

ENTITY /JOINT MEMBERSHIP APPLICATION FORM



S/No _____

BRANCH _____ Date _____

I/We wish to open the following account(s) and other related services, i/we undertake to comply, observe, and be bound by the tariffs and terms and conditions in force, and as may be amended from time to time pertaining the operations of such account which I/We have read and understood.

ACCOUNT DETAILS;

TYPE OF ENTITY (Tick)

Group Company Society Partnership School CBO Trust

Sole Proprietor Church/Faith based Joint Others Specify _____

TYPES OF ACCOUNT (Tick)

Business Institution Group Joint

Other Specify _____

Account Name _____

Account Number _____

ENTITY DETAILS

Registered Name (As per registration certificate) _____

Registration Number _____ Registration Date _____ KRA No _____

Country of Registration _____ Website _____

Tel Phone No(s) _____ Email Address _____

Physical Address; Country _____ County (Name & Code) _____ Sub County _____

Ward _____ Street/Road _____ Building _____

BUSINESS DETAILS;

Business Location; Postal Address _____ Physical Address; _____

Nearest Landmark _____ County _____ Ward _____

Business Activity _____ Industry _____ Sector _____

Source of income; Business Savings Member/group contributions Others Specify _____

Monthly Turnover; Tick 1-10,000= 10,001-30,000= 30,001-50,000= 50,001-100,000=

100,001-300,000= 300,000-500,000= Above 500,000=

Number of Employees _____

APPLICANT PERSONAL DETAILS;

APPLICANT ONE

Full Name (as per the ID); _____ Position _____

ID; Number _____ Serial Number _____ Date of Issue _____

Date of Expiry _____ Date of Birth _____ Nationality _____

Gender _____ Marital Status (Optional) _____ KRA PIN No _____

Phone Number; Personal _____ Alternative _____ Office _____

Residence; Country _____ County (Name & Code) _____ Sub County _____

Ward _____ State _____

Postal Address _____ Code _____ Town _____

Physical Address; _____ E-Mail; _____

APPLICANT TWO

Full Name (as per the ID); _____ Position _____

ID; Number _____ Serial Number _____ Date of Issue _____

Date of Expiry _____ Date of Birth _____ Nationality _____

Gender _____ Marital Status (Optional) _____ KRA PIN No _____

Phone Number; Personal _____ Alternative _____ Office _____

Residence; Country _____ County (Name & Code) _____ Sub County _____

Ward _____ State _____

Postal Address _____ Code _____ Town _____

Physical Address; _____ E-Mail; _____

APPLICANT THREE

Full Name (as per the ID); _____ Position _____

ID; Number _____ Serial Number _____ Date of Issue _____

Date of Expiry _____ Date of Birth _____ Nationality _____

Gender _____ Marital Status (Optional) _____ KRA PIN No _____

Phone Number; Personal _____ Alternative _____ Office _____

Residence; Country _____ County (Name & Code) _____ Sub County _____

Ward _____ State _____

Postal Address _____ Code _____ Town _____

Physical Address; _____ E-Mail; _____

APPLICANT FOUR

Full Name (as per the ID); _____ Position _____

ID; Number _____ Serial Number _____ Date of Issue _____

Date of Expiry _____ Date of Birth _____ Nationality _____

Gender _____ Marital Status (Optional) _____ KRA PIN No _____

Phone Number; Personal _____ Alternative _____ Office _____

Residence; Country _____ County (Name & Code) _____ Sub County _____

Ward _____ State _____

Postal Address _____ Code _____ Town _____

Physical Address; _____ E-Mail; _____

APPLICANT FIVE

Full Name (as per the ID); _____ Position _____

ID; Number _____ Serial Number _____ Date of Issue _____

Date of Expiry _____ Date of Birth _____ Nationality _____

Gender _____ Marital Status (Optional) _____ KRA PIN No _____

Phone Number; Personal _____ Alternative _____ Office _____

Residence; Country _____ County (Name & Code) _____ Sub County _____

Ward _____ State _____

Postal Address _____ Code _____ Town _____

Physical Address; _____ E-Mail; _____

Directors/Shareholders Information/Society Officials/Joint Holders

Full Name	Nationality	ID/Passport No.	Role/Position	Phone No.

Mode of Statement Delivery: Email Mail Online

Online/Mobile Banking Access required

Yes No; if yes, provide Designated Users & Emails

User(Full Name)	ID No	Email Address

AML/KYC & COMPLIANCE INFORMATION

Source of Initial Funds: (Tick)

Member/Group Contributions Sales Revenue Capital Investment Donor Funds Other Specify: _____

ADDITIONAL SERVICES (Tick Appropriately);

Cheque Book : Yes No : Number Of Leaves 25 50 100

Lipa Kwa Tai; Yes No

Standing Order; Yes No

SMS Alert; Name _____ Phone Number _____ Position _____

Others Specify: _____

Contact Persons Details;

Full Name _____ Telephone No _____

Full Name _____ Telephone No _____

Account Signing Mandate (Tick Appropriately)

Singly Either To Sign All To Sign Any Two Sign Other (specify) _____

DECLARATION;

I/We the undersigned confirm that;

- I) Disclosures made and information provided herein are true.
- II) I/we have read and understood the Sacco general terms and conditions and agree to be binding to me/us.
- III) I/we agree to have read and understood the terms and conditions contained herein and agrees to be bound by said terms and conditions and any variations to the terms and conditions that may be made by the Sacco from time to time and updated on Sacco's website.
- IV) I/We have read and understood the terms and conditions explained to me/us and do affix my/our signature(s) as an evidence that I/We understand and undertake to comply, observe, and be bound by the said terms and conditions. I/We understand that by entering into this Sacco agreement, I/We give indemnities, authorization, consents and waivers and agree to limitations on the Sacco's liabilities. I/We have in addition, agreed to be bound by any variations to the Terms and Conditions that may be made by the Sacco from time to time, and updated on Sacco's website <https://www.taisacco.coop>.

