

TERMS AND CONDITIONS FOR USE OF SIDIAN BANK SIDIAN Q-LOAN

1. THE AGREEMENT

1.1 This Agreement sets out the complete Terms and Conditions (hereinafter called these Terms and Conditions which shall be applicable to the Sidian Bank SIDIANVIBE Q-Loan Services (as hereinafter defined) opened by you (as hereinafter defined) with the Bank (as hereinafter defined)).

1.2 These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

1.3 The Customer accepts and acknowledges that this is a legal and binding agreement between the Customer and the Bank once accepted by both parties.

1.4 We, our, and us, means the Bank and includes its successors in title and assigns;

1.5 You or your means the Customer and includes your personal representatives' heirs' successors and assignees;

1.6 The word Customer shall include both the masculine and the feminine gender as well as juristic persons;

1.7 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1.8 Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.

2. DEFINITIONS

2.1 In these Terms and Conditions the following words and expressions (save where the context requires otherwise) bears the following meanings:

2.1.1 Bank means Sidian Bank Limited incorporated in Kenya as a limited liability company under the Companies Act (Chapter 486 of the Laws of Kenya Companies Act, 2015) and duly licensed as a Bank under the Banking Act (Chapter 488 of the Laws of Kenya).

2.1.2 Credit Reference Bureau means a credit reference bureau duly licensed under the Banking Act pursuant to the Banking (Credit Reference Bureau) Regulations, 2008 to inter alia, collect and facilitate the sharing of customer credit information.

2.1.3 Customer means any person in who subscribes to SIDIANVIBE;

2.1.4 Contact Centre means the Customer Care Centre or Sidian Branch or Sidian Bank Agent outlets as may be notified to the Customer by the Bank from time to time;

2.1.5 E-Money means the electronic monetary value depicted in your Mobile Money Account representing an equal amount of cash;

2.1.6 Equipment includes your mobile phone handset, SIM Card and/or other equipment which when used together enable you to access mobile Network;

2.1.7 IPRS means the Integrated Population Registration System set up and maintained by the Government of Kenya under the Ministry of State for Immigration and Registration of Persons;

2.1.8 Immediate payment means voluntary instant repayment of loan advanced before the due date.

2.1.9 Bank Account means the account held and operated in the Bank by a Sidian Bank customer.

2.1.10 SIDIAN Q-Loan means the money transfer and payments service provided by Sidian Bank through the SIDIANVIBE System;

- 2.1.11 Sidian SIDIANVIBE System means the system operated by Sidian Bank for the provision of the Mobile Banking Service using the Mobile Networks;
- 2.1.12 SIDIAN Q-Loan PIN" means your personal identification number being the secret code used to access and operate the SIDIANVIBE System and your SIDIAN Q-Loan Account;
- 2.1.13 Sidian SIDIANVIBE Subscriber means any person registered to use the SIDIANVIBE System to send or receive money or make payments;
- 2.1.14 Sidian SIDIANVIBE Service means the service offered by the Bank to borrow and repay loans through mobile phone;
- 2.1.15 Loan Auto recovery means automated recovery of the loan advanced from the customer account on the due date.
- 2.1.16 SIDIAN Q-Loan Menu means the SIDIAN Q-Loan Menu on the SIDIANVIBE System;
- 2.1.17 SIDIAN Q-Loan Account means a loan account opened and operated in accordance with the terms and conditions herein contained;
- 2.1.18 SIDIAN Q-Loan means the loan facility advanced by the Bank.
- 2.1.19 Network means the mobile cellular network operated by various mobile networks;
- 2.1.20 Request means a request or instruction received by the Bank from you or purportedly from you through the Network and the System and upon which the Bank is authorized to act;
- 2.1.21 Services shall include any form of Banking services or products that the Bank may offer you pursuant to this Agreement and as you may from time to time subscribe to and Service shall be construed accordingly;
- 2.1.22 SIM Card means the subscriber identity module which when used with the appropriate mobile phone handset enables you to access the Network and to use the SIDIANVIBE System;
- 2.1.23 SMS means a short-customized message service consisting of a text message transmitted from one mobile phone to another;
- 2.1.24 System means the Bank's electronic Banking and communications software enabling the Customer to communicate with the Bank for purposes of the Services. The System and the Services will for the purpose of this Agreement be accessed through the SIDIANVIBE System;
- 2.1.25 Transaction Fees includes the interest fee and any other fees and charges payable for the use of the Services as published by the Bank on the Bank's website and/or the daily newspapers in Kenya or by such other means as the Bank shall in its sole discretion determine.
- 2.1.26 Credit Limit means the maximum pre-approved amount that a customer can borrow on this service

