

# CORPORATE INTERNET BANKING FORM

FOR OFFICIAL USE ONLY					
Branch:	Custom	er ID No. (CIF):	Date		
	BUSINESS DETAILS				
Name of Business	s/Company/Group: (As per Registra	tion Certificate):			
Date of Business/	Date of Business/ Company/ Group Registration:				
Postal Address:		Code:			
Physical Address:		Office Tel. No.			
Mobile No.		Email Address:			
Reg No.		PIN. (if any):			
Please provide	details of account to be linked t	o EazzyBiz			
NO	ACCOUNT NUMBER		ACCOUNT NAME		
Tick below the s	service to be activated for:				
☐ Host to Host					
	Connect to your existing ERP system				

- Viewing account balances for all accounts (Current, Savings, Deposit, Loan Accounts)
- View and download statements for all accounts
- Manage credit cards and viewing the statements
- Cheque book requests

☐ Account Services

• Stop cheque instructions

## □ Payments

- Self-transfers within corporate's own accounts
- Transfers to third parties within Equity Bank (Within Equity Bank transfers)
- EFT, RTGS and SWIFT transfers
- Standing instructions and Recurring transactions
- Bill payments NHIF & NSSF payments, Water, Electricity
- Statutory payments e.g. Tax payments to KRA VAT, PAYE (Income Tax)
- Salary and payroll services (To Equity Bank Accounts, Other Bank Accounts and Mobile Wallets)
- Bulk payments (EFT, RTGS, SWIFT, Mobile Wallet, Cross Currency Transactions all in a single file)
- Batch payments (Clubbing of transactions together by initiator and sending them for authorization as one)
- Mobile wallet payments Payments to M-pesa, Equitel, Orange Money, Airtel Money
- Credit card payments Pay credit card bill

#### □ Collections & Receivables

- Cash Collections Cash Collection and pick up arrangements
- Electronic Collections Direct Debits, Collections through EFT
- Receivables Management Invoice Uploads, Invoice Reconciliation, Reconciliation statements
- Reports Credit In Pipeline/ Cash Inflow Forecasting, Product-wise collection details
- Customized Uploads and Downloads

## ☐ Liquidity Management

- Sweeping the automated movement of funds between certain accounts based on predefined rules/instructions.
- Pooling involves the notional offsetting of debit and credit balances with no actual movement of funds between accounts.

# ☐ Information & Reporting

• A corporate is able to generate reports in a customized manner on payments and collection & receivables.

## **Business and user limits**

Name	ID/PP No	Mobile	Email Address

# **Workflow Set Up**

User Name	Initiator/Approver/ View only	Maximum Transaction Limit Per Day	Number of Additional Approvals Required

# **DECLARATION (As per account mandate)**

Name	Designation	Signature

**Company Seal** 

# **EAZZYBIZ TERMS AND CONDITIONS**

This document lays out the Terms & Conditions and Rules (hereinafter called "T&Cs") for the Equity Bank (Kenya) Limited's Corporate & SME- Cash and Liquidity Management Portal which shall be applicable to all Current, Savings and Fixed Deposit Account(s)\* which are existing, may be opened now or any time inture with Equity Bank (Kenya) Limited (hereinafter called the 'Bank' or 'Equity Bank') Branches in Kenya these Conditions are in addition to Your Account Terms. The word 'Client' refers to the person or person(s) in whose name the Account(s) with the Bank are existing, may be opened (changed) now/any time in future.

The word Client shall include both singular and plural. The word 'Account' refers to the Account either held single and/or jointly with the Bank which are existing, may be opened (Changed) now/any time in future. The word Client shall include both singular and plural and both the genders as well as juristic persons, though for the sake of convenience is referred to in the masculine gender.

The Client agrees to comply with and be bound by the T&Cs for the time being and from time to time in force governing operation of Account and recognizes that the T&Cs herein are without prejudice to any right that the Bank may have with respect to the Account in law or otherwise.

#### **DEFINITIONS**

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise: "Account" refers to the Client's Current Account and/or any other type of account so designed by Equity Bank to be eligible account(s) for operations through the use of Corporate & SME – Cash and Liquidity Management Portal. The account(s) for which the Corporate & SME – Cash and Liquidity Management Service is availed should be in the name of the Client.

"Account" means any account that you hold with us (including any Account which you hold jointly with somebody else) and which We allow You to register for or access for use of any Service

"Account Terms" means the terms and conditions applicable to Your Account;;

"Agreement" means the agreement you enter into with Us which comprises these Conditions, Your Account Terms, the Website Legal details and Internet Legal Details:

"Approver" or "Checker" is the person who authorizes the Fund Transfer request keyed in by the Initiator.

"Client" means an account holder of Equity Bank and user of the Corporate & SME – Cash and Liquidity Management Service;

"Client Information" refers to the information about the Client obtained in connection with the Corporate & SME – Cash and Liquidity Management Service;

"Conditions" means these Conditions;

"Comprehensive Trade Indemnity" shall mean the indemnity provided by the Client to Bank for availing one or more trade finance products in such form and manner as may be required by Equity Bank.

"Portal name" is the trade name of Equity Bank (Kenya) Limited's Corporate & SME – Cash and Liquidity Management service. The words Corporate & SME – Cash and Liquidity Management and Corporate & SME – Cash and Liquidity Management Service are used interchangeably in this document.

"Corporate & SME - Cash and Liquidity Management Service" or "Corporate & SME - Cash and Liquidity Management Services" or "Corporate & SME - Cash and Liquidity Management" or "Online Banking" refers to Equity Bank (Kenya) Limited's Internet Banking services through which access is provided to account information, products and other services as advised by Equity Bank (Kenya) Limited from time to time.

"Maker" or "Initiator" is the person initiating the Fund Transfer request as defined in the Board Resolution of the Client.

"Password" means the password, personal identification number (PIN), digital signatures or other means of authentication as Equity Bank may specify, from time to time provided to/required to be provided by the Client for accessing the Online Access System, and/or by using which the Client may carry out, authorize or authenticate the Transactions.

"Solution Administration Facility" shall mean and include the Site portal administration by the Client including but not restricted to maintaining details of User Registration, User Role Definition, Pin Reset, User Status, Beneficiary registration, Service life limitation definition for a user role, Service life cycle definition for a user role, Admin Authorization, Password change, Password regeneration, etc, for the internet solution of the Client

**"Terms"** refer to the conditions for use of Corporate & SME – Cash and Liquidity Management as specified in this Agreement.