NAME	ID NUMBER NO	OFFICIAL POSITION	SPECIMEN SIGNATURE

Signed on this _____ Day Of _____ 20_____

FOR SACCO USE ONLY

Member information checklist	Tick		Tick
Valid original and copies of identification (KYC) documents obtained and authenticated/Verified.		Specimen signature obtained	
Terms and conditions read and signed		Applications details completed	
Photo(s) and signature(s) taken and captured in CBS		Application form for additional services filled	

Referred By _____

Application completed by/or in presence of; Name _____ Signature _____

Date/Stamp _____

I(SRO-M) _____ confirms that, ALL the relevant membership documents have been provided, authenticated and application details completed in accordance with the provisions of the operations manual and laid down procedures.

Signature _____ Date _____ Stamp _____

I(BOM) _____ have checked, verified the authenticity of documents provided, completeness of the application and confirms that they have been filled in accordance with the provisions of the operations manual and laid down procedures.

Signature _____ Date _____ Stamp _____

I B/M _____ confirms acceptance of this member contract with Tai Sacco Ltd

Signature _____ Date _____ Stamp _____

BRANCH STAMP

TERMS AND CONDITIONS

The following General Terms and Conditions apply, subject to any further agreement in writing subject to the laws of Kenya. Specific terms and conditions applies to specific products and services and must be read together to form part of each agreement, and are available to the members at the Branch and on our website

<https://www.taisacco.coop>

1. INTERPRETATION

In these General terms and conditions the expression:

"The member /customer" shall include all persons, firm, partnership or corporate body and where appropriate, any person you authorize to give instructions on your account by way of registered power of attorney and/or written mandate.

"The Sacco" shall refer to Tai Sacco Society Limited.

"The agreement" shall include;

Member agreement with Sacco as contained in the account application form completed and signed by you.

Any mandates completed and signed by you.

The terms and conditions amended by Sacco from time to time and available in Sacco premises and/or website.

Any additional terms and conditions which include those relating to specific products, our charges, interests rates, notice periods, maximum and minimum balances and any other features for each type of account or service.

2. MEMBER INSTRUCTIONS

The Sacco shall only be bound to act upon the Member's original duly executed instructions and/or documents drawn or accepted in accordance with the mandate until such time as the member shall give the Sacco due written notice to the contrary.

Instructions received at Banking hours and within the set time limits shall be processed the same day and for instructions received on a non-business day and or off set time limits shall be processed on the next business day.

The member may cancel instructions provided that the Sacco is not otherwise irrevocably bound to act upon such instructions and further that the Sacco has confirmed in writing of such instructions.

The Sacco may, subject to such requirements as it shall in its sole and absolute discretion deem necessary and upon prior written request from the member, act upon oral, fax line, electronic or any other forms of unwritten communication. The Sacco shall however

not be liable and the Member shall indemnify and hold the Sacco harmless if the Sacco acts on instructions which have been corrupted or improperly transmitted or if the information contained in the said communication is not received or is delayed; and

The Sacco may refuse to act on the Members instructions, if the instructions are not clear and/or if the Sacco has reasons to believe that the Member did not give the instruction and/or if the Sacco believes that a law, regulation code or other duty which applies may be breached by acting on the instructions.

The member authorizes us to make any enquiries we may deem necessary in respect to opening and operation of the account, including obtaining and maintaining adequate records such as, copies or records of official identification documents like birth certificates, passports, identity cards, driving license, KRA PIN certificate, certificate of incorporation or registration, similar documents;

statements of accounts, account files and business correspondence including the results of any inquiries to establish the background and purpose of any complex, unusual large transactions, for a minimum of seven years, regarding the sources of funds and details of transactions in order to;

Enable detection of unusual or suspicious transactions, and

Reconstruct individual transactions.

The member requests the Sacco to honor and to debit the account with all cheques, bills, promissory notes, acceptances, negotiation instruments and order drawn, accepted or made, to carry out any instructions given in connection with the account not withstanding instructions that any such debiting or carrying out may cause the account to be overdrawn or any overdraft to be increased. Where no overdraft had been agreed or the limit of the overdraft agreed has been reached. The Sacco may nevertheless refuse to carry out any instructions which would result in there being an overdraft greater than that agreed, as the case may be against any legal action arising from such cancellation.

The Sacco may credit the member account with amounts paid by third parties.

3. AUTHORIZED SIGNATORIES

The member shall give the Sacco, in a form acceptable to the Sacco, at the Sacco's absolute discretion, a specimen signature of each of the authorized signatory. The Sacco may require a fresh specimen signature in the event of a change in the member's name. Unless otherwise advised in writing to the Sacco in a form acceptable, all signatories are entitled to withdraw all or any of the member's property or securities held by the Sacco from time to time and to overdraw any on the members Account provided it is done in accordance with the mandate.

4. SET OFF

The Sacco may upon notice combine/consolidate against any account or indebtedness of the members;

(i) any other account whether current bank, saving or any other type.

