

Serial No. 42984  
SS/BRA/A009



....towards a prosperous future together

## M-PAWA AND M-STIMA REGISTRATION FORM

Full Names: \_\_\_\_\_

National ID No: \_\_\_\_\_ Member Number \_\_\_\_\_

Mobile Phone No: (M-pawa) \_\_\_\_\_

Mobile Phone No: (M-Stima) \_\_\_\_\_

Email Address: \_\_\_\_\_

### SERVICES OFFERED

- |  |   |
|--|---|
| <input type="checkbox"/> My Account              | <input type="checkbox"/> Withdrawal               |
| <input type="checkbox"/> Internal Funds Transfer | <input type="checkbox"/> Account Balances         |
| <input type="checkbox"/> External Funds Transfer | <input type="checkbox"/> Customer Service Request |
| <input type="checkbox"/> M-Advance               | <input type="checkbox"/> Utility Bill Payment     |
| <input type="checkbox"/> Airtime Top-up          | <input type="checkbox"/> Others                   |

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Use of M-Stima is subject to M-Stima terms and conditions. Please refer overleaf for details.

### FOR OFFICIAL USE ONLY

Verified By: \_\_\_\_\_ Signature and Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Signature and Date: \_\_\_\_\_

Date captured by: \_\_\_\_\_ Signature and Date: \_\_\_\_\_



## TERMS AND CONDITIONS FOR THE OPENING AND USE OF MOBILE BANKING SERVICES

These terms and conditions together with the application made by the Customer and as accepted by Stima SACCO shall form the contract between the Customer and Stima SACCO, and shall be further subject to such terms as Stima SACCO may agree with the other service providers, aiding Stima SACCO in providing the Facility. These terms and conditions shall in addition to and not in derogation of the terms and conditions governing and related to Stima SACCO electronic products and the Account and/or any other product/services provided by Stima SACCO and its Affiliates. By registering for the Facility, for the first time (and every time thereafter), the Customer acknowledges and accepts (and reaffirms his acknowledgment and acceptance of) these terms and conditions, to the fullest extent possible.

### Terms & Conditions

#### The Customer

1. The Customer shall apply to Stima SACCO (and/or for any changes to the options available under the facility) by application through forms as prescribed by the Society from time to time for the use of the facility. Customer shall provide a Mobile Number the Society will from time to time determine or specify at its discretion the scope and features of the mobile banking products and services and are entitled to modify, expand or reduce the same at any time upon notice to the customer.
2. Customer's application for Mobile banking services shall be accepted only after authentication of the customer through any mode of verification as may be stipulated by the Society from time to time as may be decided at the discretion of the Society.
3. Customer, by making a request for transaction from his/her mobile phone in the format prescribed by the Society, irrevocably and unconditionally authorizes the Society to access all its accounts linked to Mobile banking services for effecting the transaction and also share the information regarding his accounts with the services provider or any third party as may be required for effecting the transaction.
4. The Society shall endeavor to carry out the instructions promptly, however it shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever including but not limited to failure of operational system, failure at mobile operator end or due to any requirement of law.
5. The Mobile banking services may without prior notice be terminated, be suspended or terminated by the Society for any reason whatsoever, including and without limitation to, invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications Company(s) concerned in relation to their network or by any service provider in respect of the mobile banking. The Society will not assume any liability or responsibility for any such suspension or termination. The M-STIMA service may be terminated at any time by notice from the customer; to any such termination shall be effective within (14) days of receipt of the termination notice by the Society.
6. Customer should know that request for transactions, once made through his 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.
7. Customer shall be solely responsible for accuracy and authenticity of the request made by him/her for information/transaction. The Society shall not be liable for consequences arising out of erroneous information provided by the customer.
8. If the customer suspects that there is an error in the information provided to him/her by the Society, he/she shall advise the Society as soon as possible. The Society shall endeavor to correct the error wherever possible on a best effort basis. The Society shall however not be liable for any inadvertent error which results in providing incorrect information to him.
9. The customer is solely responsible for protecting his PIN and mobile phone. Stima SACCO shall not be liable for unauthorized use of PIN or mobile phone of the customer. 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.

#### The Society

10. It shall be the Society's endeavor to 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.
11. If a customer changes his/her mobile number, he should visit his branch and update such change for mobile banking services in the form prescribed by the Society for this purpose. Once his request is accepted, his services shall be de-activated.
12. The customer shall promptly notify the Society of any changes to information provided to the Society related to or for



the purposes of the mobile banking service including change of email address or the details of the customer's designated mobile phone number and the telecommunications company providing or servicing it. In addition, the customer shall promptly inform the Society of any loss or theft of their Mobile phone. The Society shall not be liable for any loss or claim resulting from the relaying of any information pursuant to the e-banking Products to the designated mobile phone number prior to receipt of any notification of loss or theft.

