

## WHATSAPP FOR BUSINESS TERMS AND CONDITIONS

### 1. Definitions

1.1. In these Terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:

1.1.1. **“Account”** means a bank account held by a Customer with the Bank and which is opened and operated in accordance with the Bank's [Terms and Conditions](#) and may be updated from time to time.

1.1.2. **“NCBA WhatsApp”** means a messaging service channel that enables customers to communicate with the bank through the WhatsApp for Business platform. The intelligent software owned by Meta can simulate a conversation or initiate a request from a Customer -to the Chat Bot or a service champion - on various social media platforms, the NCBA website and various Bank channels e.g. NCBA NOW. The messaging service channel also allows for communication to be done to customers through WhatsApp Broadcast;

1.1.3. **“Bank”** means NCBA Bank Kenya incorporated in Kenya as a limited liability company under the Companies Act (Chapter 486 of the Laws of Kenya) and duly licensed as a bank under the Banking Act (Chapter 488 of the Laws of Kenya) and includes subsidiaries of the Bank as may from time to time be specified by the Bank to you;

1.1.4. **“Customer”** means the person in whose name the account with NCBA is existing or any other person using the WhatsApp for Business service channel, and “Customers” shall be construed accordingly;

1.1.5. **“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;

1.1.6. **“Personal Data”** means personal identifiable information as prescribed in the Data Protection Act which includes but is not limited to name, identification number, location data;

1.1.7. **“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;

1.1.8. **“Services”** shall include any form of banking services or products that the Bank may offer you pursuant to your Requests and as you may from time to time subscribe to and “Service” shall be construed accordingly;

1.1.9. **“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 WhatsApp;

1.1.10. “We” “our” and “us,” means the Bank and includes the successors and assigns of the Bank; 1.1.11. "You" or "your" means the Customer and includes the personal representatives of the Customer.

1.2. The Opt-in process will involve customers giving permission to receive messages (promotional, product, system downtime etc.) over WhatsApp from NCBA Bank

1.3. The Opt-out process entails customers reaching out to the bank with the intention to stop receiving communication from the bank via WhatsApp broadcast

1.4. The word “**Customer**” shall include both the masculine and the feminine gender;

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

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

## **2. Acceptance of the Terms and Conditions**

2.1. By using or continuing to use the NCBA WhatsApp for Business channel and these Services, you are deemed to have read, understood and accepted these Terms and Conditions.

2.2. By using the NCBA WhatsApp for Business channel to access any Service, 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 an Account with the Bank and you affirm that these Terms and Conditions herein are without prejudice to any right that the Bank may have with respect to the Account in law or otherwise.

2.3. These Terms and Conditions including the Privacy terms may be amended or varied by the Bank from time to time and the continued use of the NCBA WhatsApp for Business channel constitutes your agreement to be bound by the terms of any such amendment or variation.

2.4. You acknowledge and accept that the Bank offers the NCBA WhatsApp for Business channel only electronically and you agree to do business with the Bank and to access the Services only by electronic means via the NCBA WhatsApp for Business channel. Any other query and complaint you may have relating to the Services shall be addressed to the Bank through the Customer Care Centre. For the avoidance of doubt, you acknowledge and accept that the Customer Care Centre is not a branch of the Bank or the Bank's Agent for the purposes of conducting banking business or transactions and that it will not act as such.

## **3. Collection of information**

3.1. The Bank reserves the right to request for further information from you pertaining to your application for a Service at any time. Failure to provide such information within the time required by the Bank may result in the Bank declining to accept your Request.

3.2. The Bank may obtain and procure your Personal Information contained in the IPRS.

3.3. Apart from the legal obligation mentioned above, we also need to collect your Personal Information for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.

#### 4. Services

4.1. The NCBA WhatsApp for Business channel shall offer the following Services:

a. **General enquiries:** Branch operation / location, card queries, channel and product information

b. **Account Services:** Customer registration, account balance and mini-statement inquiries

c. **Offers & Promotions:** Products and partnerships offers, events information

d. **Service requests:** Customer complaints, statements requests, cheque book and banker's cheque requests, debit and credit cards requests, standing orders requests and PesaLink registration.

4.2. The Bank may, at any time and without prior notice, amend or change the terms and conditions related to the Services. The Bank may also add, change, and/or cancel any of the services provided as part of the NCBA WhatsApp for Business channel or the software used therein.

#### 5. Privacy

5.1. The Bank is committed to protecting your privacy. Therefore, the Bank will handle any of your personal data that it accesses as a result of your interaction with the NCBA WhatsApp for Business channel in a confidential manner, and accordance with the Bank's Privacy Policy accessible [here](#) or upon request.

5.2. The Bank is offering this Service through the internet, leveraging the highest standards of internet security, including those on the WhatsApp platform. However, the Bank is not responsible for any security breaches that may occur due to the unprotected and open nature of open networks. Therefore, you remain solely responsible for all risks inherent in or resulting from using the service. You can read more on the privacy, safety and security measures in relation to connecting with businesses in the WhatsApp FAQs accessible [here](#).

5.3. In case you have any issues or would like to seek clarification on your privacy as you interact with the WhatsApp for Business channel, you can email us at [contact@ncbagroup.com](mailto:contact@ncbagroup.com) or [DataProtection@ncbagroup.com](mailto:DataProtection@ncbagroup.com)

5.4. The Customer agrees that the Customer's personal information shall be collected, processed, shared or otherwise dealt with in accordance with the terms of the Bank's Privacy Policy as may be updated from time to time, and which is also available upon

request or at the NCBA website. The Customer also confirms that the Customer has read, understood and accepted the terms of the Privacy Policy.

5.5. The Customer agrees that the Bank may disclose any information in the possession of the Bank relating to account details to any and all agents used by the Bank in the course of the providing the Services including but not limited to agents appointed by the Bank to manage the Account.

5.6. The Customer agrees that the Bank may disclose any information in the possession of the Bank relating to this application and or account to any third party (including other institutions licensed under the Banking Laws of the Republic of Kenya and Credit Reference Agencies) if in the Bank's opinion such disclosure is necessary for the purpose of evaluating any application made to the Bank by the Customer providing a Service and maintaining the Account with the Bank or for other purposes but within the strict confinements of the laws of Kenya.

5.7. The Customer agrees and confirms that the Bank may disclose any information in the possession of the Bank relating to details of the Customer's Account to any third party (including other institutions licensed under the Banking laws of the Republic of Kenya and Credit Reference Agencies) for the purpose of evaluating the Customer's credit worthiness or for any other lawful purpose.

**6. Intellectual Property Rights:** The Customer acknowledges that the intellectual property rights in the System (and any amendments or enhancements thereto from time to time) and all associated documentation that the Bank provides to the Customer 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. The Customer shall not infringe any such intellectual property rights.

**7. Amendment of these Terms:** Any update or amendment to these Terms and Conditions including privacy terms will be available on the Bank's website and will take effect from the date of notification of the update or amendment.

## **8. Miscellaneous**

8.1. These Terms shall be governed by and shall be construed according to the Laws of Kenya. The Parties hereby irrevocably submit to the jurisdiction of the Courts of Kenya.

8.2. In the case of joint accounts, corporate accounts or minor accounts, financial requests will not be available through the NCBA WhatsApp for Business channel.