(ii) Any term or other deposit.

The Sacco may upon notice to the member set off the account against any other account or indebtedness in respect of which the member is liable notwithstanding that some other person may also be liable in respect thereof.

5. SIMULTANEOUS ORDER IN EXCESS OF FUNDS.

Where the Sacco receives several orders at approximately the same time, the total amount of which exceeds the available assets of or the credit granted to the member account, the Sacco may honor the orders in whatever manner it may deem fit within the limit of funds available.

6. TARIFFS, INTEREST EXPENSES AND CHARGES

The Sacco is entitled to be paid by the member and may debit the member with;

Unless agreed in writing, interest on overdrawn accounts including default charges, loan accounts or any other facility granted by the Sacco at a rate which may be different for different accounts. The Sacco will update the member on changes in interest rates by either putting notices in the Branches or newspaper that the Sacco uses within five working days of the change and/or advice the member within thirty days of the change.

Advocates and clients costs, commission incurred by Sacco in any legal, arbitration or other proceedings arising out of any dealings in respect to the member at such a rate and time as the Sacco decides with its discretion to charge different rates for different accounts.

Expenses incurred in realizing any security or protecting the subject matter of any security issued to us.

In addition to debits authorized by sub clauses (a), (b) and (c) of this clause, all other expenses and charges including but not limited to ledger fee, disbursement for cheque books,

postage's cables telephone calls, taxes ,duties imposition and expenses incurred in complying with the member's request, in complying with requests of authorized and accredited government or other agencies in relation to maintaining your account and in collecting or attempting to collect any money you owe us.

Upon due application by the member, the Sacco may at its sole absolute discretion extend credit facilities to the member in such manner and upon such terms and conditions as the Sacco may determine. The Sacco shall be entitled to debit the account with all interest, commission costs expenses and other charges (including legal charges) incurred in connection with the extension of such credit facilities.

Sacco may, without prior notice, debit any amount(s) credited to your account in error and/or reverse any entry made to your Account in error. We will however not be liable for the consequences of such debits and/or reversals and any amount(s) credited to your Account in error and used by you must be repaid together with all interest accrued thereon within twenty-four (24) hours of demand being made by the Sacco.

7. OVERDRAWN ACCOUNTS

The Member must not overdraw the Account below the prescribed minimum balance of the Account (or exceed the limit of any Inua facility extended and approved by the Sacco in respect to the Account} without the Sacco's prior written consent, the Sacco at its sole and absolute discretion refuse to honor a cheque, make a payment and/or allow a withdrawal, if the effect of the same would be to cause the Account to be drawn below its prescribed minimum balance.

If the account is drawn below its prescribed minimum balance or the approved Inua limit's exceeded without the Sacco written consent the member shall (including without limitation) pay such fees as the Sacco may prescribe as well as pay additional interest on the particular amount drawn below the prescribed minimum balance.

The Sacco shall also be at liberty to demand from the member the immediate repayment, in full of the entire outstanding amounts together with all interest accrued thereon as fees and all other costs, charges and expenses arising there from.

8. Statement deemed approved

If not objected to within 30 days The contents of any statements of account or statement of any other nature which has been sent by the Sacco to the member, and to which the member has not objected to within 30 days of receipt thereof, shall be deemed approved by member.

Sacco reserves the right to rectify discrepancies, add/or alter the entries in members statements, without prior notice. We will however notify the member within a reasonable time of the Alterations or changes effected.

9. DELAY BY THE MEMBER IN LODGING COMPLAINTS

The Sacco is not reasonable for any matter unless the member has made a written complaint to the Sacco as soon as reasonably possible and the same will be handled in accordance with our complaints management procedures. Where a notification regarding your complaint or any matter is expect from us and the same is not received, the complaint must be made in writing within a reasonable period on receipt of such response or notification.

10. DEPOSITS OF CHEQUES

All cheques or other orders for payment of whatever nature are accepted for deposit or collection at risk of the member. Where any cheque or order is unpaid for any reason

whatsoever (including but not limited to physical loss), the Sacco may debit the member with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of that cheque or order, together with interests since the date of crediting if the account thereby is overdrawn.

A duplicate deposit slip duly stamped and signed is a necessary but not sufficient evidence of cheque deposit.

Notwithstanding the provisions of clause 6 herein any money credited to member in error must be repaid immediately.

Deposits required to be supported under the law shall unless adequately supported with the required documentation be declined.

11. NO DUTY ON SACCO TO PROTECT

The Sacco is not liable for any losses resulting from unauthorized third-party access, fraudulent or phishing attacks, or any unauthorized transactions arising as a result of the Customer's negligence or failure to protect their access information.

12. LIEN

The Sacco has a general lien over all the property of the member in the Sacco's possessions including but not limited to, funds in current, savings, fixed, non-withdrawable deposit or any other account (whether single or joint), securities, valuables or items held by the Sacco for safe custody or as collateral, cheques and bills submitted for collection, any other movable or immovable property in the Sacco possession

Where the member is indebted in circumstances giving the Sacco a right of set-off, all securities as set out in paragraph (a) hereof are held as securities for the debt.

The Sacco may at any time give the member notice in writing that if an occurred debt is not paid within a stated period being not less than 14 days after receipt of the notice, take necessary steps to realize the members asset to discharge the debt.

The Customer irrevocably appoints the Sacco as its attorney to carry out any necessary sales or dispositions of assets to enforce the lien, and confirms that the Sacco may hold any surplus after settling the debt.