"User" refers to a person duly authorized by the Client who would be actually operating the service as agent of the Client.

"Username" means the user identification that shall be granted to the Client in terms of this Agreement to enable access to the Online Access System and includes any form of login identification (ID)/user identification (ID) provided to the Client by Equity Bank, and as may be modified from time to time.

"H2H"shall mean Host to Host connectivity i.e. from corporate hosted platform to bank hosted facility and include but not restricted to transfer, transform, encrypt, data layout changes, derived data, reverse MIS generation and/or exchange of any bulk data file or information between the Client and the Bank in bi-directional mode through the secured facility.

"H2H Client Server" means the H2H Hardware and software residing at a specified location within the Client's premises or at such other premises as the Client may specify and which is linked to the Local Network Server.

"H2H Hardware" means the machinery and equipment (CPU, disks, tapes, modem, cables, etc.) provided and/or configured to house the software for the H2H Client Server.

**"H2H Service"** means the service whereby the Client may transmit Encrypted instructions or other information to Equity Bank for processing under these Terms and Conditions using the H2H Client Server.

"Local Network" means the internal computer network used by the Client to link the Client's employees, including Transaction Initiators, regardless of their individual physical location and includes the Local Network Server, and any enterprise resource planning system or other management system used by the Client, but does not include the H2H Client Server.

"Local Network Server" means the computer that manages the Local Network and which is linked to the H2H Client Server.

"Private Key" means one half of a cryptographic key pair used by a party to generate a digital signature for the Transaction File prior to sending the Transaction File to the recipient.

**"Public Key"** means the public half of a cryptographic key pair used by the recipient to verify the, digital signature on the Transaction File received.

"Transaction File" means a composite file of data and instructions sent by the Client using the H2H Service to Equity Bank for processing.

"Transaction Initiator" means any individual appointed by the Client and authorized by the Client from time to time to access the H2H Client Server and/or use the H2H Service on behalf of the Client by the Client in the Application. For the avoidance of doubt, the Client is solely responsible for determining and implementing the scope of each of its Transaction Initiators' ability to access the H2H Client Server and/or use the H2H Service.

"We", "Our" and "Us" means Equity Bank (Kenya) Limited or Equity Bank;

"Working Day" means any day other than a Saturday, Sunday or Kenyan public holiday;

 $\mbox{\bf "You"}$  and  $\mbox{\bf "Your"}$  means the person who registers for or activates any of the Services; and

"Your Equipment" means all such compatible equipment and devices, software (including any necessary App downloads), used and required by you to properly access any of the Services;

- In this document, all references to the Client and/or User being referred in masculine gender will also include the feminine gender.
- Any communication addressed to the User by Equity Bank Is deemed to have been addressed to the Client as well. Similarly, any communication and/or action of the User through Corporate & SME – Cash and Liquidity Management will be legally binding on the Client.
- c. In the case of Client being a Company, the Board of Directors, and in the case of a Client being a corporate body other than a company, the person or persons having substantial power of management and control as per the Board Resolution will be allowed to have access to Corporate & SME Cash and Liquidity Management and the said authorization by means of a Board Resolution, Power of Attorney or Mandate, as the case may be, will be registered with Equity Bank.

# 1. APPLICABILITY OF TERMS

- These terms form the contract between the Client using the Internet Service and Equity Bank By applying for Corporate & SME - Cash and Liquidity Management and accessing the service the Client acknowledges and accepts these terms.
- b. In consideration of the Client agreeing to avail the Corporate & SME Cash and Liquidity Management Services from Equity Bank and against payment of the fees and charges, if any, charged by Equity Bank under this Agreement, Equity Bank hereby grants a non-exclusive, revocable, non-transferable licence to the Client to access and use the System on the Website subject to and on the terms and conditions set out in this Agreement.
- The grant of the license as aforesaid is solely for the benefit of the Client; provided that the Client may authorize for and on its behalf, it's employees and partners/members engaged to work exclusively for the Client and expressly authorized in this regard by a resolution of the board of directors/by a resolution of the partners of a partnership firm/registered society, as the case may be (but not external professional service providers such as advocates, accountants, auditors, outsourcers, etc.) to access and use, exclusively for and on behalf of the Client, the Website and the System for carrying out the Transactions ("Authorised Representatives"). In case any person other than the Client or the Authorized Representative accesses and/or uses the System by using the authentication in terms of Clause 5 below, the Client shall be liable to Equity Bank for breach of this Agreement. Notwithstanding anything to the contrary in this Agreement or any related document, any access and use of the System using the Username and Password by any person shall be deemed to be the access and use for and on behalf of the Client by the Authorized Representatives and therefore shall be deemed to be the access and use by the Client as principal and all Transactions including actions/instructions/

requests pursuant to such access/use shall be deemed to be by the Client and the Client shall be deemed to be fully and solely responsible and liable for all of those. In case of any such access/use as mentioned in the preceding sentence, Equity Bank shall not be liable to any person/Client in any manner whatsoever. It is further agreed between the Parties that Equity shall not be under any obligation to inquire or verify nor shall Equity be liable for any action/omission at the Client's end, which results in granting of any inappropriate and wrongful access to its Authorized Representatives and/or other person for any reason whatsoever. The Client shall be bound to ensure that the access and use of the System is strictly in accordance with this Agreement.

# 2. APPLICATION FOR CORPORATE & SME – CASH AND LIQUIDITY MANAGEMENT

Equity Bank may offer Corporate & SME – Cash and Liquidity Management to selected Client at its sole discretion. The Client would need to be an internet user or should have access to the internet and should possess knowledge of how the internet works. Equity Bank will advise from time to time internet software such as browser, required for using Corporate & SME – Cash and Liquidity Management. There will be no obligation on Equity Bank to ensure that the Corporate & SME – Cash and Liquidity Management is supported by all the versions of internet software.