3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1 Before applying to open the SIDIAN Q-Loan Account via the Sidian SIDIANVIBE System you should carefully read, understand and accept these Terms and Conditions which will govern the use and operation of the SIDIAN Q-Loan Account.
- 3.2 If you do not agree with these Terms and Conditions, please click Decline on the SIDIAN Q-Loan Menu.
- 3.3 You will be deemed to have read, understood and accepted these Terms and Conditions:
- 3.3.1 Upon clicking Accept option on the SIDIAN Q-Loan Menu requesting you to confirm that you have read, understood and accepted the Terms and Conditions as stated in the website [www. Sidianbank.co.ke](http://www.Sidianbank.co.ke) and/or by using or continuing to use and /or
- 3.3.2 Upon registration of a SIDIAN Q-Loan account and/or by using or continuing to use and operate the SIDIAN Q-Loan account.

3.4 By applying to open the SIDIAN Q-Loan Account with the Bank, you agree to comply with and be bound by these Terms and conditions for the time being and from time to time in force governing the operation of the SIDIAN Q-Loan Account and you affirm that the Microsoft Teams

se Terms and Conditions herein are without prejudice to any right that the Bank may have with respect to the SIDIAN Q-Loan Account in law or otherwise.

3.5 These Terms and Conditions may be amended or varied by the Bank from time to time and continued use of your SIDIAN Q-Loan Account constitutes your agreement to be bound by the terms of any such amendment or variation.

3.6 You acknowledge and accept that the Bank offers the SIDIAN Q-Loan Account only electronically and you agree to do business with the Bank and to operate the SIDIAN Q-Loan Account only by electronic means via the SIDIAN Q-Loan Menu on the SIDIANVIBE System. Any query complaint you may have in relation to the Services shall be addressed to the Bank through the Contact Centre.

4.ACCOUNT OPENING

4.1 In order to open a SIDIAN Q-Loan Account with the Bank, you must be at least 18 years old, a Sidian bank customer, a registered and active Mobile Subscriber whom the Bank has an agreement with for the provision of this service. The Bank reserves the right to verify with the IPRS the authenticity of your details.

4.2 You may open a SIDIAN Q-Loan Account solely by way of an electronic application made by you using your Equipment via the SIDIAN Q-Loan Menu on the SIDIANVIBE System.

4.3 You hereby agree and authorize the Bank to request IPRS for your personal information held by IPRS pursuant to the agreement between you and Sidian Bank for the provision of Mobile Banking products and services and Banking Service including your phone number, name, date of birth, ID or Passport Number and such other information that will enable the Bank to identify you and comply with the regulatory Know Your Customer requirements (together the Personal Information). You also hereby agree and authorize the Bank to request IPRS for information relating to your ID as the Bank shall require for purposes of providing you the Services. You hereby consent to the disclosure of the Personal Information by IPRS to the Bank and to the aforesaid use of the Personal Information by the Bank.

4.4 You hereby agree and authorize the Bank to obtain and procure your Personal Information contain in the IPRS from the Government of Kenya and you further agree and consent to the disclosure and provision of such Personal Information by the Government of Kenya to the Bank.

4.5 You hereby further acknowledge and authorize the Bank to verify your Personal Information received from Mobile Network pursuant to Claus 4.3 against the information received from the Government of Kenya in your respect as contained in the IPRS.

4.6 The Bank reserves the right to request for further information from you pertaining application for a SIDIAN Q-Loan Account at any time. Failure to provide such information within the time required by the Bank may result in the Bank declining to accept your application for a SIDIAN Q-Loan Account.

4.7 Acceptance by the Bank of your application for a SIDIAN Q-Loan shall be done via SMS sent to Mobile Phone Number associated with our Bank Account.

