



MWITO D.T. SACCO LIMITED

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TERMS AND CONDITIONS FOR MWITO SACCO MOBILE BANKING SERVICE

1.1 Introduction

These terms and conditions shall apply to any m-mwito account holder with Mwito Sacco and contain the rights and obligations of Mwito Sacco and the customer in relation to the use of this service.

1.2 The service

- a) Mwito Sacco will provide the mobile Banking service to you through a USSD code and a mobile banking App.
- b) The service is only available to Mwito Sacco account holders. Mwito Sacco, however, reserves the right to accept or decline any application for the service at its sole discretion.
- c) The service will only be provided through the mobile service provider(s), which Mwito Sacco at its sole discretion may determine from time to time.
- d) The processing of the applications for registration to the service will be done promptly upon submitting your m-mwito application form alongside a copy of your national ID.
- e) It is the member's sole responsibility to familiarize with the operating procedure for the service as will be provided by Mwito Sacco upon your registration for the service. Mwito Sacco will not be liable for any losses incurred because of your errors either of commission and/or omission.
- f) The member agrees and undertakes to be bound by and to comply with all the procedures as may be issued by Mwito Sacco from time to time. Mwito Sacco shall not be bound by or obliged to take any action on any instructions which do not properly comply with the procedures, and Mwito Sacco may reject such non-compliant instructions.
- g) Mwito Sacco will provide the member with a Personal Identification Number (PIN) for use with this service. The member must exercise all due care and attention to ensure that the secrecy of the PIN and shall be solely responsible for its safety. The member must also take all reasonable care to prevent any unauthorized or fraudulent use of the service. Mwito Sacco will not be held liable for any losses arising from unauthorized use of your PIN.
- h) The provision of the service is subject to the availability of the mobile telephony connectivity. Mwito Sacco will not be held liable for non-delivery or delay in delivery or wrongful delivery of the service, as a result of the failure of the mobile telephony connectivity.
- i) Mwito Sacco shall not be held liable for any disputes that may arise between the member and a mobile service provider in the use of this service.

- j) This service will only be available to sole account holder of your account(s) or to persons duly appointed in writing with the mandate to singularly operate the specified account(s).
- k) Mwito Sacco will ensure as far as possible that any information supplied to the member through the service is accurate. Mwito Sacco shall not be liable for any error which results in the provision of inaccurate information.
- l) The service will only be available in geographical regions where the chosen mobile service provider(s) provide(s) mobile telephony connectivity.
- m) The member undertakes to keep the SIM card and mobile phone safely and must not leave the mobile phone unattended or permit any person access to the mobile phone in such a manner that it may be used to access the mobile Banking-service, whether with or without his/her consent.
- n) The member undertakes to notify Mwito Sacco immediately of theft or loss of the mobile phone/ SIM card, any unauthorized access to the service discontinuation of the telephony service with the specified mobile service provider. Mwito Sacco shall not be held liable for any losses resulting from the loss of the SIM card and /or mobile phone howsoever caused.
- o) Mwito Sacco reserves the right to enhance the services at any time without giving notice to the member. It is your responsibility to keep updated with these enhancements. Mwito Sacco will make all reasonable efforts to notify you of any changes or updates.
- p) Mwito Sacco reserves the right to charge a fee for the provision of the service and for the use of all or part of the service. Such fees shall be notified to the member from time to time. The member will be liable to pay Mwito Sacco for any fees levied for the use of the service, unless Mwito Sacco in its sole discretion has waived such fees. By accepting these terms and conditions, the customer provides Mwito Sacco with the authority to debit these fees from the account. These charges will be reflected in the FOSA account statement. Mwito Sacco reserves the right to terminate this service in the event of failure to pay the fees levied for the provision of the service.
- q) Mwito Sacco shall not be held liable for the quality of the service of the mobile service provider and gives no warranty with respect to the quality of service by the mobile service provider.
- r) The member shall notify the Mwito Sacco of any changes in the mobile telephone number and any other information that may affect the ability to access the service.
- s) Mwito Sacco will not be held liable for sending information to your mobile telephone number as contained in our records at any given time.
- t) The member shall bear all risks and consequences of the inability to send or comply with any instruction sent using the service due to errors in transmission of his/her instructions.

1.3 Non-Repudiation

Until and unless you notify Mwito Sacco otherwise, all instructions received by Mwito Sacco which are associated with your mobile phone details shall be deemed to have come from you, and Mwito Sacco shall be entitled to rely on such instructions, whether they actually originated from you or not. You acknowledge that Mwito Sacco may not

be able to reverse or annul any transaction executed based on instruction received prior to your notice to Mwito Sacco.

1.4 Indemnity

The member hereby agrees to indemnify Mwito Sacco against any loss, claim and/or damage that may arise due to negligence, fraud, collusion or violation of these terms by the member and/or his/her agents.

1.5 Termination & Consequences of termination

Mwito Sacco reserves the right to terminate the use of this service upon notice to the member. The member may also terminate the use of this service in writing by mail or an official letter. Such requests will be effected immediately after receipt of termination notice by the member. Any fees that may be outstanding at the time of such termination will remain payable and Mwito Sacco reserves the right to debit such fees directly from the account.

The member will remain liable for any mobile service provider charges that may arise from the use of this service as per the mobile provider's terms and conditions.

1.6 Discontinuation of the service

Mwito Sacco may discontinue, in its sole discretion at any time without prior notice to the member the use of this service, or suspend temporarily for upgrade, expansion, maintenance and repair activities, or for any emergency reason as deemed necessary.

1.7 Disclosure

Information and instructions received from the member through the service will be stored by Mwito Sacco and accessed by employees of Mwito Sacco (as is deemed necessary)

1.8 Force Majeure

Notwithstanding any provision contained in these terms and conditions, Mwito Sacco shall not be liable to the member to the extent that the fulfillment or performance of any terms or conditions herein is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than Mwito Sacco; labour disputes; electrical equipment or mobile network failure; fire; floods; acts of God; Government or Regulator action; or, without limitation the foregoing, any other causes not within Mwito Sacco's control, and which by the exercise of reasonable diligence Mwito Sacco is unable to prevent, whether in the class of causes hereinbefore enumerated or not. If any of these events occur, Mwito Sacco undertakes to give prompt written notice to you and shall use all reasonable efforts to minimize the impact of such events.