



INTERNET BANKING/MEMBERS PORTAL TERMS & CONDITIONS

TERMS AND CONDITIONS

This document lays out the Terms & Conditions and Rules for the Services (hereinafter called "T&Cs") which shall be applicable to all Savings, and Loans which are existing, may be opened now or at any time in future with Balozi Sacco (hereinafter called the 'Sacco'). These conditions are in addition to terms and conditions applicable to products. The word 'member' refers to the person in whose name the account(s) with the Sacco are existing and may be opened (changed) now/any time in the future.

The word 'account' refers to the account either held with the Sacco which is existing and may be opened (changed) now/any time in the future. The word member shall include both singular and plural and both genders as well as juristic persons, though for the sake of convenience is referred to in the masculine gender.

The member agrees to comply with and be bound by the T&Cs for the time being and from time to time in force governing the operation of account and recognizes that the T&Cs herein are without prejudice to any right that the Sacco may have with respect to the account in law or otherwise.

DEFINITION AND INTERPRETATION

In these Conditions:

"Account" means any account that you hold with us and which we allow you to register for or access for use of any Service;

"Account Terms" means the terms and conditions applicable to your account;

"Agreement" means the agreement you enter into with us which comprises these conditions, your account terms, the website legal details, and online legal details;

"Conditions" means these conditions;

"Sacco Office" means a telephone helpdesk service we provide to assist you with your use of the service details which can be found on our website;

"Instruction" means any instruction which is given to us through any of the services using your security details;

"Internet banking Service" means the internet banking service which we provide to enable you to access information and give us instructions relating to your account by logging on to our website and includes any additional facility we add from time to time;

"Our Website" means the website address at www.balozisacco.com;

"Security Details" means the security information which you will need to access on any one or all of the

Internet banking services;

"We", "Our" and "Us" means Balozi Sacco Limited;

"Working Day" means any day other than a Saturday, Sunday or Kenyan public holiday;

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"You" and "Your" means the person who registers for or activates any of the Services;

"Your Equipment" means all such compatible equipment and devices, software (including any necessary app downloads), used and required by you to properly access any of the services.

ACCEPTANCE

Internet banking is brought to you by Balozi Sacco Limited as an authorized Financial Services Provider.

These terms and conditions ("**the Terms**") govern our respective rights and obligations when you use Internet banking and come into effect when you register for Internet banking or once you access Internet banking, whichever occurs first.

By making use of Internet banking, you admit that you have read, understood, and agreed to these terms and conditions and that you have consented to us sharing certain of your personal information within the Sacco in the ordinary course of our business of providing the Services to you.

PRODUCT AGREEMENT

All products and services provided by Sacco are subject to their own terms and conditions ("product agreements") and conditions ("Sacco terms") as well as account or facility terms and conditions ("other terms").

Where Sacco terms or other terms require amendments or additions to be made to such agreements to be reduced to writing and/or signed, your acceptance of this agreement will be deemed to satisfy such requirements.

These Terms (governing the use of Internet banking) must be read together with and form part of each.

AMENDMENTS TO THESE TERMS

We may amend these Terms from time to time. If you use Internet banking after we have posted an amended version of these Terms on the Internet banking website ("the website"), we will be entitled to assume that you have agreed to be bound to the amended version of the Agreement.

ACCESS CODES

For security, identification, and verification purposes, when using Internet banking, you will make use of a variety of access codes for different purposes, such as your Personal Identification Number ("PASSWORD"), member number, User ID, and Password. These are all called **your "access codes"**.

You must take care to keep your access codes secret. Only you may use them. Do not disclose your access codes to any other person and do not keep them together with other Internet banking documents. If you call the Sacco Office, we may ask you for certain information such as your member number or ID number. However, there will never be a reason for anybody, including our staff, to know your Password. You must keep any reference number they give you as proof of the fact that you have notified us of your security risk.

If you believe your access codes have been compromised, you must immediately contact the Sacco Office on +254 720 833 326, 0733 967 707, 0202 211 600 and request that they deactivate your access codes or you can reset your access codes on the website with your Sacco Username and Password.

Until you notify us to deactivate your access codes we will not be responsible for any transactions that are performed without your knowledge or consent or any loss you suffer as a result.