#### CORPORATE & SME – CASH AND LIQUIDITY MANAGEMENT SERVICE

- 2 a. Equity Bank shall endeavor to provide to the Client through Corporate & SME Cash and Liquidity Management, services such as enquiry about the balance in the Client's Account(S), type of assistance to the Client, details about transactions, statement of Account, Request for transfer of funds and such other facilities as Equity Bank may decide to provide from time to time. These facilities shall be offered in a phased manner at the discretion of Equity Bank. Equity Bank may also make additions/ deletions to the services offered through Corporate & SME Cash and Liquidity Management at its sole discretion. Equity Bank shall endeavor to inform the availability / no availability of a particular service through email, web page of Equity Bank or written communication.
  - b. The information provided to the Client through the Corporate & SME Cash and Liquidity Management is not updated continuously but at regular intervals. Consequently, any information supplied to the Client through Corporate & SME Cash and Liquidity Management Services will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the Client. Equity Bank shall not be liable for any loss, damage of reputation that the Client may suffer by replying on or acting on such information.
  - c. As part of the Corporate & SME Cash and Liquidity Management Services, Equity Bank may provide the Client access to data / information/ report complied / provided by a third party. Equity Bank does not give any representation or warranty as to the accuracy / veracity of such data / information/ reports.
  - d. The Client shall not disseminate, publish or circulate such data / information / report or any part thereof without the prior consent of Equity Bank (as the case may be) and the third party.
  - e. Equity Bank may keep records of the transactions in any form it wishes. In case of any dispute Equity Bank's records shall be binding as the conclusive and best evidence of the transactions carried out through Corporate & SME Cash and Liquidity Management in the absence of clear proof that Equity Bank's records are erroneous or incomplete.
  - f. Any request for any service, which is offered as a part of Corporate & SME Cash and Liquidity Management, shall be binding on the Client as and when Equity Bank receives such a request.
  - g. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation from the Client, the bank would not be liable to act on such instructions unless the requisite documentation is received by the Bank.
  - h. In case of any request for a service relating to a foreign currency transaction made by the Client, the exchange rate shall be the rate at which the transaction is given effect to would be the effective rate for all intents and purposes.
  - Equity Bank shall take all reasonable care to ensure the security of and to prevent unauthorized access to the Corporate & SME – Cash and Liquidity Management using technology reasonably available to Equity Bank
  - j. The Client shall ensure that Corporate & SME Cash and Liquidity Management or any related service is not used for any purpose which is illegal, or which is not authorized in terms of this Agreement or which is improper.

#### 4. WEBSITE TERMS

The Client agrees, acknowledges and confirms that the access and use of the Website and the System shall, in addition to the terms set out in this Agreement, be subject to the terms and conditions of use, disclaimers and privacy policy set out on the Website ("Website Terms"). The Website Terms, as amended from time to time, shall be deemed to be incorporated herein by reference. Equity Bank reserves the right, at its discretion, to modify and/or update the Website Terms at any time. The Client shall be responsible for checking the Website Terms for modifications and/or updates at the time

of each access to the Website. Using the Website/ the System following the posting of modifications/ updates to the Website Terms shall indicate that the Client accepts them as modified/ updated.

#### CORPORATE & SME – CASH AND LIQUIDITY MANAGEMENT ACCESS

The User would be allotted a Corporate & SME – Cash and Liquidity Management User-Id/Username and passwords by Equity Bank In the first instance, on accessing Corporate & SME – Cash and Liquidity Management, the User will be required to change the password assigned by Equity Bank. As a safety measure the USER shall change the password as frequently thereafter as possible. In addition to User-Id and Password Equity Bank may at its discretion, advise the USER to adopt such other means of authentication including but not limited to digital signature certificate.

The Client understands and agrees that the access and use of the System shall be authenticated by a Username and Password which would be allocated to the Client and Equity Bank shall be entitled at all times, at its sole discretion, to change the Username or Password and/or require the Client to change its Username and Password. Any such change of the Username or Password shall not be construed / deemed as the commencement of a new contract.

#### A. Password

- The Client must exercise due care to see that the confidentiality of the Corporate & SME – Cash and Liquidity Management password is maintained. Equity Bank shall not be responsible either directly or indirectly for the leakage/loss of the password and thereafter the misuse by third parties.
- ii. The Client understands and agrees that the password is for the purpose of verifying the authenticity of the transactions undertaken by the Client and shall have the same effect as the specimen signature of authorized signatory of the Client and the Client shall be bound by the transactions initiated by use of password. It is the duty and sole responsibility of the Client to keep the password in fact.
- iii. If the User forgets the Corporate & SME Cash and Liquidity Management User-id or password, the User can change the password by using the 'forgot password' tab on the login page of the Website. Alternately, the same maybe reset by the Corporate Admin User or the User may change of the password by sending a duly authorized written request to Equity Bank for password reset through Solution Administration Facility.

#### B. Digital Signature Certificate

The Client is mandatorily required to procure the Digital Signature Certificate Token (the "Token") for second factor authentication of financial transactions on Corporate & SME – Cash and Liquidity Management portal. The said Token is mandatory and is required to be used by the Approvers. The said Token should be kept in safe custody and all precautions as required for handling of password shall stand applicable for the Token also. In the event the said Token is lost/misplaced/not traceable by the Approver, the Approver should forthwith bring the same to the notice of the Bank and make necessary arrangements for procuring a new Token. The Client undertakes all responsibility for safe keeping of the Token and is liable for any misuse of the same and the Equity Bank shall not be responsible either directly or indirectly for the leakage/loss of the Token and thereafter the misuse by third parties.

# C. The Client hereby:

- Agrees to provide to Equity Bank, an authentic email address for and on behalf of the Client, as set out in Schedule 1 hereto, to which the allocated or changed Username and Password would be sent and keep Equity Bank informed of any change in the said email address, and Equity Bank shall not be responsible for any error in the email address or failure of delivery of the email to such email address or failure of the Client to read or access the email communication or any unauthorized usage of the Client's email address by any third parties including by way of hacking etc. and any such email from Bank to the Client shall be deemed to have been received by the Client duly, fully and properly immediately upon Equity Bank sending the email to the Client;
- ii. Agrees that in the event any third parties gain any unauthorized access to the Client's email address, the Online Access System (through the Client's Username and Password) and/or the Client's Transactions, by way of unauthorized hacking of the Username and Password of the Client and/or the Client's email address or otherwise, the Client shall be solely responsible for any consequences that may arise as a result of such unauthorized use and shall indemnify Equity Bank against any liability, costs, damages incurred or suffered by Equity Bank as a result of such unauthorized use;
- Agrees to keep the Username and Password totally confidential and not reveal the same to any person; provided that the Client may provide the same to its Authorized Representatives exclusively for the purposes of this Agreement;
- iv. Agrees to not allow any unauthorized person to have access to any device including any computer including when left unattended while accessing the System;
- v. Agrees to immediately report to Equity Bank in writing if the Username or Password is lost or stolen or compromised in any manner. The Client agrees that in case of the above, or if the Client forgets the Password, the Client can request for change of the Password. Any such replacement

- shall not be construed / deemed as the commencement of a new contract.
- vi. Agrees to not use a Username or Password which does not belong to it or attempt to ascertain someone else's Username or Password;
- vii. Agrees to access the System only through the URL mentioned above, or through the URL as may be informed by Equity Bank from time to time. The Client shall not access the Website through any third party website link which is not intimated by Equity Bank.