The Sacco is under no obligation in-respect to sale under sub-clause (d) other than setting off debts.

Funds in foreign currencies which are subject to the Sacco's lien may be set-off against debts or realization, Sacco accepts no liability for any loss caused by the exchanged fluctuations.

13. VARIATION AND TERMINATION OF RELATIONSHIP

The Sacco may at any time upon giving 14 days' notice to the Member, terminate or vary its business relationship with the member, and in particular but without prejudice to the generality of the foregoing the Sacco may cancel credit which it has granted and require the payment of the outstanding debts resulting there from within such time as the Sacco may determine.

The Sacco may at any time freeze any account of the member if; There is any dispute between the Member and the SACCO; or The SACCO has any reason to suspect that a fraud has been or is likely to be committed; or

The Account is being or is likely to be operated by the Member for any illegal and/or unlawful transaction; or

The SACCO has any doubt for any reason that either the Member is not the person entitled to operate the Account or that there is any dispute in respect of the Mandate; or

The deceased account will be freezed until the beneficiaries are legally identified, NO deceased account shall be categorized under

closed account unless all funds in it are distributed to the estate. or The SACCO is under a legal obligation to do so or As long as there is any dispute or the Sacco has doubts for any reason (whether or not well founded) as the person(s) entitled to operate the same without any obligation to institute interpleading proceedings or take any step of its own initiative for the determination of such dispute or doubt. Our decision in this connection will be final and binding on you and we reserve the right to protect our interest which may include summarily, closing any account if we are compelled by law or by the order of any authority or if we have reasons to believe that the accounts is being used for unlawful or fraudulent activities.

The member can close his/her account in writing (in case of joint account all the account holders must sign the written communication).

Upon termination of our banking relationship, you will return to the Sacco any cards given to you, unused cheques and any computer banking software provided. The member must repay money they owes the Sacco including where applicable the amount of cheque, card transactions or any other payment instructions you have made which have not been debited from your account.

14. DORMANCY

The account shall be deemed to have become dormant where the Account has remained inoperative for such period of time as may be specified on Terms and conditions for the Account or as may be determined by the Sacco from time to time; and The Sacco may (including without limitation) apply any one or more of the following conditions to an Account upon its classification as dormant.

Confirm the validity of interest (if possible).

Suspend the issuance of Account statements; and

Charge a fee as may be determined by the Sacco from time to time.

Accounts with **no activity or communication for five consecutive years** are presumed **abandoned** and will be transferred to the **Unclaimed Financial Assets Authority** in accordance with Kenyan law, The Sacco shall however make prior reasonable efforts to locate and notify you.

15. CHEQUE BOOKS

Cheque may only be drawn on printed cheques supplied by Sacco, the Sacco reserves at all times the right to refuse payment of cheques drawn otherwise. Cheques should be signed by account signatory(ies) as per specimen signature and mandate supplied to Sacco and any alteration(s) thereon must be authenticated by account signature, post-dated, stale and defective cheques shall not be paid by Sacco.

The cheque books are issued subject to agree to take care of cheque leaves with utmost care.

Further I/we agrees to ensure:

All completed cheque leaves are kept in safe custody at all times.

That the Sacco is informed immediately upon discovery by the member that any cheque book or any cheque leave has been stolen, lost or mislaid.

That any person preparing the cheques is authorized to do so.

That any cheque is prepared and signed in ink or other indelible writing materials.

That the amount of any cheque is written as nearer as possible to the left side of the form to prevent any authorized addition of

letter or figures.

That any cheque and any alteration is signed by authorized signatory.

That no uncompleted cheque is given to a stranger or any other person.

d) The member is advised that;

Where possible any completed cheque should be crossed with two distinct lines in order to make the cheque negotiable only through the Sacco

if it is known with which Sacco the beneficiary of a cheque where the is more than six(6) months old or where the date is in the future (post-dated) cheques)

Where the member wants the Sacco to countermand payment on a cheque, the member must immediately request the Sacco in writing to do so Upon receipt of a written notice from the member to stop of a cheque, the Sacco reserves the right to charge an administration fee for stopping the payment of a cheque; transaction sought to be stopped has occurred.

Sacco acts only as the member's collecting agent and if the member's cheque or any other third party instrument is lost or stolen while in the custody of the Sacco, the Sacco shall not be liable for any loss of profit or opportunity suffered by the member or any other person and/or for any charges incurred by the member or any other person in stopping payment thereof even where the Sacco has been negligent.

16. DRAWING OF CASH USING A CHEQUE

Members should draw cheques in the form and manner specified by the Sacco in these terms and conditions;

The Sacco will pay cash to member where the cheque is signed in the presence of the teller by an authorized signatory or by authorized signatories, In cases where cash cheque is presented not by the member or from a representative of the member, employees or other known agents of the member the following steps will be taken:

The employees or the agent will be identified in a manner acceptable to the Sacco.

A limit on such drawings will be agreed in writing with the Sacco and until such limit is agreed, no drawings will be allowed under this paragraph.

Where the member requests that payments be made under paragraph (A) the member indemnifies the Sacco in respect of all payments made to presenter of the cheque whether or not the money was received by the member and whether or not the order for payment was in fact the order of the member.

The Sacco shall not be liable in any way to the member for having honored even negligently any cheques the signature or content of which has been forged if:

The member has facilitated such forgery of any cheque of the member having not objected to the first statement of account which debited such cheque as provided by clauses 16 hereof or There has been a forgery of any cheque of the member having not objected to the first statement of account which debited such cheque as provided by clauses 16 hereof

An employee, servant, agent contractor or persons known to the member perpetrated the forgery.