USE OF OTP

- An OTP is not transferable and may not be used other than by the OTP holder.
- An OTP may only be used subject to the terms of this agreement current at the time of use.
- An OTP may only be used during the validity period indicated on the OTP.
- The OTP will be used as an authentication tool to validate member transactions
- All transactions authenticated using the OTP will be deemed to be valid and instituted by the member
- In the absence or manifest error, Sacco's records as to any transaction instructions or their consequences thereof shall be conclusive.

FRAUDULENT ACTIVITIES

We are committed to ensuring the security of your use of Internet banking and are entitled to investigate any loss suffered by you which is alleged to have occurred as a result of fraud via the website.

Where you have been a victim of an Internet banking fraud, you must inform us immediately as soon as you become aware that a suspicious transaction has occurred on your accounts and open a case at the Sacco Office. You will also be required to cooperate with us and the police in any investigation conducted into losses you suffer. We will investigate all reported cases of Internet banking fraud and provide feedback on the Action to be taken provided that you have complied with the safety measures.

LOGIN TO INTERNET BANKING

Before you can use Internet banking, you must first have a User ID and PASSWORD. Once you have these and your User ID has been activated, visit the homepage of the website, click on the "Portal Link" and proceed to log in for Internet Banking. For more information visit our website or call the Sacco Office on +254 720 833 326, 0733 967 707, 0202 211 600.

YOUR INSTRUCTIONS

Because we communicate through the Internet, you agree that we are entitled to assume that you have authorized all transactions once your access codes have been entered. This will not apply if you have notified us to disable access to your accounts because your access codes have been misplaced, lost or stolen and you have a reference number to prove that. Our records of your transactions will be proof of any instruction you have given us unless you can prove to the contrary.

You are responsible for giving correct information and instructions when registering for Internet banking and when conducting transactions via the website.

We will try to assist if you make a mistake when giving us an instruction, but we will not be responsible for any loss or damage caused by your error. We will also not be liable for payments made by you to unintended recipients due to the input of incorrect information, nor are we responsible for the verification of the identity of recipients. We cannot reverse duplicate or erroneous payments you make to other accounts without the specific consent of the

accountholder. Our role is simply to pass your instructions on to where the account is held and we will not be liable for any act or omission on the part of such institution.

Certain transactions may not be terminated, such as the purchase of pre-paid products made available via Internet banking. Unless otherwise stated in a product agreement, all transactions will be subject to the same turnaround times that apply to the same transactions, accounts, and member profiles, if done at a Balozzi Sacco Branch.

An instruction will only be deemed to have been received by us once we have confirmed receipt. If you are unsure as to whether a transaction has been processed you should contact us before you re-submit the instruction. This is because re-submitting an instruction may cause us to process the same transaction twice, for which we will not be liable.

ENDING A SESSION

You must log off the website once you have finished using Internet banking. If you do not do this, unauthorized transactions may result, for which we will not be liable.

ENDING YOUR USE OF INTERNET BANKING

We may end your use of Internet banking at any time, for any reason whatsoever, on reasonable notice to you. Such termination will not affect instructions given to us and not yet carried out.

We will, however, terminate your use of Internet banking immediately and without any notice to you if:

- We believe that your behavior was inappropriate or constituted misconduct.
- You breached these Terms.
- A fraudulent transaction was conducted directly or indirectly by you.

In the event of we terminated your access to Internet banking, we will not be liable for any damages, of any nature, suffered by you or a third party.

You may however, terminate your use of Internet banking by contacting the Sacco Office on +254 720 833 326, 0733 967 707, 0202 211 600

PRIVACY

We respect your privacy and your personal information. For this reason, we have prepared a Privacy Policy to let you know how we will treat any personal information that we may have about you. We will take all reasonable measures, in accordance with our Privacy Policy, to protect your personal information and to keep it confidential, even when you are no longer our member.

If you call our Sacco Office you permit us to record your calls for security reasons, member care and to comply with various laws.

SECURITY

Information that is transmitted over the Internet or via other networks (wireless or otherwise) may be subject to interception. While we will take all reasonable precautions to ensure that Internet banking is secure, we cannot be liable for any loss or damage you suffer as a result of your negligence.

You should regularly read the security tips which we publish on the website and take the precautions mentioned therein. If you want to prevent others from reading the email we send you, you must set up your own password

protection on your system at home or work. Please read our Security Policy for more information.