4.8 The Bank reserves the right to decline your application for a SIDIAN Q-Loan Account or to revoke the same at any stage and the Bank will give the reason for declining the loan application or revoking the loan account.

5. TYPES OF ACCOUNT

As a registered Bank account holder and a SIDIANVIBE Subscriber, you may, subject to these terms and conditions register for a SIDIAN Q-Loan Account using the SIDIAN Q-Loan menu on your equipment and/or to borrow money from the Bank as follows:

5.1 SIDIAN Q-Loan Account

5.1.1 As a holder of a SIDIAN Q-Loan Account and having received a confirmation message bearing your credit limit, you may, subject to these terms and conditions apply for a loan using the request loan menu on your equipment. The transaction fees payable to Mobile Network for transactions effected in respect of your Account from time to time will apply to any transactions effected in respect of your SIDIAN Q-Loan Account using the SIDIANVIBE System.

5.1.2 Where you apply for a loan from the Bank, your application shall be appraised according to the applicable loan appraisal processes of the Bank. The Bank reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan.

5.1.3 Subject to approval of your application for a loan the Bank shall disburse to you a loan of an amount to be determined by the Bank in its sole discretion subject to a minimum amount of Kenya Shillings One Thousand (Kshs.1,000/=) and a maximum amount of Kenya Shillings One Million (Kshs.1, 000,000/=) based on your credit worthiness.

5.1.4 The proceeds of the Loan shall be credited into your Account subject to any deductions on account of applicable Transaction Fees and Interest charge as indicated in section 6.4.

5.1.5 You shall repay the Loan within the specified tenure of the SIDIAN Q-Loan accessed by making the scheduled payments.

5.1.6 In consideration of the Bank granting you the Loan, you shall pay monthly interest on the loan at our prevailing interest rate on loans, which will be set at the prevailing risk based pricing model or as shall be determined by the Bank from time to time upon service of thirty days' notice to the Customer. We shall accordingly revise the applicable rate or rates of interest in accordance with the CBR as published from time to time and give you notice of changes to our prevailing interest rate on loans. You confirm that you will visit our website www.sidianbank.co.ke to access our prevailing interest rates on loans and that you shall at all times be bound by the prevailing interest rate as published on the website, notwithstanding that you will not have received notice of changes thereto.

5.1.7 For loan facilities that are less than ONE month (30 Days) or as may be advised by the Bank through the prescribed communication avenues, the Interest charge shall be paid by you in advance on disbursement of the Loan. Transaction Fees are subject to change at any time at the Bank's sole discretion subject to thirty days notice to you;

5.1.8 You shall make all payments due from you to the Bank in respect of the Loan and transaction Fees using the SIDIAN Q-Loan Service and the Mobile Banking System only unless otherwise agreed by the Bank in its discretion.

5.1.9 The Bank shall be entitled to terminate this Agreement and initiate debt recovery on the total amount outstanding on your SIDIAN Q-Loan Account at your own cost if you fail to repay the Loan and/or the Transaction Fees due thereon within seven (7) calendar days of the repayment due date and close your account in accordance with the provisions of Clause 13 without prejudice to any of its rights accruing hereunder.

5.1.10 By accepting these terms and conditions which serves as notice, you hereby grant the Bank a right of set-off against any funds held in any of your accounts at the Bank which right of set-off the Bank shall exercise immediately upon your SIDIAN Q-Loan falling overdue.

5.1.11 The Bank reserves the right to vary the terms of the Loan including the fees payable thereon from time to time having regard to the prevailing rules and regulations of the Central Bank of Kenya and the policies of the Bank.

5.1.12 The Bank shall have a right of lien and set off overfunds held by you in your SIDIAN Q-Loan Account, any other SIDIANVIBE related Account(s) held by you and/or any other account held by you in the Bank

5.1.13 You hereby expressly consent and authorize the Bank to disclose, respond, advise exchange and communicate the details or information pertaining to your SIDIAN Q-Loan Account to Credit Reference Bureaus as required under the Banking Act or any other regulatory body.

