



Your handy guide to
Stanbic Bank Kenya Limited
TERMS AND CONDITIONS



MOBILE LOAN FACILITY TERMS AND CONDITIONS

1. Terms and Conditions of the Mobile Loan Facility

- 1.1 This agreement sets out the Terms and Conditions (hereinafter called "these Terms and Conditions") which shall be applicable to the Mobile Loan Facility.
- 1.2 Any amendments or variations made to these Terms and Conditions shall be published on the Website and shall take effect on the date of their publication or as otherwise provided in such amendment or variation.
- 1.3 These Terms and Conditions and any amendments or variations thereto shall remain in full force and effect and apply to the Mobile Loan Facility advanced to the Borrower from time to time ("the Loan") until such time as these Terms and Conditions may be terminated in accordance with clause 9 below.

2. Definitions

- 2.1 In these Terms and Conditions, the following terms and expressions shall have the following meaning:
 - 2.1.1 **"Account"** means a bank account (s) held by the Borrower with the Bank;
 - 2.1.2 **"Bank"** means Stanbic Bank Kenya Limited, registration number C. 9520;
 - 2.1.3 **"Borrower"** means the person applying for the Loan;
 - 2.1.4 **"Credit Reference Bureau"** means a credit reference bureau duly licensed under the Banking Act pursuant to the Banking (Credit Reference Bureau) Regulations to inter alia, collect and facilitate the sharing of customer credit information;
 - 2.1.5 **"Current Account"** means the Borrower's current account held with the Bank designated for the Mobile Loan Facility;
 - 2.1.6 **"Equipment"** means the Borrower's mobile phone handset, SIM Card and/or other equipment which when used together enables the Borrower to access the System through a mobile telecommunications network;
 - 2.1.7 **"Event of Default"** means an event or circumstance specified as such in Clause 9;
 - 2.1.8 **"Event of Force Majeure"** means an event beyond the Bank's control including but not limited to act of God, acts of war, acts of terrorism, civil war, riot, strikes or disorder;
 - 2.1.9 **"Interest Rate"** means Stanbic Bank Prime Rate subject to change from time to time plus margin as shall be advised on application;
 - 2.1.10 **"Mobile Banking App"** means the mobile banking application developed and managed by the Bank for purposes of accessing the Services;
 - 2.1.11 **"Network"** means the mobile cellular network operated by a registered mobile service provider;
 - 2.1.12 **"Phone Number"** means the mobile telephone number within the Network which the Borrower has indicated as their mobile line number as registered on the Bank's Mobile Banking App;
 - 2.1.13 **"Services"** shall include the Loan that the Bank may offer the Borrower pursuant to these Terms and Conditions and as the Borrower may from time to time subscribe to and Service shall be construed accordingly;
 - 2.1.14 **"SIM Card"** means the subscriber identity module which when used with the appropriate mobile phone handset and Phone Number enables the Borrower to access the Network;
 - 2.1.15 **"SMS"** means a short message service consisting of a text message transmitted from one mobile phone to another;
 - 2.1.16 **"System"** means the Bank's electronic banking and communications software enabling the Borrower to communicate with the Bank for purposes of the Services; and
 - 2.1.17 **"Website"** means the official website of Stanbic Bank Kenya Limited accessible at the following address: <https://www.stanbicbank.co.ke> (or any replacement page).



3. Access to The Loan

- 3.1 The Loan application shall be initiated and submitted by the Borrower via the Bank's Mobile Banking App ("the App") using the Phone Number. The Borrower will be guided through the instructions on the App.
- 3.2 The Borrower's application shall be evaluated according to the applicable loan eligibility assessment criteria of the Bank. The Bank reserves the right at its sole and absolute discretion and without giving any reason to approve, in full, in part, or decline the Borrower's loan application.
- 3.3 Subject to the approval of the Borrower's loan application and the Borrower's acceptance of these Terms and Conditions, the Bank shall disburse the Loan.
- 3.4 The proceeds of the Loan shall be credited to the Borrower's Current Account held with the Bank subject to any deductions on account of facility fees and insurance premiums.