NO WARRANTIES

No warranties, whether express or implied, are made of any kind in respect of Internet banking including in respect of the performance, quality, security, content, information, availability, accuracy, safety, or reliability of Internet banking.

LIMITATION OF LIABILITY

Although we have taken reasonable care to prevent harm or loss to you, we are not liable for any harm or loss whatsoever arising as a result of your use of Internet banking unless such loss or damage arises from our gross negligence or intentional misconduct. This includes your inability to use Internet banking including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute, depict.

Without derogating from the generality of the foregoing, we are not liable for:

- any damages which you suffer as a result of a compromise of your access codes;
- any interruption, malfunction, downtime, or other failures of Internet banking, our Sacco system, third party system, databases, or any component part thereof for whatever reason;
- any loss or damage which arises from your orders, investment decisions, purchases, or disposal of goods and services, including financial instruments or currencies, from third parties based upon the information provided on Internet banking;
- any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of our Sacco system, third- party systems, power failures, unlawful access to or theft of data, computer viruses, or destructive code on the Sacco system, or third party systems; programming defects; negligence on our part;
- any interruption, malfunction, downtime, or other failure of goods or services provided by third parties, including, without limitation, third-party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities, and certification authorities;
- any event over which we have no direct control.

You furthermore indemnify us against any claims by third parties or loss suffered by us arising from your use of Internet banking.

Your Account Terms shall also apply in addition to these Conditions. Your Account Terms contain terms and conditions which relate to responsibility for transactions on Your Account and which detail your and our obligations in respect of unauthorized, incorrect, and failed payments. We have the right not to refund any unauthorized transaction on Your Account in the circumstances listed in Your Account Terms and these Conditions. Please refer to Your Account Terms. If you dispute that you have carried out a transaction using any of the Services We will investigate and shall expect you to cooperate with us and the Police in any investigations.

You will be liable for all transactions or payments requested from Your Account using any of the Services and/or any charges or interest incurred on the Account as a result of any of those transactions or payments or payment requests in the following cases:

- any misuse, fraud, or abuse of any Service by You;
- You have disclosed Your Security Details to another person;
- failed to follow any of the safeguards set out in these Conditions, Your Account Terms, and the User Guide

for Your Account.

LINKS TO THIRD-PARTY WEBSITES

For your convenience, this website may contain links to the websites of other parties ("third-party websites"). By making the hyperlinks available we are not endorsing third-party websites, their content, products, or services they offer, or the owners of these third-party websites.

It is your responsibility to ensure that you obtain all information relevant to making a decision and that you read the privacy and security policies on such third-party websites. We will not be liable for any loss or damage you suffer, whether directly or indirectly, as a result of your use of third-party websites.

USING CONTENT FROM OUR WEBSITE

The content on Internet banking, including all registered and unregistered trademarks, constitutes our intellectual property rights. You may not establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise ("linking") to this website or any other subsidiary pages without our prior written consent, which consent is at our sole discretion.

You may apply to establish such a link by submitting your request to info@balozisacco.com. In the event that you have not heard from us within 5 (five) working days, please consider your request as having been rejected.

NOTICES, CONFIRMATION, AND STATEMENTS

You agree that publishing a notice on our website or sending you a notice once you log into Internet banking, email, SMS or post will constitute sufficient notice to you.

Should you fail to raise an objection with us within 5 (five) hours after we sent you a notice (including by SMS) confirming a transaction or the changing of any setting on your accounts, you will be deemed to have accepted the transactions or new setting as being valid and binding in all respects.

AVAILABILITY OF INTERNET BANKING

We respect your privacy and your personal information. For this reason, we have prepared a Privacy Policy to let you know how we will treat any personal information that we may have about you. We will take all reasonable measures, in accordance with our Privacy Policy, to protect your personal information and to keep it confidential, even when you are no longer our member.

If you call our Sacco Office you permit us to record your calls for security reasons, member care and to comply with various laws.

MODIFICATION, SUSPENSION, OR TERMINATION OF INTERNET BANKING

We may discontinue providing Internet banking or any of the products or services offered via the website at any time at our sole discretion. We will, however, notify you of this within a reasonable time of these changes being made.

CODE OF BANKING PRACTICE

We subscribe to the code of Banking practice which will apply to our relationship with our members who fall within the ambit of the Code.