6. FEES

6.1 You hereby agree to pay all Transaction Fees payable in connection to your use of the Services.

6.2 You shall pay to the Bank and the Bank is entitled deduct from your SIDIAN Q-Loan Account and/or your Bank account (without further reference to you);

6.2.1 Any Transaction Fees payable in respect to customer risk premium below;

Risk Grade	Risk Premium	Price
A	0.60%	6.34%
B	0.80%	6.54%
C	1.01%	6.75%
D	1.21%	6.95%

6.2.2 Any legal charges including advocate and client costs incurred by the Bank in obtaining legal advice in connection with your SIDIAN Q-Loan Account in alignment to the Advocates (Remuneration) Order 2014 as amended, varied or promulgated from time to time;

And

6.2.3 All other fees, expenses and taxes, duties, impositions and expenses incurred in complying with your Requests.

6.3 You hereby agree to pay costs, charges and expenses incurred by the Bank in obtaining or attempting to obtain payment of any loan owed under your SIDIAN Q-Loan Account.

6.4 The pricing rate per annum and Schedule of Payment is tabulated below:

	Tenure	Pricing per annum	Repayment Period	Instalment type
Salary Advance (1 Month)	1 Month	CBR + 4%	30 Days	One off (Upfront)
1 Month loan	1 Month	CBR + 4%	30 Days	One off (Upfront)
3 Month Loan	90 Days	CBR + 4%	90 Days	Monthly
6 Month Loan	180 Days	CBR + 4%	180 Days	Monthly

1 Year Loan	365 Days	CBR + 4%	365 Days	Monthly
-------------	----------	----------	----------	---------

7. STATEMENTS

7.1 You may request for a statement or activity report in respect of your SIDIAN Q-Loan account from the Bank.

7.2 The Loan Account Statement shall provide details of the last 5 (five) transactions or such other number of transactions as determined by the Bank.

7.3 You may obtain printed SIDIAN Q-Loan Account Mini-statements or a printed Bank statement pertaining to your SIDIAN Q-Loan Account from the Bank's branches. You shall be responsible for the payment of any charges levied by the Bank for such printed statements.

7.4 Save for a manifest error, a SIDIAN Q-Loan Account Mini -statement or Bank statement issued to you aforesaid in respect of your SIDIAN Q-Loan Account shall be conclusive evidence of the transactions carried out on your SIDIAN Q-Loan Account for the period covered in the SIDIAN Q-Loan Account Mini Statement and/or Bank statement.

8. IRREVOCABLE AUTHORITY OF THE BANK

8.1 It's your sole responsibility to familiarize yourself with the operating procedures for the service that will be provided by the Bank upon your registration to the Service. The Bank will not be liable for any losses incurred because of your errors either of commission and/or omission.

8.2 You hereby irrevocably authorize the Bank to act on all Requests received by the Bank from you (or purportedly from you) through the System and to hold you liable in respect thereof, notwithstanding that any such requests are not authorized by you or are not in accordance with any existing mandates given by you.

8.3 If you request the Bank to cancel any transaction or instruction after a Request has been received by the Bank from you, the Bank may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.

8.4 The Bank shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Bank believes that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.

8.5 The Bank is authorized to effect such orders in respect of your SIDIAN Q-Loan Account as may be required by any court.

8.6 In the event of any conflict between any terms of any request received by the Bank from you and these Terms and Conditions, these Terms and Conditions shall prevail.

9. CUSTOMERS EQUIPMENT AND CUSTOMERS RESPONSIBILITIES.

9.1 You shall at your own expense provide and maintain in safe and efficient operation order your Equipment necessary for the purpose of accessing the System and Services.

9.2 You shall be responsible for ensuring the proper performance of your Equipment. The Bank shall neither be responsible for any errors or failures caused by any malfunction of your Equipment, and nor shall the Bank be responsible for any computer virus or related problems that may be associated with the use of the System, the Services and the Equipment. You shall be responsible for charges due to any service provider providing you with connection to the

Network and the Bank shall not be responsible for losses or delays caused by any such service provider.