- 13 The Society may send messages to the customers regarding products/services of the Society, or any other promotional message that the Society may consider from time to time.
- 14 Customer can request for termination of his Mobile banking services by visiting his branch and submit his request in the form prescribed by the Society for this purpose. Customer can also send an SMS in the format prescribed for this purpose.
- 15 It shall be the Society endeavor to give a reasonable notice for withdrawal or termination of the service, but the Society may at its discretion withdraw temporarily or terminate the service either wholly or partially anytime without giving prior notice to the customer. Mobile banking services may be suspended for any maintenance or repair work, any emergency or security reasons without proper notice and the Society shall not be liable for denial of the service.
- 16 The Society may at its discretion change terms and conditions as mentioned here any time as it deems fit.
- 17 Any dispute or difference arising out of or in connection with mobile banking services shall be subject to exclusive jurisdiction of the laws in Kenya.
- 18 Any notice from the Society to the customer maybe made in such manner and by such means of communication as the Society shall deem fit, including and without limitation to, use of direct mailing material, advertisement, branch display, electronic communications such as e-mail or via the Mobile banking service.

#### **MOBILE LOAN Account Terms and Conditions**

- 1.1. As a holder of the mobile loan account, you may, subject to these Terms and Conditions, apply for a loan from the Sacco using the MOBILE LOAN Menu on your Equipment.
- 1.2. Where you apply for a loan from the Sacco , your application shall be appraised according to the applicable loan appraisal processes of the Sacco . The Sacco reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan.
- 1.3. Subject to approval of your application for a loan the Sacco shall disburse to you a loan of an amount to be determined by the Sacco in its sole discretion. Loan Interest is recovered upfront.
- 1.4. The proceeds of the Loan shall be credited into your PRIME Account maintained at the Sacco subject to any deductions on account of applicable Transaction Fees.
- 1.5. You shall repay the Loan within the stipulated time as the sacco may determine from time to time.
- 1.6. In consideration of the Sacco granting you the Loan, you shall pay the Sacco an interest rate as determined by the sacco. The Interest shall be deducted upfront from the total Loan advanced. Interest rate is subject to change from time to time at the Sacco's sole discretion.
- 1.7. You shall make all payments due from you to the Sacco in respect of the using Mobile Banking System or any other avenue availed by the sacco for loan repayments.
- 1.8. In the event that you do not repay the Loan in full within the stated period after disbursement of the Loan, the Sacco may impose a penalty for defaulting to pay.
- 1.9. 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.
- 1.10. The Sacco reserves the right to vary the terms of the Loan including the interest payable thereon from time to time having regard to the prevailing rules and regulations of the Sacco .
- 1.11. The Sacco shall have a right of lien and set off any outstanding loan over funds held by you in your Deposit Accounts
- 1.12. You hereby expressly consent and authorize the Sacco to disclose, respond, ad\lse exchange 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.

#### **Disclaimer of Liability**

Stima SACCO is in no way liable for any error or omission in the services provided by any Mobile or any third party service provider (whether appointed by Stima SACCO in that behalf or otherwise) to the customer, which may affect the Facility. Stima SACCO does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Facility. Stima SACCO makes no warranty or representation of any kind in relation to the system and the network or their



function or performance or for any loss or damage whenever and howsoever suffered or incurred by the customer or by any person resulting from or in connection with the Facility. Stima SACCO shall under no circumstance be held liable to the customer if the Facility is not available or there is any delay in the carrying out of the instructions for any reasons whatsoever including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Stima SACCO. Without limitation to the other provisions of these Terms and Conditions, Stima SACCO, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of Stima SACCO in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any Mobile service provider and Stima SACCO's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the customer, Family Society's system or the network of any cellular service provider and/or any third party who provides such services as is necessary to provide the Facility. Illegal or improper use of the Facility by the Authorized User or any other person shall render the customer and the Authorized User liable for payment of financial charges as decided by Stima SACCO and / or will result in suspension of the Facility to the Customer.

Notwithstanding anything to the contrary stated herein, Stima SACCO shall not be involved in or in any way be liable to the customer for any dispute between the Customer and a cellular services provider or any third party service provider (whether appointed Stima SACCO in that behalf or otherwise)

### Indemnity:

In consideration of Stima SACCO providing the Facility, the Customer agrees to indemnify and keep Stima SACCO safe and harmless from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which Stima SACCO may at anytime incur, sustain, suffer or be put to as a consequence of or arising out in good faith for acting on or omitting or refusing to act on any instructions given by use of the Facility. The Customer holds Stima SACCO / its Affiliates, harmless against any loss incurred by the Customer due to failure in the network of the mobile service provider. The Customer agrees to indemnify and hold Stima SACCO harmless for any losses occurring as a result of the Customer permitting persons to use the Facility through any means.

I \_\_\_\_\_ agree to the above terms and conditions,

Signature \_\_\_\_\_

Date: \_\_\_\_\_



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