SUBMITTING A COMPLAINT TO US

If you wish to lodge a complaint, please notify us in writing by lodging a complaint using this e-mail address;

info@balozisacco.com. In the alternative, you can lodge a formal complaint at the Sacco Office by filling out the requisite Form. We will respond to your complaint as soon as possible. If you do not hear from us within 5 (five) working days from sending your complaint, we request that you contact us at +254 720 833 326, 0733 967 707, 0202 211 600 to check whether your complaint has been received.

ADDRESS FOR LEGAL NOTICES

All legal notices relating to products must be delivered as provided for in the product agreements. Where such an address is not specified, such notices must be sent to our Registered Address. We may send you legal notices to any of the addresses you have specified on any of your application/registration forms with us or at the address you actually work or live.

THE LAW GOVERNING OUR RELATIONSHIP

These terms are subject to the laws of the Republic of Kenya. Accessing Internet banking from another country may be an offense in that country. You agree that the use of Internet banking outside Kenya will be at your own risk.

GENERAL

The headings appearing in these Terms are inserted for convenience only and will not be taken into account when interpreting these Terms.

Where dates and times need to be calculated in terms of these Terms, the international standard time (GMT) plus 3 (three) hours (Nairobi) will be used.

LEGAL DISCLAIMER

(a) AGREEMENT

This is a legally binding agreement between you and Balozi Sacco Limited establishing the terms and conditions under which the digital banking website may be used. Use of the online service implies that you accept these terms and conditions. If you do not accept these terms and conditions do not access this website and do not use the online services.

(b) COPYRIGHT AND TRADEMARKS

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Balozi Sacco unless otherwise indicated. Balozi Co-operative Savings and Credit Society Limited Sacco and the Balozi Sacco logo are trademarks and service marks of Balozi Sacco.

(c) USE OF INFORMATION AND MATERIALS

The information and materials contained in these pages, and the terms, conditions, and descriptions that appear, are subject to change. unauthorized use of Sacco's websites and systems including but not limited to unauthorized entry into Sacco's systems, misuse of passwords, or misuse of any information posted on a site is strictly prohibited. Your eligibility for particular services is subject to final determination by Sacco.

(d) JURISDICTION

The distribution of this website's material may be restricted by law in certain jurisdictions. It is your responsibility to find out what those restrictions are and observe them.

(e) NO REPRESENTATION

The Sacco makes no representation or warranty of any kind, express, implied, or statutory regarding this website or the materials and information contained or referred to on each page associated with this website. the material and information contained on this web site provided for general information only and should not be used as a basis for making business decisions. any advice or information received via this website should not be relied upon without consulting primary or more accurate or more up-to-date sources of information or specific professional advice. you are recommended to obtain such professional advice where appropriate.

(f) DATA ACCURACY

Geographic, political, economic, statistical, financial, and exchange rate data is presented in certain cases in approximate or summary, or simplified form and may change over time. Reliance has been placed by the editors on certain external statistical data which, though believed to be correct, may not in fact be accurate.

Balozi Sacco accepts no liability for any loss or damage arising directly or indirectly from action taken, or not taken, in reliance on material or information contained on this website. in particular, no warranty is given that economic reporting information material or data is accurate reliable, or up to date.

(g) LIMITATION OF LIABILITY

Balozi Sacco accepts no liability and will not be liable for any loss or damage arising directly or indirectly (including special, incidental, or consequential loss or damage) from your use of this website, howsoever arising, and including any loss, damage, or expense arising from, but not limited to, any defect, error, imperfection, fault, mistake or inaccuracy with this web site, its contents or associated services, or due to any unavailability of the web site or any part thereof or any contents or associated services.

(h) HYPERLINKS AND EMAILS

Any hyperlinks from this website exist for information purposes and are for your convenience only and Balozi Sacco accepts no liability for any loss or damage arising directly or indirectly (including consequential loss) from the accuracy or otherwise of materials or information contained on the pages of such sites or loss arising directly or indirectly from defects with such sites. Sacco's inclusion of hyperlinks does not imply any endorsement of the material on such sites.

Balozi Sacco does not guarantee that any e-mails from the website will be sent to you or received by Balozi Sacco nor does the Sacco warrant the privacy and/or security of e-mails during internet transmission.