4. Insurance Cover

- 4.1 The Bank requires Life Insurance cover ("Credit Life Cover") for the Loan amount with an underwriter approved by the Bank and with the Bank's interest noted as first loss payee.
- 4.2 The Borrower has the option to exercise their right to select an underwriter of their choice to arrange the Credit Life Cover or to authorize the Bank to arrange Credit Life Cover with a pre-approved underwriter and to deduct the insurance premiums payable from the Loan amount.
 - ☐ I hereby expressly forfeit my right to appoint an underwriter, not being the Bank, to arrange the Credit Life Cover for the Loan.
 - ☐ I hereby authorize the Bank to arrange Life Insurance cover for the Loan amount with the Bank's interest noted as first loss payee and to deduct the insurance premiums payable from the loan amount.

5. Fees, Costs and Charges

- 5.1 Upon acceptance of the Loan, a facility fee shall be deducted from the Loan amount.
- 5.2 In consideration of the Bank granting the Borrower the Loan, the Borrower shall pay interest at the Interest Rate indicated on the application.
- 5.3 Interest Rate payable under this Loan shall:
 - 5.3.1 be calculated on the basis of a 365 (three hundred and sixty-five) day year irrespective of whether or not the year in question is a leap year;
 - 5.3.2 be calculated on the daily balance owing under the Loan, notwithstanding that such balance may have been increased by the debiting of interest to such balance;
 - 5.3.3 accrue from day to day;
 - 5.3.4 be debited to the Borrower's account held with the Bank, monthly in arrears and payable each month for the duration of the Loan; and
 - 5.3.5 be compounded monthly.
- 5.4 The Borrower hereby acknowledges that all fees payable in connection with the Loan including but not limited to Interest Rate, default interest and any charges incurred by the Bank in respect of collection and recovery of the Loan or any amounts owed to the Bank by the Borrower arising from this agreement, will be borne by the Borrower.
- 5.5 The Borrower shall indemnify the Bank on a full and unqualified indemnity basis against:
 - 5.5.1 any charges including, without limitation, costs incurred by the Bank in obtaining legal advice in connection with the Loan, related to the Borrower's dealings with the Bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of any dealings in respect of the Loan including costs incurred by the Bank in respect of collection and recovery of any amounts owed to the Bank by the Borrower arising from this agreement; and
 - 5.5.2 all other fees and expenses incurred in respect of the Loan.
- 5.6 The Bank reserves the right to vary fees and charges at any time in line with market conditions and within permissible legal limits. The Bank shall give notice to the Borrower of such amendment and its effective date.



6. Repayment of The Loan

- 6.1 The Borrower shall repay the Loan together with Interest within the approved loan period.
- 6.2 The Borrower shall make all payments due to the Bank in respect of the Loan, including but not limited to the Interest and facility fee, when due and in full without any deduction whatsoever.
- 6.3 If the Borrower fails to repay the Loan and/or Interest due or owing by the Borrower to the Bank, the Borrower will be charged default Interest on the overdue amount at the rate of 10% per annum above the Stanbic Prime Rate.
- 6.4 The Borrower acknowledges, agrees and confirms that the default interest charges represents a reasonable amount to cater for the loss that the Bank may suffer in funding the default of the Borrower.

7. Exclusion of Liability

- 7.1 The Bank shall not be responsible for any loss suffered by the Borrower:
 - 7.1.1 if the Services are unavailable for any reason including but not limited to Equipment failure, loss of power, malfunction, interruption or unavailability of the Network or any telecommunication system; or
 - 7.1.2 as a result of any fraudulent or illegal use of the Services, the System, the Borrower's Phone Number and/or the Borrower's equipment; or
 - 7.1.3 resulting from an Event of Force Majeure.
- 7.2 Under no circumstances shall the Bank be liable to the Borrower for any loss or for any indirect or consequential loss or damage of whatever kind, howsoever caused or arising including, without limitation those caused or arising out of or in connection with:
 - 7.2.1 a failure or unavailability of the Services;
 - 7.2.2 any delay in confirming its approval or rejection of the application for a Loan or in disbursing the Loan following approval of the Loan application;
 - 7.2.3 the termination of these Terms and Conditions;
 - 7.2.4 the cancellation or calling in of the Loan pursuant to Clause 9; and/or
 - 7.2.5 the matters set out in Clause 7.1 above even where the possibility of such loss or damage is notified to the Bank.