9.3 You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the Bank concerning the use of the System and Services.

9.4 You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your Equipment and for keeping your SIDIANVIBE PIN secret and Secure. You shall ensure that your SIDIANVIBE PIN does not become known or come into possession of any unauthorized person. The Bank shall not be liable for any disclosure of your SIDIANVIBE PIN to any third party and you hereby agree to indemnify and hold the Bank harmless from any losses resulting from any SIDIANVIBE PIN disclosure.

9.5 You shall take all reasonable precautions to detect any unauthorized use of the System and the Services. To that end, you shall ensure that all communications from the Bank are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the System will be detected.

9.6 You shall immediately inform the Bank through the Contact Centre in the event that:

9.6.1 You have reason to believe that your SIDIANVIBE PIN is or may be known to any person not authorized to know the same and/or has been compromised: and/or

9.6.2 You have reason to believe that unauthorized use of the Services has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.

9.7 You shall at all times, follow the security procedures notified to you by the Bank from time to time or such other procedures as may be applicable to the Services from time to time. You acknowledge that any failure on our part to follow the recommended security procedures may result in a breach of your SIDIAN Q-Loan Account's confidentiality. In particular, you shall ensure that the Services are not used or Requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so.

9.8 You shall not at any time operate or use the Services in any manner that may be prejudicial to the Bank.

10. EXCLUSION OF LIABILITY

10.1 The Bank shall not be responsible for any loss suffered by you should the Services be interfered with; or be unavailable by reason of (a) the failure of any of your Equipment, or (b) any other circumstances whatsoever not within the Bank's control including, without limitation, force majeure, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.

10.2 The Bank will not be liable for losses or damage suffered by you as a result of or in connection with; -

10.2.1 Unavailability of sufficient funds in your Mobile Money Account, and/or in your Bank Account;

10.2.2 Failure, malfunction, interruption or unavailability of the System, your Equipment, the Network, SIDIANVIBE System and/or SIDIAN Q-Loan Service;

10.2.3 The money in your Bank Account being subject to legal process or other encumbrance restricting payments or transfers thereof;

10.2.4 Your failure to give proper or complete instructions for payments or transfers relating to your SIDIAN Q-Loan Account;

10.2.5 Any fraudulent or illegal use of the Services, the Services, the System/and or your Equipment: or

10.2.6 Your failure to comply with these Terms and Conditions and any document or information provided by the Bank concerning the use of the System and the Services.

10.3 If for any reason other than a reason mentioned in subparagraph 10.1 and 10.2, the Services are interfered with or unavailable, the Bank's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.

10.4 Save as provided in subparagraph 10.3 the Bank shall not be liable to you for any interference or unavailability of the Services, howsoever caused.

10.5 Under no circumstances shall the Bank be liable to you for any loss of profit or anticipated savings or for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever, caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to the Bank.

10.6 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

11. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the intellectual property rights in the System (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that the Bank provides to you through the System or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sub-license the System and/or the said documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Bank.

12. INDEMNITY

12.1 In consideration of the Bank complying with your instructions or Requests in relation to the SIDIAN Q-Loan Account, you undertake to indemnify the Bank and hold it harmless against any loss, charge, damage, expense, fee or claim which the Bank suffers or incurs or sustains thereby and you absolve the Bank from all liability for loss or damage which you may sustain from the Bank acting on your instructions or requests or in accordance with these Terms and Conditions.

12.2 The indemnity in clause 12.1 shall also cover the following:

12.2.1 All demands, claims, actions, losses and damages of whatever nature which may be brought against the Bank or which it may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failure, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other even beyond the Bank's control, interruption or distortion of communication links, or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Bank.

12.2.2 Any loss or damage that may arise from your use, misuse, abuse or possession of any third-party software, including without limitation, any operating system, browser software or any other software packages or programs.

12.2.3 Any unauthorized access to your SIDIAN Q-Loan Account or any breach of security of any destruction or accessing of your data or any destruction or theft of or damage to any of your Equipment.

12.2.4 Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third-party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by the Bank as a consequence of any breach by these Terms and Conditions.

12.2.5 Any damages and costs payable to the Bank in respect of any claims against the Bank for recompense for loss where the particular circumstance is within your control.