#### 6. TRANSACTIONS

The Client is provided initiator and authorizer mode for Financial Transactions. The Client confirms that the Users will always keep confidential the log-in ids and password at all time and ensure that the passwords will not be disclosed to third party.

#### 7. HOST TO HOST SERVICES

- 7.1 The H2H Service shall be one of the Channels available to the Client to make requests and issue instructions to Equity Bank for the purposes of Disbursements, collections and the management information system [MIS] services.
  - 7.2 The following provisions shall apply to the installation and maintenance of each of the H2H Client Server(s):
    - a. The specifications and particulars of the H2H Client Server(s) and the charges (if any) in connection therewith shall be agreed between each Client and Equity Bank and shall be set out in the Application.
    - b. The Client shall provide Equity Bank with all necessary information to enable Equity Bank or its appointed agents to configure and install, align and/or link the H2H Client Server(s) with the Local Network.
    - The Client shall, at the it's expense and in sufficient time to facilitate delivery (if applicable) of the H2H Client Server(s),
    - i. prepare a location for installation of the H2H Client Server(s);
    - iii prepare the hardware and software (if any) necessary for the installation and operation of the H2H Client Server(s);
    - provide (if necessary) any other network, electrical and other connections, fittings and facilities as required by Equity Bank or its appointed agents.
    - d. The Client shall allow Equity Bank or the appointed agents of Equity Bank access to the Client's premises and to all facilities reasonably required by Equity Bank or the appointed agents to enable the delivery and installation of the H2H Client Server(s)
    - e. The Client agrees that the Client shall not make or cause or permit to be made any alteration, amendment, modification or addition to the H2H Client Server[s] without Equity Bank's prior written consent (unless such alteration or modification is to give effect to an improvement in design or technology approved by Equity Bank and is carried out by Equity Bank or its appointed agents or under Equity Bank's supervision) and that any such alteration or modification of whatever kind (whether approved or unapproved) shall belong to and become part of the H2H Client Server[s].
  - 7.3 The Client agrees to use the H2H Client Server(s) only for the purposes of the H2H Service and the Client shall not input any other data or software onto the H2H Client Server(s) which is not related to the H2H Service.
  - 7.4 The Client acknowledges that Equity Bank shall not be liable for any defect in the connection line, whatsoever or the consequences arising thereof.
  - 7.5 The Client agrees that within ten (10) days from the termination of the H2H Service, it shall return to Equity Bank all systems materials (other than the H2H Hardware) and any upgrades as provided by Equity Bank to the Client, for the H2H Service.
  - 7.6 The Client agrees that Equity Bank shall have no liability for any defect in any component of the H2H Client Server.

## 7.7 Activation and Security of the H2H Service

- a. The Client shall send Encrypted Transaction Files using the H2H Service to Equity Bank for processing.
- b. For the purposes of verification of the digital signatures, Client agrees that each party is solely responsible for generating its Private Key and Public Key and ensuring the due delivery of the Public Key (in the manner agreed to between the Client and Equity Bank from time to time) to the other party.
- c. Any change in the method of encryption or any substitution of either party's Public Key shall only be effective after the date notified by Equity Bank to the Client. The Client shall not make any change or compromise on the port used for establishing the H2H Client Server.
- d. Subject to clause below, Equity Bank shall: (i) encrypt and digitally sign any information required by the Client in relation to all Transaction Files and all other information prior to sending such information to the Client. (ii) have no responsibility to act upon and shall have no liability in relation to any Transaction File unless the Transaction File is digitally signed and Encrypted by the Client prior to sending it to Equity Bank;

- e. The Client agrees that it shall not be entitled to rely on any information sent by Equity Bank in response to any Transaction File where such information is not Encrypted and is freely accessible by the Client without using Equity Bank's Public Key, and that Equity Bank shall not be liable for any losses arising from such act of the Client.
- f Where it has been agreed between Client and Equity Bank that any information or instruction (including any information or instruction relating to any Transaction File) shall not be encrypted either or both the Client and Equity Bank, Equity Bank shall not have any liability arising from or in connection with the interception of or interference with such information or instruction.

#### 7.8 Ownership of Systems Materials

Unless otherwise agreed, all systems materials (other than H2H Hardware) and any upgrades shall remain the sole property of Equity Bank or, in the case of any software made available to the Client by a third party, the property of such third party. The Client agrees that it shall not by any act or default render the H2H Client Server(s) or any part of it liable to any distress, execution or other legal process.

#### 7.9 Security of Local Network

- a. The Client hereby agrees that Equity Bank is not bound to take cognizance of any Transaction File sent on behalf of the Client other than the Transaction File received from any of Transaction Initiator whose IP / MAC addresses are communicated by the Client to Equity Bank from time to time. The Client agrees that Equity Bank is entitled to assume that any Transaction File sent via the H2H Service has been keyed in by a Transaction Initiator and agrees to be bound by any transaction initiated by Equity Bank in response to such an instruction or Transaction File.
- b. The Client agrees: (i) to take all reasonable and necessary measures to detect and prevent any unauthorized entry or use of the Local Network; (ii) to immediately inform Equity Bank in the event that the Client has [or ought to have] reason to believe that there is or has been unauthorized access or use within the Local Network; and (iii) to inform Equity Bank as soon as possible if the Client becomes aware that any Public Key or Private Key has been corrupted or is unable to perform validly and/or accurately its function

#### 8. AUTHORITY TO EQUITY BANK

Any access to the Banking Transactions in the Account(s) are permitted through Corporate & SME - Cash and Liquidity Management by Equity Bank only after due authorization of the User by any means including Corporate & SME - Cash and Liquidity Management User id and password. The Client grants express authority to Equity Bank for implementing the instructions given by the User. Equity Bank shall have no obligation to verify the authenticity of any transaction/ instruction received or purported to have been received from the User and/ or the Client through Corporate & SME – Cash and Liquidity Management or purporting to have been sent by the Client via Corporate & SME - Cash and Liquidity Management other than by means of verification of the Corporate & SME – Cash and Liquidity Management User id, password and DSC. Equity Bank reserves the right to charge and recover from the Client, charges and fees for providing access to the System from time to time, which shall be at the sole discretion of Equity Bank and which would be communicated to the Client from time to time. The Client hereby authorizes Equity Bank to recover the same by debiting one of the accounts of the Client with Equity Bank or by adding the same to the outstanding in respect of the Corporate & SME - Cash and Liquidity Management Services by sending intimation to the Borrower who will be liable to make the payment within the specified period in such intimation. Failure to do so by the Client shall entitle Equity Bank to recover the same in a manner as Equity Bank may deem fit along with such interest, if any, as may be specified by Equity Bank and/or suspend/terminate access allowed to the Client to the System without any liability to Equity Bank.