8. Indemnity

- 8.1 In consideration of the Bank complying with the Borrower's instructions or requests, the Borrower undertakes to indemnify the Bank and hold the Bank harmless on a full and unqualified indemnity basis against any loss, charge, damage, expense, fee or claim which the Bank suffers or incurs or sustains thereby and the Borrower absolves the Bank from all liability for loss or damage which the Borrower may sustain from the Bank acting on the Borrower's instructions or requests or in accordance with these Terms and Conditions.
- 8.2 For the purposes of Clause 8.1, the expression "the Borrower's instructions or requests" means any instructions or requests received by the Bank from the Borrower's Phone Number, whether or not such instructions or requests are issued by the Borrower or someone else acting with or without instructions, it being acknowledged and agreed that the Bank shall treat all such instructions or requests as issued by the Borrower without the necessity of independent investigation or verification. In this regard, the Borrower irrevocably authorizes the Bank to act on all instructions or authorization received by the Bank from the Borrower's Phone Number and to hold the Borrower liable in respect thereof, notwithstanding that any such requests are not by the Borrower or authorized by the Borrower.

9. Variation and Termination of Relationship

- 9.1 The Bank may at any time, upon notice to the Borrower, terminate or vary its business relationship with the Borrower, and in particular the Bank may cancel any Loan which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine.
- 9.2 Without prejudice to the Bank's rights under Clause 9.1 above, the Bank may vary or terminate the relationship if any of the below events occur:
 - 9.2.1 If the variation or termination is required to comply with an order or instruction from the government, court, regulator or other competent authority;
 - 9.2.2 Where such a suspension or variation is necessary to enable variation or change in the Bank's system;
 - 9.2.3 To facilitate update or upgrade the contents or functionality of the Services from time to time.



9.3 For purposes of these Terms and Conditions, each of the following events shall be regarded as an Event of Default;

- 9.3.1 If the Borrower fails to pay any amounts due to the Bank on the due date;
- 9.3.2 If the Borrower defaults in the due and punctual performance of any other obligation under these Terms and Conditions;
- 9.3.3 if the Borrower is unable or admits inability to pay their debts as they fall due;
- 9.3.4 if the Borrower fails to comply with or pay by the required time any sum due from any final judgment or any final order made or given by a court or arbitral tribunal or other arbitral body, in each case of competent jurisdiction;
- 9.3.5 if any sequestration, attachment, expropriation, distress, execution or other analogous process in any jurisdiction is levied, enforced, issued or sued out on or against any assets of the Borrower and is not discharged or stayed within thirty (30) days;
- 9.3.6 should the Borrower generally do or omit to do anything which may (in the opinion of the Bank, acting reasonably) cause the Bank to suffer any loss or damage, including any reputational loss or damage;
- 9.3.7 Where the Bank reasonably suspects that the Loan is being used to perpetuate an illegality or unethical activities, or the Borrower is engaged in illegality or unethical activities or any accounts of the Borrower held with the Bank are being used fraudulently, negligently, for money laundering activities, for illegal or terrorist activities, or for any purpose that does not comply with any law.

If an Event of Default occurs then, in any such event, the full amount of the Loan and any other facilities accorded to the Borrower by the Bank, then outstanding (whether or not it is due for payment), and all charges accrued thereon, together with default interest as defined above shall immediately become due and payable. In addition, the Bank shall have the right to exercise all other remedies available to it under the laws of Kenya.