17. VALIDITY OF DOCUMENTS

The member affirms that all documents, declarations, and information provided to the Sacco now or thereafter are true, accurate, current, and complete. You agrees to promptly notify the Sacco of any change in the information or documents provided. Sacco reserves the right to verify, request updated documents, and

reject or close the account at its sole discretion if any document is found to be invalid, forged, expired, misleading, or non-compliant with applicable laws, regulations, or the Sacco internal policies.

18. COMMUNICATIONS

Customer agrees that the Sacco may communicate with them using any contact details provided at the time of account opening or updated thereafter, including but not limited to telephone, email, SMS, mobile applications, internet banking platforms, or postal mail. Such communications may include account-related information, service updates, statements, legal notices, and marketing materials (where permitted). The Customer is responsible for ensuring that their contact details are accurate and up to date. The Sacco shall not be liable for any loss or delay arising from the Customer's failure to receive communications due to outdated or incorrect contact information. Electronic communications shall be deemed delivered when sent by the Sacco.

All notices, statements, letter and other communications from the Sacco may be sent to the last address given by the member, and the date on the Sacco copy of any such communication is taken to be the date of such dispatch in the absence of proof of the contrary.

Any written communication from the Sacco to the member including but not limited to any notice given pursuant to this Term and Conditions shall be sufficient to prove communication from the Sacco to the member.

The member has no claim on the Sacco or any Sacco third party for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication delivered by post, phone, text, email, WhatsApp, Imo, fax, Telegram, or any other means of communication using last address given by the member. Notice/communications will be deemed to have been received five (5) days from the date of posting. You undertake to update any changes of information you provided in your personal account application form.

19. REPRESENTATIONS AND WARRANTIES

By submitting this application and opening an account with Sacco, the Customer represents and warrants that:

All information, documentation, and declarations provided to the Sacco, whether at account opening or thereafter are complete, accurate, true, and not misleading, and the Customer will promptly notify the Sacco in writing of any material changes;

The Customer has full legal capacity and authority under Kenyan law to open and operate the account and to enter into and comply with these Terms & Conditions;

The funds deposited or transacted through the account are not derived from, nor intended to support, any criminal, fraudulent, or unlawful activity, and the Customer is fully compliant with all applicable Laws and Regulations in Kenya, including but not limited to the Proceeds of Crime and Anti-Money Laundering Act, SASRA Prudential Guidelines, and applicable sanction regimes;

The Customer is not listed on any sanction or embargo list maintained by the Government of Kenya, the United Nations, or any international organization recognized by Kenya;

These representations and warranties shall be deemed repeated each time the Customer interacts with the Sacco or conducts transactions, and shall remain in force throughout the account's existence;

The Customer acknowledges that the Sacco relies on these representations and warranties when opening and operating the account. A material breach or any misrepresentation may entitle the

Sacco, without prejudice to any other rights it may have under the Account Terms or applicable law, to suspend, restrict, freeze, or close the account with or without notice."

20. MOBILE AND BANKING

These Terms and conditions together with the application made by the member and as accepted by Tai Sacco shall form the contract between the member and Tai Sacco, and shall be further subject to such terms as Tai Sacco may agree with the other service providers aiding Tai Sacco in providing the facility. These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing and related to Tai Sacco mobile banking in providing the facility. These terms and conditions shall be in product/services provided by Tai Sacco and its affiliates, by registering for the MBS for the first time (and every time thereafter), the member acknowledge and accepts (reaffirms his acknowledgement and acceptance of) these Terms and conditions, and variation thereof, to the fullest extent possible.

Definitions

Mobile Banking: is a personal financial information management service that allows you to access your Tai Sacco information or the performance of transactions over the phone through the Sacco's secure system.

Account: Shall mean any account at the Sacco which has been registered for use via the mobile banking service.

Member shall mean the natural person or legal entity acquiring Services from Sacco.

Bank or Sacco: Shall mean Tai Sacco Limited or any successors or assigns.

E-products: The products rendered by the Sacco to the member and acquired by the member from the Sacco, whether or not through the internet, using among others, fax and Email.

System: shall mean the mobile banking and communications software enabling the member to communicate with the Sacco.

Request: A request or instruction received by the Sacco from the member to communicate with the Sacco for the purposes of the service. The system service will for the purpose of this Agreement be accessed through the mobile phone.

MBS: Shall be the acronym for mobile banking services.

Branch: A branch or branches of the Sacco which may from time to time be specified by the Sacco to the member.

21. TERM AND CONDITIONS FOR MOBILE, E-BANKING, CARDS

The Member shall apply to the Sacco for MBS, E-Banking Products, card (and/or for any changes to the options available under the facility) by application through forms as prescribed by the Sacco from time to time by visiting his/her branch or such other medium(s) as the Sacco may from time to time Specify. Member shall provide a mobile Number which is not already used for MBS provided by the Sacco.

The Sacco will from time to time determine or specify at its discretion the scope and features of the MBS, card, E-banking products and are entitled to modify, expand or reduce the same at any time upon notice to the member.

Member's application for MBS and E-Banking shall be accepted only after authentication of the member through any mode of verification as may be stipulated by the Sacco from time to time as may be decided at the discretion of the Sacco.

