the customer shall pay the Sacco, fees and charges for the use of the service. In this connection the Sacco is hereby authorized by the customer to debit any of the customer’s account(s) with the Sacco.

5.3 The customer, shall be liable for payment of airtime or any other charges which may be levied in the MSP by connection with the receiving of the alerts, which may levied by the MSP as per the terms and conditions of the MSP and the Sacco is no way concerned with the same.

6. Disclaimer

6.1 The Sacco or its employee/contractual staff will not be liable for: (a) any unauthorized use of Customers PIN; (b) mobile Phone number/instrument or unauthorized access to emails received at his/her notified email address for any fraudulent, duplicate or erroneous instruments given by use of the same; (c) acting in good faith on any instructions received by the Sacco; (d) error, default, delay or inability of the Sacco to act on all or any of the instructions; (e) loss of any information/instruction/Alerts in transmission; (f) unauthorized access by any other person to any information/ instructions given by the Customer or breach of confidentiality

6.2 The Sacco shall not be concerned with and will not be held liable for any dispute that may arise between the Customer and the MSP and makes no representation or gives no warranty with respect to the quality of service provided by the MSP or guarantee for timely delivery of the contents of each Alert.

6.3 The Sacco shall not be held liable for any disruption or failure of providing mobile telecommunication services by MSP. The customer agrees that any complaint in connections with the failure of mobile telecommunication services shall be referred to and addressed by the MSP.

6.4 All responsibility of use of Facility by secondary cardholder/ joint account holder shall be binding on all joint account holders.

7. Disclosure

The Customer accepts that all information/instructions will be transmitted to and/or stored at various locations and be accessed by personnel of the Sacco (and its affiliates). The Sacco is authorized to provide any information or details relating to the Customer or his Account to the MSPs and/or any other service providers.

8. Liability and Indemnity

The Customer shall indemnify and keep the Sacco and its Service provider(s) free from and against all liabilities, loss, claims and damages arising from negligence, fraud, collusion or violation of the terms of this agreement on the part of the Customer and/or a third party. In addition, the Sacco shall not be liable for any expense, claim, loss or damage arising out or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures.

9. Amendments

The Customer hereby, agrees to abide by, without need of notice and express consent, any and all future modifications, innovations, amendments or alterations to these terms and conditions.

10. Laws and jurisdiction

This agreement shall be governed and fall under jurisdiction of the laws of Kenya.

Signing Authority & Acceptance of Terms & Conditions

I/We have read the general terms & conditions as stated above and agree that I/We will be bound by them in full. I/We agree that my/our account and my/our dealing with you are operated on the general terms & conditions governing banking business with the Kwetu Sacco Ltd. The deposits & payments hereof are governed by the laws of Kenya in effect from time to time & are repayable at Kwetu Sacco Ltd only.

Name:.....

Signature:.....

Date:.....