



ACCOUNT OPENING FORM

FOR OFFICIAL USE ONLY

Branch _____ Customer ID No. _____
 Account Name _____
 Account No. _____ Date _____

I/we wish to open an Account with Maisha Microfinance Bank and undertake to observe, comply and be bound by Terms and Conditions and tariffs made by the bank in force and as amended from time to time pertaining to such Accounts per the General Terms and Conditions.

TYPE OF ACCOUNT: Maisha Account Maisha Current Account
 Maisha Business Extra Account Maisha Akiba Account
 Maisha Chama Account Maisha Salary Account
 Other (Specify) _____

CURRENCY TYPE: KES USD EURO Other (specify) _____

1ST APPLICANT

Full Name as per the ID _____
 ID/Passport No. _____ KRA Tax P.I.N _____ Gender: M F
 Nationality _____ Date of Birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 Email Address _____
 Marital Status: Single Married Other _____ Phone No.: _____
 Postal Address _____ Physical Residential Address _____
 Occupation _____ Employer _____
 Next of Kin _____ Relationship _____ Contact (Tel/Mob.) _____

2ND APPLICANT

Full Name as per the ID _____
 ID/Passport No. _____ KRA Tax P.I.N _____ Gender: M F
 Nationality _____ Date of Birth

D	D	M	M	Y	Y	Y	Y
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 Email Address _____
 Marital Status: Single Married Other _____ Phone No.: _____
 Postal Address _____ Physical Residential Address _____
 Occupation _____ Employer _____
 Next of Kin _____ Relationship _____ Contact (Tel/Mob.) _____

3RD APPLICANT

Full Name as per the ID _____
 ID/Passport No. _____ KRA Tax P.I.N _____ Gender: M F
 Nationality _____ Date of Birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 Email Address _____
 Marital Status: Single Married Other _____ Phone No.: _____
 Postal Address _____ Physical Residential Address _____
 Occupation _____ Employer _____
 Next of Kin _____ Relationship _____ Contact (Tel/Mob.) _____

Other Accounts Held with Maisha Microfinance Bank and Other Financial Institutions

BANK NAME	BRANCH	A/C. NO.

BUSINESS DETAILS

Name of Business/ Company/ Group : (As per Registration Certificate)

Details of Nature of Business / Sector _____

Certificate Of Registration/ Incorporation No _____

Date Of Business/ Company/ Group Registration _____

Postal Address _____ Code _____

Office Tel. No _____ Mobile No. _____

Email Address _____

Business / Group Location / (Town / Shopping Center) _____

(Plot/ Bldg/Street/Road) _____

P.I.N (If Any) _____

I/We have read and understood the general terms and conditions of the Bank and undertake to observe, comply and be bound by the same

Names in full (BLOCK CAPITAL LETTERS) of authorized Signatories / Directors /Partners	National ID / Passport No:	Specimen Signature

ATM / CHEQUE BOOK / MOBILE BANKING APPLICATION

I/We would like to apply for the following Services (Please Tick)

- | | | | | |
|-------------------|------------------------------|-----------------------------|------------------------------------|-------------------------------------|
| 1. Cheque Book | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> 50 leaves | <input type="checkbox"/> 100 Leaves |
| 2. ATM Card | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Specify Limit _____ | |
| 3. Mobile Banking | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Cell Phone Numbers _____ | |

Signature Authority or the account mandate : (Tick as Appropriate)

- Self
 Either to Sign
 All of us Jointly
 Any two to sign
 Other, Specify _____

Customer Name _____ Signature _____ Date _____

CHECKLIST (For official use Only)

- | | | |
|---|---|---|
| <input type="checkbox"/> ID'S & Passports Copies Obtained | <input type="checkbox"/> Complete account application | <input type="checkbox"/> Specimen Signature/Photo |
| <input type="checkbox"/> Company Search Completed | <input type="checkbox"/> Certificate of Registration | <input type="checkbox"/> Board Resolution |
| <input type="checkbox"/> Pin Certificate | <input type="checkbox"/> Memorandum & Articles of Association | |

I confirm that I have checked all the above details and have been completed in accordance with KYC Procedure and that relevant documents are attached. I confirm acceptance of this customer relationship with Maisha Microfinance Bank.