Member by making a request for transaction from his mobile phone in the format prescribed by the Tai Sacco, irrevocably and unconditionally authorizes the Sacco to access all its accounts linked to MBS for effecting the transaction and also share the

information regarding his accounts with the services provider or any third party as may be required for effecting the transaction.

The Sacco shall endeavor to carry out the instructions promptly, however it shall not be responsible for the delay in carrying out the instructions due to any reason whatsoever including but not limited to failure of operations system, failure at mobile operator end or to any requirement of law.

The E-Banking products and MBS may, without prior notice be terminated, suspended by the Sacco for any reason whatsoever, including and without limitation to your failure to use the services for six consecutive months or longer, invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications company(s) concerned in relation to their network or by any service provider in respect of the mobile banking. The Sacco will not assume any liability or responsibility for any such suspension or termination. The E-banking products may be terminated at any time by notice in writing from the member or the member can request for termination of his MBS by visiting his branch and submit his request in the form prescribed by the Sacco for this purpose or send an SMS in the format prescribed for this purpose. Any such termination shall be effective within four (4) days of receipt of the termination notice by the Sacco. You authorize us to continue making transfers, payments and other transactions you have previously authorized us through the services until such time as we have had a reasonable opportunity to act upon your instructions. It is your responsibility to cancel any recurring or future dated transfers prior to cancelling the services as these transfers will not be terminated unless you do so. Notwithstanding the foregoing all recurring transfers and payments must be cancelled prior to terminating the services. Upon any termination you shall immediately discontinue use of the services. Any termination shall not affect your liabilities or obligations under these terms and conditions for any transactions initiated prior.

Member should know that request for transactions, once made through his mobile are non-retractable as these are processed instantaneously and on a real time basis. Therefore, member should take sufficient care while making a request for the transaction from his mobile.

Member shall be solely responsible for accuracy and authenticity of the request made by him/her for information/transaction. The Sacco shall not be liable for consequences arising out of erroneous information provided by the member. If the member suspects that there is an error in the information provided to him/her by the Sacco, he/she shall advise the Sacco as soon as possible. The Sacco shall endeavor to correct the error wherever possible on a best effort basis. The Sacco shall however not be liable for any inadvertent error which results in providing incorrect information to you.

The member is solely responsible for protecting the access codes, PIN, mobile phone and other tool(s) or code(s) for the purpose of gaining access to one's account and undertakes not to transfer the same to any other person. The Sacco shall not be liable for unauthorized use of PIN, access code/tool or mobile phone of the member. All requests emanating out of member's mobile with correct PIN, access code shall be treated as genuine request and shall be acted upon by the Sacco as such whether or not actually initiated by the member.

Sacco shall endeavor to maintain the secrecy and confidentiality of member's accounts to the best of its liabilities, however Sacco shall not be liable if the member's accounts are compromised in breach of secrecy, denial of service or hacking/ or other technological failures.

The member shall promptly notify the Sacco of any changes to information provided to the Sacco related to or for the purposes of the E-banking products and MBS including change of email address or the details of the member's designated mobile phone number and the member shall promptly inform the Sacco of any loss or change of their mobile phone by visiting their branch and updating such change for MBS in the form prescribed by the Sacco for this purpose. Once his request is accepted, his/her MBS shall be de-activated, The Sacco is not responsible for any payment processing errors or fees incurred if you do not provide accurate contact or account information. The Sacco shall not be liable for any loss or claim resulting from the relaying of any information pursuant to the E-Banking products to the designated mobile phone number prior to receipt of any notification of loss or theft of their mobile phone number.

The Sacco may send messages to the member's regarding products/services of the Sacco, or any other promotional message that the Sacco may consider from time to time.

The Sacco is in no way liable for any error or omission in the services provided by any mobile or any third party service provider (whether appointed by the Sacco in its behalf or otherwise) to the member, which may affect MBS.

The Sacco does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through MBS.

The Sacco makes no warranty or representation of any kind in relation to the system and the networks or their function or performance or of any loss or damage whenever and howsoever suffered or incurred by the member or by any person resulting from or in connection with MBS.

The Sacco shall under no circumstance be held liable to the member if the MBS is not available or there is delay in the carrying out of the instructions for any reasons whatsoever including but not limited to natural calamity, legal restraints, faults in the telecommunication network failure, or any other reason beyond the control of the Sacco. Without limitation to the other provisions of these terms and conditions, the Sacco, its employee agent or contractors, shall not be liable for any damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the member or any person howsoever arising from or relating to any delay, interruption suspension, resolution or error of the Sacco in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension restriction, or error in transmission of any information or message to and from the telecommunication equipment of the member and the network of any mobile service provider and the Sacco system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the member, the banks system or the network of any cellular service provider and/or any third party who provides such services as if necessary to provide the MBS. Illegal or improper use of the MBS by the authorized user or any other person shall render the member and the authorized user liable for payment of financial charges as decided by the Sacco and/or will result in suspension of the MBS to the member. Notwithstanding anything to the contrary stated herein, the Sacco shall not be involved in or any way be liable to the member for any dispute between the customer and a cellular

services provider or any third party service provider (whether appointed by the Sacco in that behalf or otherwise).

It shall be the Sacco endeavor to give a reasonable notice for withdrawal or termination of MBS, but the Sacco may at its discretion withdraw temporarily or terminate the MBS either wholly or partially anytime without giving prior notice to the member. MBS may be suspended for any maintenance or repair work, any emergency or security reasons.

