



WHATSAPP CHATBOT TERMS AND CONDITIONS

1. Terms and Conditions of the WhatsApp Banking Chatbot

- 1.1. This agreement sets out the Terms and Conditions (hereinafter called “these Terms and Conditions”) which shall be applicable to the WhatsApp Chatbot.
- 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 WhatsApp Banking Product.

2. Definitions

- 2.1 In these Terms and Conditions, the following terms and expressions shall have the following meaning:
 - 2.1.1 **“Account”** means the Customer’s account(s) held with the Bank;
 - 2.1.2 **“Bank”** means Stanbic Bank Kenya Limited, registration number C. 9520;
 - 2.1.3 **“Customer”** means the person in whose name the Account is held with the Bank or any other person who has access to the Service;
 - 2.1.4 **“Equipment”** means the Customer’s computer or mobile device that enables the Customer to access the Service;
 - 2.1.5 **“Service”** shall include any form of interaction that the Bank and the Customer may have on the Stanbic WhatsApp platform including responding to general enquiries;
 - 2.1.6 **“Stanbic WhatsApp”** means a messaging channel that enables the Customer to interact with the Bank through WhatsApp;
 - 2.1.7 **“Standard Bank Group”** means Standard Bank Group, the holding company and any subsidiary of the holding company and all its subsidiaries
 - 2.1.8 **“System”** means the Stanbic WhatsApp Chatbot owned and managed by the Bank that the Customer will use for purposes of accessing the Services;
 - 2.1.9 **“User Profile”** means the digital identity created on the System’s profile upon registration onto the System and acceptance of these Terms and Conditions;
 - 2.1.10 **“Website”** means the official website of Stanbic Bank Kenya Limited accessible at the following address: <https://www.stanbicbank.co.ke> (or any replacement page).



1. Conditions of Use

- 1.1 You agree to use the Service in accordance with all applicable laws and regulations. You will not use the Service to post, transmit, or distribute any content that is illegal, harmful, defamatory, or that infringes on any third-party rights. You are responsible for all activities that occur under your WhatsApp account .
- 1.2 By accessing or using the Service, you agree to be bound by these Terms of Use. If you do not agree with any part of these terms, you must not use the Service.

2. Privacy Policy

- 2.1 The Bank is committed to protecting your privacy. We shall handle any of your personal data as a result of the Customer's interaction with the Stanbic WhatsApp chatbot in accordance with the Bank's Privacy and Security Statement which is accessible in our website at <https://www.stanbicbank.co.ke/kenya/personal/about-us/legal/privacy-and-security-statement>:
- 2.2 The Bank will offer the Services through the internet hence will adhere to the highest standards of internet security which includes the restrictions and security features provided by the WhatsApp platform. However, we shall not be liable for any breach of privacy that may occur due to unprotected and open nature of open networks.

3. Disclosure of Information and Data Protection

- 3.1 By accepting these Terms and Conditions the Customer hereby consents, authorizes and agrees as follows:
- 3.1.1 That the Bank may use any information provided to the Bank by the Customer for the purpose of providing the Customer with the Services;
- 3.1.2 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, including (without limitation) any "know your customer" information provided in respect of the the Customer.
- 3.1.3 The Customer agrees with the Bank that the Bank may:
- (i) hold and process, by mobile, computer or otherwise, any information obtained about the Customer as a consequence of access to the Service;
 - (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 Customer; and
 - (iii) permit other companies within the Bank's group to use Personal Data and any other information it holds about the Customer to bring to its attention products and services, which may be of interest to the Customer.
- 3.1.4 The Customer further agrees that the Bank may disclose its Personal Data and/or Information relating to the Customer:
- (i) for fraud prevention purposes;
 - (ii) to any person who may assume the Bank's rights under these Terms and Conditions;
 - (iii) if the Bank has a right or duty to disclose or are permitted or compelled to do so by law; and
 - (iv) for the purpose of exercising any power, remedy, right, authority, or discretion pursuant to these Terms and Conditions or any other document.
- 3.1.5 The Customer 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.
- 3.1.6 If the Customer gives Personal Data and/or other information about or on behalf of another person to the Bank, the Customer 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.
- 3.1.7 The Customer hereby consents to the Bank Processing the Personal Data and/or other information:
- (i) to provide products and services to the Customer for which the Customer 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 Customer'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.

3.1.8 The Bank's Processing practices and privacy statement are available on the Bank's Website at <https://www.stanbicbank.co.ke>.

3.1.9 The Customer acknowledges and agrees to the Bank's collection, use, Processing and sharing of the Customer's Personal Data and/or other information for the above purposes. The Customer 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 Customer in law or pursuant to any agreement between the Customer and the Bank or in the ordinary course of banking business and the customs, usage and practice related to banking. The Customer further agrees that the disclosure may be made without further reference to, or, authority from the Customer and without inquiry by the Bank as to the justification for or validity of such disclosure.

4. Exclusion of Liability

4.1 The Bank shall not be responsible for any loss suffered by the Customer:

- 4.1.1 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
- 4.1.2 as a result of any fraudulent or illegal use of the Services, the System and/or the Customer's Equipment.

5. Indemnity

5.1 In consideration of the Bank complying with the Customer's instructions or requests, the Customer 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 Customer absolves the Bank from all liability for loss or damage which the Customer may sustain from the Bank acting on the Customer's instructions or requests or in accordance with these Terms and Conditions.

5.2 For the purposes of Clause 5.1, the expression "the Customer's instructions or requests" means any instructions or requests received by the Bank from the Customer's through the System, whether or not such instructions or requests are issued by the Customer 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 Customer without the necessity of independent investigation or verification. In this regard, the Customer irrevocably authorizes the Bank to act on all instructions or authorization received by the Bank from the Customer's User Profile in the System and to hold the Customer liable in respect thereof, notwithstanding that any such requests are not by the Customer or authorized by the Customer.

6. Miscellaneous

6.1 These Terms and Conditions (as may be amended from time to time) form a legally binding agreement and are binding on the Customer.

6.2 The Bank may at any time vary or amend these Terms and Conditions. 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 Customer's continued use of the Services will constitute the Customer's agreement to be bound by these Terms and Conditions as amended or varied from time to time.

6.3 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 rights; 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.

6.4 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.

6.5 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 Customer by way of publication as provided in clause 6.2 above shall be binding upon the Customer as if the same were contained in these Terms and Conditions.

6.6 The Customer 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.

6.7 These Terms and Conditions are available on the Bank's Website at <https://www.stanbicbank.co.ke>

7. Governing Law

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



8. Customer Complaints

customercare@stanbic.com

www.stanbicbank.co.ke

9. Acceptance of The Terms and Condition

If you have any questions or complaints about the Service, you may contact our Customer Care Centre by calling 0711 068 888/0732 113 888/+254 (20) 3268 888/+254 (20) 3268 999 or by email at customercare@stanbic.com or via the website

- 9.1 By using or continuing to use the Stanbic WhatsApp chatbot, you are deemed to have read, understood and accepted these Terms and Conditions.