# 9. ACCURACY OF INFORMATION

- a. Client is responsible for the correctness of information supplied to Equity Bank, through the use of Corporate & SME – Cash and Liquidity Management or through any other means such as electronic mail or written communication. Equity Bank accepts no liability for the consequences arising out of erroneous information supplied by the Client or the User.
- b. If the Client suspects that there is an error in the information supplied to Equity Bank, by him, it shall advise Equity Bank, as soon as possible. Equity Bank, will endeavor to correct the error wherever possible on a 'best efforts' basis.
- c. If the Client notices an error in the account information supplied to him through Corporate & SME – Cash and Liquidity Management or by the use of any of the Corporate & SME – Cash and Liquidity Management services, he shall advise Equity Bank, as soon as possible. Equity Bank will endeavor to correct the error promptly.

## 10. INDEMNITY AND LIABILITY

- a. The Bank shall only be liable for direct loss or damage suffered as a result of the Client's use of the System provided that such loss or damage is caused by the Bank's gross negligence or willful default.
- o. To the extent permitted by law, the Client agrees to exempt Equity Bank, its employees and its affiliates from any liability arising out of or in relation to:-

- i. Equity Bank or any of Equity Bank's employees and affiliates acting or refraining to act pursuant to, in accordance with or relying upon, any instructions / requests / applications or otherwise pursuant to the request and authority conferred herein which in the opinion of the Bank is necessary to prevent fraud or any violation of the law, Client's instructions are not clear or honoring the same would expose the Bank to legal risk;
- Non-compliance by the Client with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body;
- Breach by the Client of any obligations, representations or warranties or any of these terms and conditions by the Client;
- iv. Any frauds committed due to the Client not adhering to good practices as suggested by Equity Bank; or
- v. Any loss suffered by the Client or any third party should the Services be interfered with or be unavailable by any reason of (a) any industrial action, (b) the failure of any of the Client's Facilities, or (c) any other circumstances whatsoever not within the Bank's control including, without limitation, force majeure or error, interruption, delay or non-availability of the 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.

# 11. DISCLOSURE OF CLIENT INFORMATION

The Client agrees that Equity Bank may hold and process its Information on computer or otherwise in connection with Corporate & SME – Cash and Liquidity Management services as well as for statistical analysis and credit scoring. The Client also agrees that Equity Bank may disclose, in strict confidence, to other institution or governmental authorities, such Client Information as may be reasonably necessary for reasons inclusive of but not limited to the following.

- for participation in any telecommunication or electronic clearing network;
   or
- b. in compliance with a legal directive or a regulatory requirement; or
- c. for credit rating by recognized credit scoring agencies; or
- d. for fraud prevention purposes; or
- e. request by any authority duly empowered under law.

#### 12. BANK'S LIEN

Equity Bank shall have the right of set-off and lien, respective of any other lien charge, present as well as future on the deposits held in the Client's primary account and / or secondary 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 Corporate & SME – Cash and Liquidity Management Service extended to and / or used by the Client.

# 13. PROPRIETARY RIGHTS

The Client acknowledges that the software underlying the Corporate & SME – Cash and Liquidity Management services as well as other internet related software which are required for accessing Corporate & SME – Cash and Liquidity Management is the legal property of the respective vendors. The permission given by Equity Bank to access Corporate & SME – Cash and Liquidity Management will not convey any, patent copyright, license, proprietary or ownership rights in the above software. The Client shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Corporate & SME – Cash and Liquidity Management or create any derivative product based on the software.

# 14. CHANGE OF TERMS AND CONDITIONS

Equity Bank has the absolute discretion to amend or supplement any of the Terms at any time. Equity Bank may introduce new services or may delete any of the Corporate & SME – Cash and Liquidity Management Service at its absolute discretion within Corporate & SME – Cash and Liquidity Management from time to time. The existing availability of the new functions will be notified to the Client as and when they become available. The changed terms and conditions applicable to the new Corporate & SME – Cash and Liquidity Management Services shall be communicated to the Client. By using these new services, the Client agrees to be bound by these Terms. Any modification in these terms and conditions notified on the web site through which Corporate & SME – Cash and Liquidity Management is made available, shall be deemed to be notified to the Client.

#### 15. PROCEDURE FOR CHANGING USERS

The Client can revoke the authority of an existing User, change his User Access Profile/ authorize a new User by giving a resolution / mandate in the format prescribed by Equity Bank however all the terms and conditions herein shall continue to apply. In case a User leaves the services of the Client, the Client shall immediately notify Equity Bank to disable the user access, giving Equity Bank reasonable time to do so

#### 16. NON-TRANSFERABILITY

The grant of facility of Corporate & SME – Cash and Liquidity Management to a Client is not transferable under any circumstances

#### 17. TERMINATION

- a. The CLIENT may request for termination of the Corporate & SME Cash and Liquidity Management Services any time by giving a written notice of at least 30 days to Equity Bank. The Client will remain responsible for any transactions made on his Account(s) through Corporate & SME – Cash and Liquidity Management prior to the time of such cancellation of the Corporate & SME – Cash and Liquidity Management Services.
- b. Without prejudice to the above, Equity Bank further reserves the right to terminate this Agreement and/or disable any Username and/or Password, at any time without notice, if in Equity Bank's opinion the Client has failed to comply with any of the provisions of this Agreement. Equity Bank further reserves the right to suspend, terminate or cancel access to the System, at any time without notice, solely at its discretion.
- c. The Client understands that Equity Bank may, at its sole discretion, process or treat as lapsed any applications and/or requests pending on the date of termination of this Agreement and Equity Bank shall not be liable to the Client for any loss or damage caused to the Client due to the treatment of any requests or application as lapsed upon termination.
- d. The occurrence at any time with respect to the Client of any of the following events constitutes an event of default and the Corporate & SME

   Cash and Liquidity Management Services provided may be terminated forthwith by Equity Bank:
  - Failure by the Client to make, when due, any payment required to be made by it:
  - Failure by the Client to comply with any of the terms and conditions or perform any of the obligations, mentioned herein and/or under the Website Terms;
  - iii. A representation made or deemed to have been made by the Client is incorrect or misleading.
- e. Equity Bank, reserves the right to discontinue all or any of the Corporate & SME – Cash and Liquidity Management Services to all or any of the Clients at any time without assigning any reason and without being liable for any loss/damage/ cost of any nature whatsoever to the Client.
- f. Indemnity clause, however shall survive the termination of this agreement for any reason whatsoever.