Account Opened By: _____ Signature _____ Date _____

Branch Manager _____ Signature _____ Date _____

Stamp _____

FOR MAISHA MICROFINANCE BANK ONLY

	Form completed By/ In Presence of	RO Code/Details	Input By	Account Verified By
Initials / Signature				
Date Signed				

GENERAL ACCOUNT OPENING TERMS AND CONDITIONS

1. Any person(s) opening an account with Maisha Microfinance Bank (whether resident or non-resident) will be deemed to have read and understood the following terms and conditions as well as the applicable Schedule of Bank Charges issued and amended.
2. Maisha Microfinance Bank has the statutory responsibility to apply any applicable tax on all charges pertaining to the customer's account.
3. Maisha Microfinance Bank is authorized to effect such orders in respect of the accounts as may be required by any court order or competent authority or agency under the applicable laws of the land.
4. Upon receiving of notice of the demise of an individual client by Maisha Microfinance Bank, Maisha Microfinance Bank will not be obliged to allow any operation or withdrawal from the client's account by any person without the production of the death certificate and a court order from a court of competent jurisdiction, or any other relevant document recognized by the law for purposes of succession.
5. Maisha Microfinance Bank solely reserves the right to terminate any type of relationship with the account holder / depositor without assigning any reason.
6. Account holder / depositor wishing to close account must surrender any unused inhouse cheques, ATM card(s) and any other documents or instruments issued by Maisha Microfinance Bank on the account. The account holder will also be liable for account closing charges as in force at Maisha Microfinance Bank before he/she can be paid the last remaining credit balance, if any.
7. No account shall be opened by Maisha Microfinance Bank without a fully completed account opening form, with the requisite supporting documents attached and attested by the required authority (if any). Only valid and acceptable means of identification (international passport, National Identity Card) will be accepted for opening an account.
8. **INACTIVE AND DORMANT ACCOUNTS:**
 - (a) Maisha Microfinance Bank shall classify an account as Inactive if there are no customer-induced transactions for a period of six (6) months in the subject account. An account shall be classified as Dormant if there are no customer-induced transactions for six months (6) in the account, i.e. any customer-induced transactions for a further period of six (6) months after the account has become Inactive. Customer-induced transaction shall mean any credit or deposit transactions done by a customer in his/her Account.
 - (b) Maisha Microfinance Bank shall decline services and/or Transactions in the Account of a Customer, which has been classified as Inactive or Dormant unless the Customer reactivates it in writing at its/his/her domicile branch in any way, or if received for payment more than six months after the date the cheque is drawn, or as and when the account has been classified as inactive or dormant as herein stipulated.
9. **CHEQUES:**
Maisha Microfinance Bank shall dishonour or/and return cheques unpaid which are altered, if considered by Maisha Microfinance Bank to be ambiguous or suspicious.
10. **FIXED DEPOSIT ACCOUNTS:**
The customer may be allowed to open and maintain a Fixed Deposit Account(s) for any stipulated period of time and as may be agreed between Maisha Microfinance Bank and such customer. The interest rate applied thereto shall be subject to change and Maisha Microfinance Bank may vary the same if so dictated by the prevailing laws, day-to-day market rates, directives from the Regulators and/or the Government of Kenya and/or if the customer is in breach of any of the terms or conditions therein. The customer may be issued with a notice to that effect.
11. **DELAY BY CUSTOMER IN LODGING COMPLAINTS:**
Maisha Microfinance Bank shall not be liable for matters, claims, debts, unless the Customer has notified Maisha Microfinance Bank within three (3) days after the occurrence of the issue at hand and/or after receipt by him/her of the notification of the matter/issue OR on such an earlier time as possible.
12. **REPAYMENT OF OVERDRAWN ACCOUNT:**
Maisha Microfinance Bank is entitled to demand the repayment with interest of any account that is overdrawn. The interest applicable thereof shall be as per the prevailing market rates plus such penal rates as shall be applicable at the time of such default, which the customer hereby agrees to be bound by. For all intents and purposes, the overdrawn accounts shall be treated as a facility extended to the account holder. If the account holder does not settle the overdrawn account, as may be requested/demanded by Maisha Microfinance Bank, then, Maisha Microfinance Bank shall have the right to report any or all of such incidences to the Credit Reference Bureau as per the law appertains.
13. **LIEN:**
When the Customer is indebted to Maisha Microfinance Bank, Maisha Microfinance Bank shall have a general lien over all property of the Customer in Maisha Microfinance Bank's possession including, but not limited to cash, goods, securities or valuables deposited for safe custody or as security, cheques presented for payment, bills and any other property movable or immovable charged to secure repayment of any money whether or not that money has been repaid; and also all property over which by the general law Maisha Microfinance Bank has a lien. As such, the customer hereby consents to that effect.
14. **VARIATION AND TERMINATION OF RELATIONSHIP:**
Maisha Microfinance Bank may at any time, with or without notice to the Customer, terminate or vary its business relationship with the Customer and in particular but without prejudice to the generality of the foregoing Maisha Microfinance Bank may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom with such time as Maisha Microfinance Bank may determine at its sole discretion.
15. **FREEZING OF ACCOUNT:**
Maisha Microfinance Bank may at any time freeze any account of the Customer if and so long as there are any dispute and/or Maisha Microfinance Bank has doubt for any other reason (whether or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute interpleader proceedings or to take any step of its own initiative for the determination of such dispute or doubt. The customer hereby consents to such freezing.
16. **MOBILE BANKING**
You can register only one mobile phone for multiple accounts but can register multiple numbers for one account number. If you hereby confirm, declare and acknowledge that the phone number provided to us is owned by you or is in your control and that any communication from and to the said phone is and shall be with the knowledge of and within your control. You shall in all circumstances accept full responsibility for any and in all instructions sent to us from the phone number and you hereby authorize us to act on the instructions and process any and all transactions. You agree and acknowledge that Maisha Microfinance Bank shall in no way be held responsible or liable if you incur loss as a result of carrying out the instructions of your pursuant to your access of Maisha Mobile Banking.
17. The Maisha Mobile Banking may be terminated at any time by notice from you to us in the form of an application form (available at any of our branches). Any such termination shall be effective within two (2) days of receipt of termination notice by us.
18. You acknowledge that any information received by you under the Maisha Mobile Banking is for information only, and shall not be taken as conclusive evidence of the matter to which it relates. You understand that the date and time on the information advices best the date and time of Maisha Microfinance Bank main computer.
19. You shall use only the mobile phone number that has been informed to us stated in the application form. You shall promptly notify us, by filling out a change request form, of any change to the information provided to us by you relating to or for the purpose of Maisha Mobile Banking including the details of your designated mobile phone number and the telecommunication company providing or servicing it. In addition, you shall promptly inform us of any loss or theft of your mobile phone by calling our Help Desk