13. TERMINATION

13.1 The Bank may at any time, upon 30 days notice to you (except for in cases of fraud), terminate or vary its business relationship with you and close your SIDIAN Q-Loan Account and in particular but without prejudice to the generality of the foregoing the Bank may cancel credits which it has granted and demand immediate repayment of outstanding debts resulting therefrom.

13.2 Without prejudice to the Bank rights under clause 13.1, the Bank may at its sole discretion suspend, decline loan application or close your SIDIAN Q-Loan Account;

13.2.1 If you use the SIDIAN Q-Loan Account for unauthorized purposes or where the Bank detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;

13.2.2 If your Bank Account or agreement with the bank is terminated for whatever reason;

13.2.3 If the Bank is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;

13.2.4 If the Bank reasonably suspects or believes that you are in breach of these Terms and Conditions (including non-payment of any Loan amount due from you where applicable);

13.2.5 Where such a suspension or variation is necessary as a consequence of technical problems or for reason of safety:

13.2.6 To facilitate update or upgrade the contents or functionality of the Services from time to time;

13.2.7 Where you remain inactive for any period of time subject to the Unclaimed Financial Assets Act (UFAA) and regulation;

Or

13.2.8 If the Bank decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion.

13.2.9 If you have had a current or past listing with Credit Reference Bureau for a Non-performing account with any institution.

13.3 You may close your SIDIAN Q-Loan Account at any time at any Sidian Bank Branch upon payments of all outstanding amounts owed to the Bank.

13.4 If your SIDIAN Q-Loan Account has any credit balance at the time of its closure, we will return any such balance to you, less any applicable fees. If your SIDIAN Q-Loan is in arrears at the time of closure of your SIDIAN Q-Loan Account, you agree to pay to us immediately all amounts you owe us.

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

13.6 If the Bank receives notice of your demise, the Bank will not be obliged to allow any operation or withdrawal from your SIDIAN Q-Loan Account by any person except upon

production of Grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

14. DISCLOSURE OF INFORMATION

14.1 You hereby expressly consent and authorize the Bank to disclose receive record or utilize your personal information or information or data relating to your SIDIAN Q-Loan Account and any details of your use of the service:

14.1.1. to and from any local International Law enforcement or competent regulatory or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud;

14.1.2 to and from the Bank's service providers, dealers, agents or any other company that maybe or become the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services;

14.1.3 to a Credit Reference Bureau;

14.1.4 to the Bank's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;

14.1.5 to Mobile Network in connection with the Mobile Money Service and the Services;

And

14.1.7 in business practices including but not limited to quality control, training and ensuring effective systems operation.

15. MISCELLANEOUS

15.1 These Terms and Conditions (as may be amended from time to time) form a legally binding agreement binding on you and your personal successors and assignees.

15.2 This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.

15.3 The Bank may vary or amend at any time without notice to you these Terms and Conditions and the Transaction Fees. Any such variations or amendments may be published in posters or pamphlets available at bank's branch outlets, in the daily newspapers, on the Bank website and/or by any other means as determined by the Bank and any such variations and amendments shall take effect immediately upon publication.

15.4 No failure or delay by either yourself or Bank in exercising any right or remedy hereunder shall operate as a waiver thereof or the exercise of any other right or remedy.

15.5 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by the law.

15.6 If any provision of these Terms and Conditions shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein.

15.7 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 you by way of publication as provided in subparagraph 15.3 shall be binding upon you as fully as if the same were contained in these Terms and Conditions.

16. NOTICES

16.1 The Bank may send information concerning the SIDIAN Q-Loan Account via SMS to the Mobile Network Mobile Phone number associated with your Bank Account.

16.2 You acknowledge that you have no claim against the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other transmission of any communication pertaining to the SIDIAN Q-Loan Account.

17. DISPUTE RESOLUTION, JURISDICTION AND ARBITRATION

17.1 You may contact the Contact Centre to report any disputes, claims or SIDIAN Q-Loan Account discrepancies.

17.2 Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives shall be referred to arbitration by single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). Such arbitration shall be conducted in the English language in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.

17.3 To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.

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

18. CONTACT CENTRE DETAILS

18.1 You may contact the Sidian Bank Limited Contact Centre through the e-mail address talktous@sidianbank.co.ke and telephone contact 254711058000.