#### 18. COMMUNICATION

- The Client agrees that Equity Bank may send information including data, statements and reports to the Client relating to the Corporate & SME Cash and Liquidity Management services via electronic mail to an address designated by the Client. The Client recognizes that such information would be of a confidential nature and the information may be intercepted, read, modified or altered by any person during such transmission. The Client agrees that while Equity Bank is committed towards confidentiality, it shall not be liable for any inaccuracy, error, interruption, delay in, or omission of any data or information or the transmission or delivery of such data or information nor will Equity Bank be liable for any error, omission or delay in the services provided by any internet service provider or any third party service provider on whose performance Equity Bank is dependent for transmitting such information or data. Equity Bank shall not be liable for damages, whether direct or indirect, arising out of such transmission including but not limited to any breach of confidentiality, loss of privacy, loss of data, business interruption, and delay in delivery or any pecuniary loss.
- b. The Client agrees and confirms that all transactions effected by or through the various media channels for giving details and/or instructions to Equity Bank or otherwise communicating with Equity Bank in connection with the Corporate & SME Cash and Liquidity Management services or through other means of telecommunication as received by Equity Bank, shall constitute legally binding and enforceable transactions. Equity Bank shall be entitled to rely and act on any communication through such media channels, which originate or appear to originate from the Client and such actions shall be fully binding on the Client.
- c. Client understands and acknowledges that there are inherent risks involved in sending the instructions to the Bank via emails and agrees and confirm that all risks shall be fully borne by them and they assume full responsibility for the same, and further confirm that shall not hold the Bank liable for any losses or damages including legal fees arising upon Bank's performing or non performing or any delay /default in performing any act, by the Bank wholly or in part in accordance with the instructions so received which could be a result of any miscommunication, or technological error beyond the control of the Bank considering the mode in which the same was conveyed.
- i. The Client undertakes to ensure that access to the Authorized email id through which such request is sent is granted only to the Authorized signatory. The Bank shall not be responsible to ensure the authenticity, validity, or source of any instructions and shall not be liable if instruction/s turned out to be unauthorized, erroneous, or fraudulent.
- ii. The Client agrees and comprehends the risk and vulnerability involved in the communication process with respect to Fax and email and undertakes to extend full co-operation and support to the Bank for resolving issues and/or disputes if any arising due to any technical error which could not be anticipated by the Bank inclusive of Force Majeure situations.
- iii. The Client further agrees that Fax and email communication shall be applicable and be deemed to be received only during the working hours and working days of the Bank and its Branches and offices.

- iv. That, notwithstanding the above the Bank may, under circumstances determined by it in its absolute discretion, require from the Client confirmation of any instructions in such form as it may specify before acting on the same, the Client confirms to provide and submit such confirmation to the Bank immediately upon receipt of the Bank's request
- v. The Client confirms and undertakes that it shall duly inform the Bank about any change in email id, Fax numbers or the change in authorized officials accessing the said email id or Faxes' and further indemnify the bank against any miscommunication, error, loss and damage monetary and otherwise caused 'to the bank due to the same.
- In consideration of the Equity Bank acting and/or agreeing to act pursuant to any facsimile/email instructions, the Client hereby agrees to indemnify the Equity Bank and keep the Equity Bank at all times indemnified from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities howsoever arising in consequence of or in any way related to the Equity Bank having acted or omitted to act in accordance with or pursuant to any such instruction. Further, the Client shall also indemnify the Equity Bank at all times and keep the Equity Bank indemnified and save harmless against any and all claims, losses, damages, costs, liabilities and expenses incurred, suffered or paid by the Equity Bank or required to be incurred, suffered or paid by the Equity Bank and also against all demands, actions, suits proceedings made, filed, instituted against the Equity Bank, in connection with or arising out of or relating to (i) any instruction received by/given to the Equity Bank which it believes in good faith to be such an instruction by facsimile/ email submission; and/or (ii) any unauthorized or fraudulent instruction to the Equity Bank.

#### 19. NOTICE

Equity Bank and the Client may give notices under these Terms:

- Electronically to the authorized mailbox of either party. Such notices will be regarded as being in writing.
- b. In writing by delivering them by hand or by sending them by post to the last address given by the Client and in the case of Equity Bank, to eazzybiz@equitybank.co.ke.
- c. In addition, Equity Bank may also publish notices of general nature, which are applicable to all Clients of Corporate & SME – Cash and Liquidity Management on its web site. Such notices will have the same effect as a notice served individually to each Client.

#### 20. GOVERNING LAW

- a. These terms and condition and/or the operations in the accounts of the Client maintained by Equity Bank, and/or the use of the services provided through Corporate & SME – Cash and Liquidity Management should be governed by the laws of the Republic of Kenya and no other nation. The Client and Equity Bank Agree to submit to the exclusive jurisdiction of the Courts located in Kenya as regards any claims or matters arising under these terms and conditions.
- b. Equity Bank, accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of Kenya. The mere fact that the Corporate & SME Cash and Liquidity Management service can be accessed through internet by a Client in a country other than Kenya shall not be interpreted to imply that the laws of the said country govern these Terms and/or the operations in the accounts of the Client and/or the use of Corporate & SME Cash and Liquidity Management.
- c. The Website/System shall not be available to Client in jurisdictions where such facilities offered through Website/System are prohibited or where they cannot be offered without prior regulatory compliance. It shall be the sole responsibility of Client to verify whether the facilities offered through Website/System can be legally accessed and/or utilized in their respective jurisdictions. The Website/System does not constitute an offer to sell or a solicitation of an offer to buy any services to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.

#### 21. GENERAL

The clause headings in this agreement are only for convenience and do not affect the meaning of the relative clause. The Client shall not assign this agreement to anybody else. Equity Bank May sub-contract and employ agents to carry out any of its obligations under this contract. These terms and conditions contain Equity Bank's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the Client and Equity Bank, for Corporate & SME – Cash and Liquidity Management Services. The Client acknowledges that it has not relied on any representations made by Equity Bank, or any of its employees or agents and has made its own independent assessment of Corporate & SME – Cash and Liquidity Management. No Third party will have any rights or claims under these terms and conditions.