- at card centre on telephone numbers provided from time to time. We shall not be liable for any loss or claim resulting from relaying of any information to the designated mobile phone number prior to receipt of notification of loss or theft. In case of such notification, the Maisha Microfinance Bank will deactivate the subscription until further instructions are received.
20. You shall be solely responsible for all the transactions and consequences arising out of the messages emanating from the registered mobile phone instrument. We will not assume any responsibility or liability for unauthorized messages sent by any other person without our authority.
 21. Maisha Microfinance Bank shall not assume any liability or responsibility for any failure or delay in transmitting information to you or any error in such information, unless this results from negligence or willful default on our part. We shall not assume any liability or responsibility for the consequences arising from any cause beyond our control including, without limitation, failure of your telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment installation, force majeure even such as sabotage, fire, floods, explosions, acts of God, civil commotion, strikes, act of the government, computer hacking, unauthorized access to computer data, computer crashes, etc.
 22. Maisha Microfinance Bank will provide you with an initial personal identification number (PIN) at the time of availing of service. You must keep your PIN confidential never under any circumstances disclose it to anyone and take all reasonable care to prevent its unauthorized and fraudulent use. You acknowledge that the PIN selected acts as your authorized signature. The PIN authorizes and validates Maisha Microfinance Bank not to be liable for any loss arising from a shared PIN.
 23. You must tell the Maisha Microfinance Bank immediately of any authorized access to Maisha Mobile banking or any unauthorized transactions or any instructions which you know of or suspect.
 24. Maisha Microfinance Bank shall not be liable for any losses or damages caused by disclosure of confidential information to the designated mobile phone where the designated mobile phone is in another persons' possession or to your data, designated mobile phone, communications equipment or other equipment in case it is caused by your use of the Maisha Mobile Banking unless such loss or damage is directly and solely caused by Maisha Microfinance Bank willful default or negligence.
 25. Maisha Microfinance Bank reserve the right and you hereby authorize Maisha Microfinance Bank to send you customized messages over your mobile phone for marketing or regarding the provision of other services or products or for any other purposes Maisha Microfinance Bank deems fit.
 26. Any notice from us may be in such a manner and by such means of communication as Maisha Microfinance Bank shall deem fit, including without limitation, use of direct mailing material, advertisement branch display, electronic communication such as e-mails or via the Maisha Mobile banking. Any notice from you to us shall be in writing on this address unless otherwise indicated in this Terms & Conditions.
 27. Maisha Microfinance Bank reserve the right at all times to vary or amend the foregoing terms & conditions or to introduce new Terms and Conditions. Any such variations or amendments shall become effective and binding on you upon notification by us to you. If you are unwilling to accept such variations or amendments you may terminate the Maisha Mobile Banking services by providing written notice thereof.