22. Liability for Unauthorized Transfers Or Payments.

Each time you use the MBS to process a transfer or payment transaction, you warrant that you are an owner or authorized signatory on the account from which the funds are being drawn to make such transfer or payments. The Sacco is entitled to act on instructions received using access information and you agree that the use of your access information will have the same effect as your signature authorizing the transaction. If we do not complete a transfer or payment in your account on time or in the correct amount in accordance with our agreement with you, we will be liable only for your actual losses. We shall not be liable for any indirect loss, damage, consequential loss or loss of profit income, we will further not be liable in any way for failure or delay in completing any such transactions if; Through no fault of ours your account does not contain sufficient funds to make the transfer or payments or the transfer or payments would exceed any applicable overdraft protection for that account.

The services, your computer, mobile device or software was not functioning properly at the time you attempted to initiate the transaction and it was evident to you at the time you began the transaction.

Circumstances beyond our control prevented us from making the transfer or payments such as acts of God, natural disasters, fire, flood, acts of government authority, terrorist acts, acts of public enemy or war, riot civil disturbance, insurrection, labor difficulty, power outages or interruptions, telecommunications failure, severe adverse weather.

You do not provide us with complete and correct payment or transfer information, or you do not follow the instructions in these terms and conditions or any other agreements with us for requesting a transfer or payment.

The funds in your account are subject to legal process or other encumbrances restricting the transfer or payment.

A timely payment or transfer was made but the payee fails to timely credit your account as per receipt.

This list is meant to illustrate circumstances under which Sacco would not be liable for failing to make transfer or payment and it's not intended to list all of the circumstances where we shall not be liable.

23. UNAUTHORIZED TRANSACTIONS

You must alert us in writing or via telephone call which should be followed by written and duly signed advice within three days once if you believe your access information has been stolen or used without permission or if you believe that unauthorized internet transaction or payment has been made from any of your accounts, also if your statement shows transactions that you did not authorize. Sacco shall have no liability to you for any errors or losses you sustain in using the service except where we fail to exercise ordinary care in processing any transaction.

The Sacco may in its discretion change terms and conditions as mentioned here any time as it deems fit.

Any dispute or difference arising out of or in connection with MBS shall be subject to exclusive jurisdiction of the courts in Kenya.

Any notice from the Sacco to the member may be made in such manner and by such means of communication as the Sacco shall deem fit, including and without limitation to, use of direct mailing material, advertisement in branch display, electronic communications such as email or via the E-banking products. Any notice from you to us shall be in writing at the following address: Tai Sacco Limited P.O Box 718-Githunguri or as may be amended by publishing the new address.

In consideration of the Sacco providing MBS, the member agrees to indemnify and keep the Sacco safe and harmless from and against all actions, claims, demands, proceedings, losses, damages, costs charges and expenses whatsoever which Tai Sacco may at any time incur, sustain suffer or be put to as consequence of or arising out of good faith for acting on or omitting or refusing to act on any instructions given by use of the MBS.

The Member Holds the Sacco and/or its affiliates harmless against any loss incurred by the member due to failure in the network of the mobile service provider. The member agrees to indemnify and hold the Sacco harmless for any losses occurring as a result of the member permitting persons to use the MBS through any means.

24. PERSONAL DATA

Tai Sacco Ltd and its affiliates is committed to keeping your personal data private and we shall process any personal data/information collected from you in accordance with Data Protection Legislation and with provisions of the Sacco Data Privacy Policy.

To serve you effectively and efficiently in the services and products you may require, responding to your queries and complaints, manage your membership and accounts, keep you informed about products and services, determine electronically credit and affordability assessments checks, Sacco will be communicating to you through post, phone, text, email, WhatsApp, Imo, fax, Telegram, Zoom, social media, Facebook, twitter, internet or any other digital methods in which you consent.

We shall keep all your personal data confidential, however, in order to serve you effectively and efficiently in the services and products you may require, respond to regulatory checks/obligations, improve/evaluate on service delivery, develop business continuity plans, improve in brand visibility and security checks, we may share any data/information and your image you provide to us with third parties who include and not limited to support service/data providers, vendors and data processors, regulatory authorities, credit reference bureau, group companies, government institutions, security agents and counterparties in which you consent to us. Sacco shall keep information collected about you and your next of Kin/Nominee in our systems or with third parties for as long as is required for set purpose or as we are required to comply with legal obligations to which we are subject.

Sacco shall destroy or erase data after statutory timelines lapses. However, if it is necessary, we may retain your information relating to your membership/account longer.

All information collected from you will be securely stored in our premises and in secured servers. Where you have been given password to access services and our website, you are responsible for keeping your passwords confidential.

Sacco will be communication to you through one on one, post, phone calls, texts, emails, whatsapp, Imo, fax, Telegram, Zoom, social media, or any other digital electronic mails.

You consent to us collecting your personal/information from you and where lawful and reasonable from public sources for the purposes set.

The member confirm having read and understood the terms of data privacy policy and gives free, unequivocal and express authority to Sacco and or its affiliates to use, process the personal data and information in pursuant to the terms set in Sacco data privacy policy and data privacy statement available in website www.taisacco.coop. You have several rights in relation to the information that we hold about you, including:

The right to access your personal data in our custody.

To object or restrict to the processing of all or part of your personal data, However, we may continue to process where we have a legitimate reason to do so, or required by law.

To correction of false or misleading data.

The right to request that we delete false /misleading data about you.