# 22. COVENANTS & UNDERTAKINGS

- 22.1 The Client undertakes not to carry out, or permit to be carried out, the following acts in relation to the Website and/or the System:
  - To re-use, reproduce, edit, alter, enhance or tamper with, decompile, reverse engineer, disassemble, attempt to discern the source code of the Website and/or the System or reduce

- any portion of the Website and/or the System to humanreadable form, or modify or interfere in any way with the same or any part thereof;
- b. Make error corrections to or otherwise modify or adapt the Website and/or the System to create, or permit to be created, derivative works from the whole or any part of the Website and/ or the System or modify or incorporate them in any other work, publication or website, whether in hard copy or electronic format:
- To restrict or inhibit any other user from using and enjoying the Website and/or the System;
- To access data not intended for the Client's use or trespass, break into, access, log onto, use or attempt to trespass, break into, access, log onto or use any server or account that the Client is not authorized to access;
- to access or use the Website and/or the System for an unlawful purpose or for any purpose other than what is expressly specified in this Agreement;
- f. to access the Website and/or the System through an impersonation;
- g. to do any act which is inconsistent with or exploitative of any Intellectual Property or goodwill of Equity Bank; or use of the Website and/or the System through mechanical, programmatic, robotic, scripted or any other automated means.
- 22.2 The Client shall promptly inform Equity Bank if the Client becomes aware of:
  - a. any unauthorized/ prohibited use of the Website and/or the System;
  - any actual, threatened, or suspected infringement of any Intellectual Property of Equity Bank; and
  - any claim by any person that the Website and/or the System infringes the intellectual property or other rights of any person.

#### 23. SEVERABILITY

Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms and Conditions or affect such provision in any other jurisdiction.

#### 24. INTELLECTUAL PROPERTY

- a. Except as otherwise provided, all trademarks, logos, domain names, copyrights, content, information, business methods, graphics representations, designs and documentation, audio, video, graphics, icons, images, databases and content posted on the Website as well as the "look and feel" of the Website and/or the System and the source and object code of the Website and/or the System ("Intellectual Property") is the property of Equity Bank in which Equity Bank has a proprietary and protectable interest. Neither the posting of the Intellectual Property on the Website and/or the System nor the license permitting the Client to access and use the Website and/or the System constitutes a waiver, transfer, assignment or license of the proprietary rights in the Intellectual Property to the Client or to any third party.
- The Client shall not be entitled to use the said Intellectual Property of Equity Bank.
- c. The Client shall further, at the request of Equity Bank, do all such things as may be reasonably required to assist Equity Bank in taking or resisting proceedings in respect of any infringement or claim in relation to the Intellectual Property of Equity Bank and in maintaining the validity and enforceability of the Intellectual Property of Equity Bank.

### 25. DISCLAIMER

It is the understanding that the Client shall make use of the Corporate & SME -Cash and Liquidity Management facility inter alia for carrying out valid and legal transactions and shall in no way violate the provisions of law in force from time to time. The Client shall be responsible for all of any such valuations including any money laundering both attempted and otherwise. It is the understanding of Equity Bank and the Client that all the transactions embed out by the Client are valid transactions and shall not be disputed. Equity Bank shall use best efforts in providing Corporate & SME - Cash and Liquidity Management services to the Client. Equity Bank shall not be liable for any non-compliance of any applicable rules and regulations by the Client in connection with the Corporate & SME - Cash and Liquidity Management services. Equity Bank makes no express or implied warranty with respect to the Corporate & SME - Cash and Liquidity Management services. Equity Bank makes no warranty that (i) the Corporate & SME - Cash and Liquidity Management services will meet all the requirements of the Client; or (ii) the Corporate & SME - Cash and Liquidity Management services will be uninterrupted or timely. The Client shall not hold Equity Bank responsible for any breakdown/interruption/delay/failure or any technical flaw in the Website, Internet or the Corporate & SME - Cash and Liquidity Management services provided or other telecommunication service providers and / or any consequent delay or failure in completion of any request / instruction submitted by the Client. .Equity Bank shall not be liable to anyone whatsoever by reason of any error of judgment or for any act done or step taken or omitted by it in good faith or any mistake of fact or for anything that it may do or refrain from doing in good faith in connection herewith, unless caused by or arising out of its own negligence or misconduct. Notwithstanding anything contained herein, the Equity Bank may refrain from taking any action which in its opinion, would or might contravene any law in any relevant jurisdiction, and do all such things in its opinion to comply with all Applicable Law.

You shall indemnify the Bank against any claims by third parties or loss suffered by third parties arising from your use of the Corporate & SME – Cash and Liquidity Management services provided that such loss is not as a result of negligence or willful default on part of the Bank.

Your Account Terms shall also apply in addition to these Conditions. Your Account Terms contain terms and conditions which relate to responsibility for transactions on Your Account and which detail your and our obligations in respect of unauthorized, incorrect and failed payments. We have the right not to refund any unauthorized transaction on Your Account in the circumstances listed in Your Account Terms and these Conditions. Please refer to Your Account Terms. If you dispute that you have carried out a transaction using any of the Services We will investigate and shall expect you to co-operate with us and the Police in any investigations.

You will be liable for all transactions or payments requested from Your Account using any of the Services and/or any charges or interest incurred on the Account as a result of any of those transactions or payments or payment requests in the following cases:

- a. any misuse, fraud or abuse of any Service by You;
- b. You have disclosed Your Security Details to another person;
- failed to follow any of the safeguards set out in these Conditions, Your Account Terms and the User Guide for Your Account.

#### 26. USING CONTENT FROM OUR WEBSITE

The content on Online Corporate Banking, including all registered and unregistered trademarks, constitutes our intellectual property rights. You may not establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise ("linking") to this website or any other subsidiary pages without our prior written consent, which consent is at our sole discretion.

You may apply to establish such a link by submitting your request to in mailto: eazzybiz@equitybank.co.ke. In the event that you have not heard from us within 5 (five) working days, please consider your request as having been rejected.

# 27. AVAILABILITY OF CORPORATE & SME – CASH AND LIQUIDITY MANAGEMENT

We respect your privacy and your personal information. For this reason, we have prepared a Privacy Policy (published on our portal) to let you know how we will treat any personal information that we may have about you. We will take all reasonable measures, in accordance with our Privacy Policy, to protect your personal information and to keep it confidential, even when you are no longer our Client.