9.4 Termination shall however not affect any accrued rights and liabilities of either party.

10. Disclosure of Information and Data Protection

10.1 By accepting these Terms and Conditions the Borrower hereby consents, authorizes and agrees as follows:

- 10.1.1 That the Bank may use any information provided to the Bank by the Borrower for any purpose that the Bank may require from time to time;
- 10.1.2 That the Bank may furnish Standard Bank Group Limited, any other Subsidiary or associate company of Standard Bank Group Limited, and any assignee or transferee of the Bank's rights in terms hereof, with any information and documentation they may request regarding the Loan, including (without limitation) any security or any "know your customer" information provided in respect of the Loan or the Borrower.
- 10.1.3 The Borrower agrees with the Bank that the Bank may:
 - (i) hold and process, by computer or otherwise, any information obtained about the Borrower as a consequence of the Loan;
 - (ii) include Personal Data in the Bank's systems which may be accessed by other companies in the Bank's group for credit assessment, statistical analysis including behaviour and scoring and to identify products and services (including those supplied by third parties) which may be relevant to the Borrower; and
 - (iii) permit other companies within the Bank's group to use Personal Data and any other information it holds about the Borrower to bring to its attention products and services, which may be of interest to the Borrower.
- 10.1.4 The Borrower further agrees that the Bank may disclose its Personal Data and/or Information relating to the Borrower including data and information relating to the Loan and any documents referred to herein or the assets, business or affairs of the Borrower outside the Bank's group whether such Personal Data and/or information is obtained after the Borrower ceases to be the Bank's customer or during the continuance of the banker-customer relationship or before such relationship was in contemplation:
 - (i) for fraud prevention purposes;
 - (ii) to licensed credit reference agencies or any other creditor, if the Borrower is in breach of the Terms and Conditions;
 - (iii) to its external lawyers, auditors and other sub-contractors or persons acting as the Bank's agents;
 - (iv) to any person who may assume the Bank's rights under these Terms and Conditions;
 - (v) if the Bank has a right or duty to disclose or are permitted or compelled to do so by law; and
 - (vi) for the purpose of exercising any power, remedy, right, authority, or discretion pursuant to these Terms and Conditions or any other document.
- 10.1.5 The Borrower consents to the Bank's collection of their Personal Data and/or other information from it and, where lawful and reasonable, from public sources for credit, fraud, compliance purposes, and for the additional purposes set out below.



- 10.1.6 If the Borrower gives Personal Data and/or other information about or on behalf of another person to the Bank, the Borrower confirms that they are authorized to:
- (i) give the Bank the Personal Data and/or other information;
 - (ii) consent on behalf of that other person to the Processing of such Personal Data and/or other information, including any cross-border transfer of Personal Data and/or other information into and outside of Kenya where the products or services are or may be provided; and
 - (iii) receive any privacy notices on behalf of that other person.
- 10.1.7 The Borrower hereby consents to the Bank Processing the Personal Data and/or other information:
- (i) to provide products and services to the Borrower in terms of the Loan and any other products and services for which the Borrower may request from the Bank;
 - (ii) to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve the Bank's products and services;
 - (iii) outside of Kenya where the products or services are or may be provided. Such countries may not have the same data protection laws as the country where the products or services are provided;
 - (iv) by sharing the Borrower's Personal Data and/or other information with the Bank's third-party service providers, in and outside Kenya where the products or services are or may be provided.
- 10.1.8 The Bank's Processing practices and privacy statement are available on the Bank's Website at <https://www.stanbicbank.co.ke>.
- 10.1.9 The Borrower acknowledges and agrees to the Bank's collection, use, Processing and sharing of the Borrower's Personal Data and/or other information for the above purposes. The Borrower further agrees that a disclosure of information by the Bank in the circumstances contemplated by this paragraph does not violate any duty owed to the Borrower in law or pursuant to any agreement between the Borrower and the Bank or in the ordinary course of banking business and the customs, usage and practice related to banking. The Borrower further agrees that the disclosure may be made without further reference to, or, authority from the Borrower and without inquiry by the Bank as to the justification for or validity of such disclosure.

11 Information Sharing Consent

The Borrower hereby agrees to be bound by the following requirements relating to the submission of information to the Credit Reference Bureau (whether or not the Loan has been drawn down) and irrevocably:

- 11.1 consents to the Bank collecting, receiving, compiling and retaining any Customer Credit Information about the Borrower for purposes of:
- (i) assisting the Bank to perform the Bank's statutory assessment of the Borrower's creditworthiness;
 - (ii) deciding whether or not to grant the Borrower credit; and
 - (iii) monitoring the Borrower's credit profile should the Bank grant the Borrower credit; and
 - (iv) filing the Bank's Customer Credit Information with the Credit Reference Bureau.
- 11.2 consents to the receipt, sharing, provision and exchange of information with Credit Reference Bureau and with other licensed financial institutions and micro finance deposit taking institutions through the Credit Reference Bureau provided that the Borrower reserves the right to lodge a complaint with the Credit Reference Bureau or to challenge any Customer Credit Information held by the Credit Reference Bureau in respect to the Borrower;
- 11.3 acknowledges that the Customer Credit Information obtained may include positive or negative information regarding the Borrower's payment record;
- 11.4 acknowledges that the Credit Reference Bureau is required by law to collect negative information on the background and credit history relating to the non-performing obligations of the Borrower;
- 11.5 consents to the collection, recording, retention and submission of all information relating to the economic, financial and commercial obligations of the Borrower in order to determine your overall debt exposure and ability to pay.



12. Miscellaneous

- 12.1 These Terms and Conditions (as may be amended from time to time) form a legally binding agreement and are binding on the Borrower.
- 12.2 The Bank may at any time vary or amend these Terms and Conditions, the Interest Rate and the default interest. Any such variations or amendments shall be published on the Bank's Website and/or by any other means as determined by the Bank and any such variations and amendments shall take effect immediately upon publication. The Borrower's continued use of the Services will constitute the Borrower's agreement to be bound by these Terms and Conditions as amended or varied from time to time.
- 12.3 The Bank may, at any time without notice to the Borrower apply payments received in respect of any designated accounts to any other Accounts held by the Borrower or against any other Account or indebtedness in respect of which the Borrower is liable.
- 12.4 Any failure by the Bank to exercise, or any delay in exercising, any of its rights under these Terms and Conditions or under any applicable law will not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any such right will not preclude any other or further exercise of that or any other such rights; and no act or course of conduct or negotiation on the part of the Bank shall preclude the Bank from exercising any such right or constitute a suspension or any variation of such right. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.
- 12.5 If, at any time, any provision in these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law will in any way be affected or impaired.
- 12.6 Any addition or alteration to these Terms and Conditions may be made from time to time by the Bank and of which notice has been given to the Borrower by way of publication as provided in clause 12.2 above shall be binding upon the Borrower as if the same were contained in these Terms and Conditions.
- 12.7 The Borrower shall not be entitled to assign or transfer their rights and/or obligations under these Terms and Conditions without the prior consent of the Bank.
- 12.8 A certificate signed by any manager or divisional executive of the Bank (whose appointment or authority need not be proved) as to any amount owing to the Bank under Loan, the rates of interest and any other fact stated therein, shall, on its mere production, be *prima facie* proof of the content of such certificate.
- 12.9 These Terms and Conditions shall be read together with the Mobile Banking Terms and Conditions which are available on the Bank's Website at <https://www.stanbicbank.co.ke>

13. Notices

- 13.1 Any notice, request or other communication to be given or made under these Terms and Conditions shall be sent via SMS through the Borrower's Phone Number. The Borrower acknowledges that they shall have no claim against the Bank for damages resulting from losses, delays, misunderstandings or any other irregularities due to transmission of any communication.
- 13.2 Without prejudice to clause 13.1 above, any information published by the Bank (i) by advertisement in a local daily newspaper published in Kenya, or (ii) on the Bank's Website at <https://www.stanbicbank.co.ke> (or any replacement page) will constitute adequate notice for purposes of these Terms and Conditions in relation to the matters to which that information relates and the effective date of such notice will be the first Business Day following the date of publication.

14. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.

15. Independent Advice

- 15.1 The Borrower acknowledges that they have been free to secure and has taken independent legal, advice in relation to the nature and effect of these Terms and Conditions and the Loan provided herein.
- 15.2 It is agreed that the Borrower has not relied on any representation of the Bank in this regard.

16. Acceptance of The Terms And Condition

- 16.1 By applying for a Mobile Loan Facility, the Borrower agrees to comply with and be bound by these Terms and Conditions in respect of any Loan granted and/ or Services provided pursuant to the Borrower's application.

- 16.2 The Borrower will be deemed to have read, understood and accepted these Terms and Conditions upon clicking on the "Accept" option.

☐ I hereby accept the terms and conditions.

☐ I hereby decline the terms and conditions.