25. Unlawful transactions

You agree not use the account or MBS for any illegal or unlawful purpose. You acknowledge and agree that we have no obligation to monitor or review your transaction for legality and that we may presume that all of your transactions are legal in all applicable jurisdictions. We reserve the right however to decline any transaction that we believe is illegal or a high risk transaction in any applicable jurisdiction.

We are not responsible for the recovery or reimbursement to you for any funds transferred in connection with any authorized transactions that is termed to be illegal

26. Liability

a) The Sacco shall not be liable to the member for; Any loss of profit or opportunity or any consequential loss or damage to the member's reputation. The Sacco shall not be liable in any way to the member or to any third party for making payment on the members behalf or acting upon any written instructions presumed to be issued by the member even negligently where the signature or content of the written instruction has been forged if the member has facilitated such forgery and/or of the members cheque or note of instruction to which the member has not previously objected to and/or if the Sacco has been previous forgery of the in making such payment. Any act or omission including any breach of its obligations under these general terms and conditions caused by circumstances beyond the Sacco reasonable control including but not limited to fire, strike insurrection or riot embargo, terrorist or any enemy action, the or burglary, delays in transportation or the requirement or regulations of any civil or military authority and; Where the Sacco is operating the account by means of a software package or other accounting system) for the non-performance of the software which shall have occurred directly or indirectly as a result of (including without limitation) adverse power fluctuations or damage resulting from fire, water, accidents, spillage of fluids connections to improper power supplies, faulty or incorrect electrical wiring/connection.

b) Subject to these general terms and conditions, where the Sacco is found to be liable to the member for any loss injury or damage resulting from any willful or negligent delay or error in carrying out the members clear and unequivocal instructions, the Sacco's liability shall be the bwer of;

The amount of such loss injury or damage; or

The amount of any interest not received, or any interest that the member has to pay as a result of such failure, delay or error.

27. Joint and Several Liability

All joint account holders agrees that, they shall be jointly and severally liable to the Sacco for all obligations arising from or in connection with the joint account, including but not limited to any loan, overdrafts, charges, fees, or liabilities incurred, irrespective of which account holder caused or authorized such liabilities. The Sacco shall exercise its rights against all or any one of the joint account holders without prejudice to its rights against the others. Each account holder consents to the Sacco disclosing information relating to the joint account to any of the other account holders

28. Deceased Account

Upon notification to Sacco on demise of account holder; For the death of one of joint account holder and where mandate allows, money in the account and any other benefit, obligation relating to that account will revert to the surviving joint holder(s). For the death of principal account holder and the account was operated solely and or by an authorized person(s), the authorized/mandated person ceases to operate those accounts and the Sacco will not be obligated to allow any operations or withdrawal from such account(s) until when the beneficiary(ies) are identified and claim process finalized.

29. Amendments

Sacco at its sole discretion may amend, delete, revise or modify this terms and conditions from time to time subject to 30 days prior notice to you. We shall post the amended terms and conditions on Tai Sacco website together with notice that this terms and conditions have been amended. Any use of the services following such 30 days notice will constitute your agreement to such changes. Further, Sacco may from time to time, revise and update applications service and or related amendments which may render all such prior versions obsolete. Consequently we reserve the right to terminate this terms and conditions to all such prior versions of the applications services and or related materials and limit access to the most recent revisions and updates however subject to 30 days prior notice.

30. Other Agreements

In additions to these terms and conditions you agree to be Bounded By and comply with terms and conditions of such other agreements we may provide to you in connection with the service of any products which may be accessed through the services including but not limited internet banking terms and conditions, funds availability disclosure and our E-banking terms and conditions disclosure statements and agreements. You further agree to be bound by and comply with any other applicable laws, rules and regulations including but not limited to the rules and regulations of any networks, clearing houses or funds transfer systems to which the Sacco belongs, in connection with your use of the services, additionally if there is a conflict between what our employee says and this terms and conditions this terms and conditions will prevail.

31. Governing Law

This terms and conditions shall be governed and interpreted in accordance with the law of Kenya. Any actions or proceedings arising out of this terms and conditions shall be held exclusively in Kenya Courts. In this terms and conditions and or the operations in the accounts of the member maintained by the Sacco and or the use of Sacco services, Sacco accepts no liability whatsoever direct or indirect for noncompliance with the laws of any country other than Kenya. The mere fact that internet banking can be accessed through the internet by a member in a country other than Kenya shall not be interpreted to imply that the laws of the said country govern this terms and conditions and or the operations in the internet of accounts of the member and or the use of E-banking or MBS.

DECLARATION;

I/we confirm having read, understood the Sacco general terms and conditions and agree to be binding to me/us and further confirms that the information and documentation provided to the Sacco is correct and accurate to the best of my / our knowledge.

I/we agree to have read and understood the terms and conditions contained herein above and agrees to be bound by said terms and condition and any variations to the terms and conditions that may be made by the Sacco from time to time and updated on its website.

I/We have read and understood the terms and conditions and do affix my/our signature(s) as an evidence that I/We understand and undertake to comply, observe, and be bound by the said terms and conditions. I/We understand that by entering into this Sacco agreement, I/We give indemnities, authorization, consents and waivers and agree to limitations on the Sacco's liabilities. I/We have in addition, agreed to be bound by any variations to the Terms and Conditions that may be made by the Sacco from time to time, and updated on its website <https://www.taisacco.coop>.

NAME	ID NUMBER NO	OFFICIAL POSITION	SPECIMEN SIGNATURE

Signed on this _____ Day Of _____ 20_____