



KINGDOM SACCO SOCIETY LIMITED

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KINGDOM SACCO MOBILE BANKING APPLICATION TERMS AND CONDITIONS

1. GENERAL

1.1 By installing the Application (as defined below), you agree to be bound by these terms of use. Please review them carefully before installation and/or acceptance.

2. DEFINITIONS

2.1 The “Application” shall mean the software provided by Kingdom Sacco to offer services related to Kingdom Sacco, Kingdom Sacco’s services and its partners’ services, to be used on Apple iOS and Android OS devices and any upgrades from time to time and any other software or documentation which enables the use of the Application.

3. DATA PROTECTION

3.1 Any personal information you supply to Kingdom Sacco when using the Application will be used by Kingdom Sacco in accordance with its Privacy Policy.

4. INFORMATION SECURITY PROCEDURE

4.1 You must keep your security details secret and take all reasonable precautions to prevent unauthorized or fraudulent use of them.

4.2 You must not disclose your security details to any other person or record your security details in any way that may result in them becoming known to another person.

4.3 Please note that after initial registration we will never contact you (or ask anyone to do so on our behalf), with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must NOT supply your security details to them in any circumstances. Additionally, you should report any such requests to us immediately.

4.4 Where a transaction using the Mobile Banking Service has been carried out using your security details, but you subsequently show that the transaction was not authorized by you, you will not be liable for that transaction provided you have kept your security

details secret, not acted fraudulently, acted with reasonable care and acted in accordance with these Terms.

- 4.5 You will be responsible for all instructions given by you or anyone acting with your authority between the times you pass the security procedure until you exit from the Mobile Phone Banking Service. Please note that this includes any input errors or instructions sent by someone other than yourself so please do not leave your mobile phone unattended while you are still logged onto the Mobile Banking Service.
- 4.6 You are responsible for making sure information either shown or stored on your mobile phone is kept secure. You must advise us of any change to your mobile phone number or email address.

5. PROPRIETARY RIGHTS AND LICENSE

- 5.1 All trademarks, copyright, database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned either directly by Kingdom Sacco or by Kingdom Sacco's licensors. Kingdom Sacco hereby grants you a worldwide, non-exclusive, royalty-free revocable license to use the Application for your business and personal use in accordance with these terms.

6. CONDITIONS OF USE

- 6.1 You will not, nor allow third parties on your behalf to
 - (i) Make and distribute copies of the Application;
 - (ii) Attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application;
 - (iii) Create derivative works of the Application of any kind whatsoever.
- 6.2 The Application is currently made available to you free of charge for your personal, non-commercial use. Kingdom Sacco reserves the right to amend or withdraw the Application, or charge for the application or service provided to you in accordance with these terms, at any time and for any reason.
- 6.3 You acknowledge that the terms of agreement with your respective mobile network provider ('Mobile Provider') will continue to apply when using the Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Application or any such third party charges as may arise. You accept responsibility for any such charges that arise.

- 6.4 If you are not the bill payer for the mobile telephone or handheld device being used to access the Application, you will be assumed to have received permission from the bill payer for using the Application.

7. AVAILABILITY

- 7.1 This Application is available to handheld mobile devices running Apple iOS and Android Operating Systems. Kingdom Sacco will use reasonable efforts to make the Application available at all times. However you acknowledge the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside Kingdom Sacco's reasonable control.

8. SYSTEM REQUIREMENTS

- 8.1 In order to use the Application, you are required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications ('Software Requirements').
- 8.2 The version of the Application software may be upgraded from time to time to add support for new functions and services.

9. TERMINATION

- 9.1 Kingdom Sacco may terminate use of the Application at any time by giving notice of termination to you. Upon any termination, (a) the rights and licenses granted to you herein shall terminate; (b) you must cease all use of the Software

10. LIMITATION OF LIABILITY

- 10.1 In no event will Kingdom Sacco be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the Application.
- 10.2 Kingdom Sacco is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.

11. DISCLAIMER OF WARRANTIES

- 11.1 Kingdom Sacco hereby disclaims all implied warranties with regard to the Application. The Application and software are provided "as is" and "as available" without warranty of any kind.

12. TERMS AND CONDITIONS FOR LOAN APPLICATION ON THE MOBILE APP

- 12.1 All the information required must be provided for an application to be processed. The applicant must ensure the information provided is true to the best of his/her knowledge and belief.
- 12.2 All loans should be repaid within the specified period failure to which the Society will take the appropriate measures in the recovery process at its disposal and all costs of recovery will be transferred to the member.
- 12.3 In the case of a BOSA Loan:
 - 12.3.1 The first loan entitlement is 3 times of deposits and a member must save consistently for three months to qualify for a loan.
 - 12.3.2 The minimum savings to qualify for a loan shall be as determined by the Society. The amount shall not include the share capital. Members with loans will be required to save a percentage amount based on the total loans outstanding.
 - 12.3.3 All members of the group must sign the loan form where a loan is guaranteed by a group.
 - 12.3.4 Lump-sum deposit contributions shall only participate in loan granting after three months.
- 12.4 All loans shall attract a monthly insurance premium which will be determined by the prevailing Insurance rate.
- 12.5 The Board of Directors reserves the right to obtain any information from the applicant that it may deem necessary for purposes of loan processing.
- 12.6 The borrower hereby consents/authorizes to the Society to seek information from a Credit Reference Bureau or any other regulatory body prior to processing the loan application and charge credit referencing fees to his/her account. The credit referencing fees shall be determined by the society from time to time.
- 12.7 The borrower hereby consents to the Society to sharing any relevant information obtained pertaining to the borrower and / or his/her guarantors as may be required by law, credit agencies or credit reference bureaus.
- 12.8 The borrower undertakes to comply with all legal and financial requirements relating to valuation of the collateral and securities perfection.
- 12.9 All loans applied through the Mobile Banking Application shall be deemed to be have been applied in full authority of the applicant and he/she accepts all the above the terms and condition for loan application.