28 WORDING:

- a) Terminal means automated teller machine (ATM) or point of sale terminal through which instructions may be given.
- b) Visa/ATM Debit card means card issued for drawing cash and obtaining other services through the ATM terminals or points of sale.
- c) PIN means Personal Identification Number required to gain access via an ATM terminal to give a transaction instructions or point of sale terminal where applicable.

29 USE OF THE CARD:

- a) The card holder must sign the card as soon as it is received. The card will only be valid for the period on the indicated card and upon expiry it shall be renewed at a fee.
- b) The card shall be used to withdraw cash and access other services at ATMs and merchant locations by operated Maisha Microfinance Bank or other ATMs and merchants operated by other members as identified with the Visa Kenswitch to purchase goods and other services both in Kenya and outside Kenya.
- c) A Visa card may be used locally and worldwide to withdraw cash from the ATM operated by members at Visa (identified by logo at visa) and to purchase goods and services from merchants equipped with point of sale terminals identified by logo Visa Electronic.
- d) All such withdrawals and purchases shall be debited from the customer's account at such rate of exchange as may be described by Maisha Microfinance Bank at the relevant time.
- e) If the card is lost or stolen, the card holder should notify Maisha Microfinance Bank immediately. The card holder shall be liable in respect of such a transaction instructions given prior to receipt by Maisha Microfinance Bank at such a notification of such a loss, theft or disclosures within Kenya and worldwide to withdraw and purchase goods.
- f) Maisha Microfinance Bank will convert all transactions at the account to shilling(s) using the currently prevailing exchange rate and a percentage commission on the amount of the transaction. Please note that the exchange rate may not be the same as the rate of the date of the transaction as conversion may take place at a later date.
- g) Card transaction shall be evidenced by a voucher signed issued by the merchant and authorized by you using a PIN or a signature. You shall enter your PIN or append your signature when using your card to purchase goods and services but failure to do so shall not relieve you of your duties or from liability for any card transaction effected by Maisha Microfinance Bank for your account through use of your card.
- h) The card should not, under any circumstances, be used for any unlawful purpose(s) including the purchase of goods and services prohibited under Kenyan law.

30. SAFEGUARDING THE CARD & PIN:

- a) The card holder(s) must exercise all due care and attention to ensure the safety of the card and the secrecy of the PIN at all times to prevent the loss of and /or use of his /her card or PIN by any third party or unauthorized user.

- b) A cardholder is fully responsible for ensuring that the PIN is not disclosed to anyone under any circumstances and he/she is encouraged to change frequently. The PIN should be kept secret at all times and should be memorized and destroyed immediately.
- c) Magnetic strip at the back of the card should not be scratched or put with items that can damage it.

31. LOST CARDS:

- a) If card is lost or stolen, or if a PIN is disclosed to any authorized person, the card holder (s) must immediately notify Maisha Microfinance Bank of such loss, theft or disclosure. Any verbal notification must be confirmed in writing immediately. The card holder(s) will be liable for any transactions given prior to receipt by Maisha Microfinance Bank or notification of such loss, theft or disclosure.
- b) The ATM card may for various reasons, be captured (retained) by the ATM terminal. The card holder should visit Maisha Microfinance Bank /branch where his/her card was captured on the next working day and present the ATM service slip given by the ATM during capture together with his/her National Identification (ID) in order for him /her to get their card back.