If you call our helpline you permit us to record your calls for security reasons, Client care and to comply with various laws.

# 28. MODIFICATION, SUSPENSION OR TERMINATION OF CORPORATE & SME – CASH AND LIQUIDITY MANAGEMENT

We may discontinue providing Corporate & SME – Cash and Liquidity Management services or any of the products or services offered via the website at any time at our sole discretion and you agree to the same.

#### 29. CODE OF BANKING PRACTICE

We subscribe to the code of banking practice which will apply to our relationship with our Clients who fall within the ambit of the Code. This is governed by Central Bank of Kenya.

# 30. SUBMITTING A COMPLAINT TO US

If you wish to lodge a complaint, please notify us in writing by lodging a complaint using this e-mail address; eazzybiz@equitybank.co.ke

In the alternative, you can lodge a formal complaint at the nearest Branch by filling the requisite Form.

We will respond to your complaint as soon as possible. If you do not hear from us within 5 (five) working days from sending your complaint, we request that you contact us at 0763027410 /0763027411 to check whether your complaint has been received.

## 31. ADDRESS FOR LEGAL NOTICES

All legal notices relating to products must be delivered as provided for in the product agreements. Where such address is not specified, such notices must be sent to our Registered Address. We may send you legal notices to any of the addresses you have specified on any of your application/registration forms with us or at the address you actually work or live.

# 32. SECURITY

Information that is transmitted over the Internet or via other networks (wireless or otherwise) may be subject to interception. While we will take all reasonable precautions to ensure that Internet Banking is secure, we cannot be liable for any loss or damage you suffer as a result of your negligence.

You should regularly read the security tips which we publish on the website and take the precautions mentioned therein. If you want to prevent others from reading email we send you, you must set up your own password protection on your system at home or work. Please read our Security Policy for more information.

#### 33. NO WARRANTIES

No warranties, whether express or implied, are made of any kind in respect of Internet Banking including in respect of the performance, quality, security, content, information, availability, accuracy, safety or reliability of Internet Banking.

#### 34. GENERAL

The headings appearing in these Terms are inserted for convenience only and will not be taken into account when interpreting these Terms.

Where dates and times need to be calculated in terms of these Terms, the international standard time (GMT) plus 3 (three) hours (Nairobi) will be used.

I/We hereby agree with the terms and conditions and Undertakings given, which I/We have read, and understood, and confirm that the information supplied is correct to the best of my/ our knowledge.			
Name	Signature	Date	

# **INDEMNITY FORM**

Equity Bank (Kenya) Limited (the "Bank") must receive this signed application before we process your request to allow you access to view and/or transact on the Bank's Corporate & SME Cash and Liquidity Management Platform ("EazzyBiz").

We fully understand that by signing this form, we confirm our application to undertake online banking transactions and that we indemnify the Bank from all losses arising and incidental thereto that does not arise from the bank's negligence.

#### **Definitions**

In this Indemnity Form the reference to:

- 1. "We", "Us" and "Our" shall mean the Customer.
- 2. "Service" shall mean Corporate & SME Cash and Liquidity Management Portal.
- 3. "The Bank" shall mean Equity Bank (Kenya) Limited.

### 1. TRANSACTIONAL LIMIT

- a. We authorize the Bank to charge our account(s) for any transactions made through the use of the service, including the amount of any recurring payment(s) or transfer(s) that we make. We agree that sufficient funds must be available in our account(s) on the date we schedule payments or transfers to be made using the service.
- b. We acknowledge receipt of the Corporate & SME Cash and Liquidity Management Application form and the terms and conditions for the service, understood them and agree to be bound by them.

C.	For all transactions, we hereby instruct the	Bank to allow us to transact up to a daily limit of Kshs
	(in words)	or its equivalent in any foreign currency without further approval from the Bank.

# 2. INDEMNITY

We hereby indemnify the Bank against any claims by us and/or third parties, any and all losses and damages, including indirect or consequential losses or damages that the bank may suffer or incur on our behalf due to:

- (a) Non-payment or failure by the Bank to act on our instruction(s);
- (b) Allowing a third party access to one of our user(s) email account/mobile phone that may lead to compromise of passwords;
- Compromise of our email address, password or PIN which is not due to the Bank's negligence. (c)

- Our incorrect instructions or information: (d)
- (e) Any instruction exceeding the amount available in our bank account(s); or
- (f) Unauthorized instructions executed which are not due to the Bank's negligence whether given by ourselves or any person authorized to act on our behalf.
- 3. We confirm that the email addresses and contact details provided by us are secure, valid and fit for use for password/PIN dispatch to the respective email/mobile phone number.

Name	Signature	Date

# **OFFICIAL USE - INTERNAL CHECKLIST**

APP	PLICATION FORM		
1.	All pages should be filled and blank spaces canceled		
2.	The amount for daily and user limits is clear.		
3.	Branch received stamp, company seal for Limited Liabilities and Official Stamp for non limited liability companies		
4.	. All signatures verified		
5.	Approval mandate should be clear (signed as per account mandate) in core banking system		
6.	Mobile numbers and Email addresses provided should be valid and autonomous i.e. not shared.		
7.	BGDM/Branch Operations Manager signature and stamp		
8.	Search flag on Finacle should be "okay"		
9.	Confirm that the daily limit does not exceed they indemnified amount		
IND	EMNITY		
1.	Signature verified.		
2.	Amount in figures and words are clear.		
3.	Branch received stamp.		
4.	Company seal or stamp for non limited liability entities		
5.	BGDM/Branch Operations Manager signature and stamp		
TER	MS AND CONDITIONS		
1.	Signed on last page as per mandate		
ADD	DITIONAL/SUPPORTING DOCUMENTS		
1.	Copies of ID for agents/initiator/makers/new signatories.		
2.			
OFF	ICIAL USE ONLY		
FOI	RM COMPLETED CORRECTLY YES NO		
SIG	NATURES VERIFIED FOR ALL LISTED ACCOUNTS  YES  NO		
Aut	thorizing Officer: Signature:		
Bra	anch Manager: Signature:		
	WRITE NAME		
0FF	ICIAL USE ONLY - HEAD OFFICE		
	IOIAL OSE ONE! HEAD OFFICE		
For	rm received and created by: Date: Signature: Date:		
For	rm creation approved by: Signature: Date:		
For	rm filed by: Signature: Date:		