32. CANCELLATION OF CARDS:

- a) The card holder may at any time cancel his/her card by returning it to Maisha Microfinance Bank after cutting it in half.
- b) Maisha Microfinance Bank may at any time and without notice cancel the right to use any card entirely or in respect to specific facilities without in any case affecting the card holder's obligation under this agreement and which shall continue to be in force.
- c) The card remains the property of Maisha Microfinance Bank at all times. On request the card must be returned immediately to Maisha Microfinance Bank or any other person acting for Maisha Microfinance Bank. Maisha Microfinance Bank shall notify the card holder(s) of any such persons.

33. RENEWAL AND REPLACEMENT OF CARDS:

- a) Cards shall be renewed automatically 30 days before the day of expiry and the renewal fee debited to your account.
- b) If a card holder does not wish to renew his/her card, he/she should notify Maisha Microfinance Bank through writing two (2) months prior to the date of expiry.
- c) If a card holder loses or damages his/her card, Maisha Microfinance Bank may at its own discretion issue a replacement card(s) and charge a fee at a rate applicable at the time of the replacement.

34. DISCLAIMER:

- a) Maisha Microfinance Bank is not responsible for any goods or services charged to the card
- b) Maisha Microfinance Bank accepts no responsibility for the failure of a merchant to accept the card or any loss or damage arising from the manner of its acceptance. Any dispute should be settled with the merchant concerned.

35. FEES:

- a) Maisha Microfinance Bank shall be entitled and debit from the card holder(s)' account such fees as it may from time to time, notify the card holder(s) including but without limitation to a service of an amount to be prescribed by Maisha Microfinance Bank for the use of the card.
- b) In the event the fee charges result in the account being in a debit balance, the account holder(s) remain fully responsible for the said fees including recovery charges.

36. BANK ACCOUNT:

- a) The card holder(s) may not overdraw his/her account by giving a transaction instruction. And if it so happens that the account becomes overdrawn through action of the card holder(s), Maisha Microfinance Bank is entitled to claim not only the amounts owed but also the interest and recovery charges.
- b) Any account that is non-operational for a period of six months or more will be automatically converted to a dormant account and may be denied transaction instruction. The card holder should therefore contact his/her branch for assistance.
- c) Cash or cheque deposited at Automated Teller Machine (ATM) for credit to a customer's current/savings account shall be subject to verification by Maisha Microfinance Bank. In the event of any discrepancies, Maisha Microfinance Bank's own determination of the amount(s) credited shall be in the absence of the customer conclusive.
- d) Cash or cheque deposited at Automated Teller Machine (ATM) for credit to a customer's current/savings account will be collected by Maisha Microfinance Bank and proceeds will not be available until the relevant funds have been received for value by Maisha Microfinance Bank.
- e) Maisha Microfinance Bank shall have no liability for inability to perform its obligations in the card holder agreement due to anything whatsoever outside the control of Maisha Microfinance Bank, its agents or customers.

LIABILITY OF CARD HOLDER:

37. The card holder(s) shall be fully liable in each transaction instruction given by the use of his/her card. Confidential information displayed on a terminal must not be disclosed to a third party. Maisha Microfinance Bank shall not be liable for any disclosure arising out of a transaction instruction or to loss, injury or damage arising from the use of the ATM terminal.
38. Maisha Microfinance Bank shall not be liable if it is unable to perform its obligations under this agreement due directly or indirectly to the failure of any machine, data processing system, transmission link, industrial disputes, strikes, lockouts, acts of any public enemy, wars, blockades, insurrections, riots, fires, civil disturbances, government regulations and directions, fraudulent activity, terrorist action or anything that outside direct control or that of its agents or subcontractors.
39. Maisha Microfinance Bank makes no warranty, express or implied, in respect of the use of the card herein. Maisha Microfinance Bank expressly disclaims any implied warranties of availability, fitness for a particular purpose, correctness, quality, accuracy, security, completeness, reliability, performance, timeliness pricing or in respect of the use of the card herein.

For the purpose of this Indemnity and/or Undertaking, the word Services shall be deemed to include any form of banking services or products that Maisha Microfinance Bank may offer its customers from time to time including any cards and access codes. This indemnity and undertaking shall be deemed to be an integral part of the account opening form executed by me/us as amended from time to time.

I/We have read and understood these terms and conditions

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____