(i) SOFTWARE

Please note that any software downloaded from this website is at your own risk and Balozi Sacco neither assumes nor accepts liability for any loss or damage, (whether direct or indirect), howsoever caused, as a result of any computer viruses, trojan horses, worms, software bombs or similar items or processes arising from your use of this web site.

(j) SUBMISSIONS

All information submitted to Balozi Sacco via this site shall be deemed and remain the property of Sacco. Balozi Sacco shall be free to use, for any purpose, any idea, concepts, know-how, or techniques contained in information a visitor to this site provides Balozi Sacco through this site. Balozi Sacco shall not be subject to any obligations of confidentiality regarding submitted information except specifically agreed upon or required by law. Nothing contained herein shall be construed as limiting or reducing Sacco 's responsibilities and obligations to members in

accordance with the Balozi Sacco privacy promise for consumers.

(k) AVAILABILITY

This site is not intended for distribution to or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. By offering this site and information, or any products or services via this site, no distribution or solicitation is made by the Sacco to any person to use this site, or such information, products, or services in jurisdictions where the provision of this site and such information, products, and services is prohibited by law.

(l) ADDITIONAL TERMS AND GOVERNING LAW

Certain sections or pages on this site may contain separate terms and conditions, which are in addition to these terms and conditions. In the event of a conflict, the additional terms and conditions will govern those sections or pages.

Use of this site shall be governed by all applicable laws of the Republic of Kenya.

PRIVACY POLICY NO WARRANTIES

In the course of using this website or availing the products and services via the online application forms and questionnaires, Balozi Sacco and its Affiliates may become privy to the personal information of its members, including information that is of a confidential nature.

Balozi Sacco is strongly committed to protecting the privacy of its members and has taken all necessary and reasonable measures to protect the confidentiality of the member information and its transmission through the world wide web and it shall not be held liable for disclosure of the confidential information when in accordance with this Privacy Commitment or in terms of the agreements, if any, with the Members.

Balozi Sacco endeavors to safeguard and ensure the security of the information provided by the Member. Balozi Sacco uses 128-bit encryption, for the transmission of the information, which is currently the permitted level of encryption in Kenya. When the information provided by the Members is not transmitted through this encryption, the Members' system (if configured accordingly) will display an appropriate message ensuring the best level of secrecy for the Members' information.

The Member would be required to cooperate with Balozi Sacco in order to ensure the security of the information, and it is recommended that the Members necessarily choose their passwords carefully such that no unauthorized access is made by a third party.

To make the password complex and difficult for others to guess, the Members should use a combination of alphabets, numbers, and special characters (like! @, #, \$, etc.). The Members should undertake not to disclose their password to anyone or keep any written or other records of the password such that a third party could access it.

The Sacco may use information that is held about you for assessment and analysis (including behavior scoring, market, and product analysis, and market research), to develop and improve the Sacco services for you and other members and protect the Sacco interests. The Sacco may also use your information for market and product analysis in order to generate statistical reports. These reports are aggregated and will not contain any information that identifies you.

The Sacco may use information held about you for the purposes of providing the Services and to provide you with information directly related to the Services and Your registration for use of any of the Services.

Balozi Sacco undertakes not to disclose the information provided by the Members to any person unless such action is necessary to:

- Conform to legal requirements or comply with legal process;
- Protect and defend Sacco's or its Affiliates' rights, interests, or property;
- Enforce the terms and conditions of the products or services; or
- Act to protect the interests of Sacco, its Affiliates, or its members, constituents, or of other persons.

The Members shall not disclose to any other person, in any manner whatsoever, any information relating to Balozi Sacco or its Affiliates of a confidential nature obtained in the course of availing the services through the website.

Failure to comply with this obligation shall be deemed a serious breach of the terms herein and shall entitle Balozi Sacco or its Affiliates to terminate the services, without prejudice to any damages, to which the member may be entitled otherwise.

Balozi Sacco will limit the collection and use of member information only on a need-to-know basis to deliver better service to the members.

Balozi Sacco may use and share the information provided by the Members with its Affiliates and third parties for providing services and any service-related activities such as collecting subscription fees for such services, and notifying or contacting the Members regarding any problem with, or the expiration of, such services.

In this regard, it may be necessary to disclose the member information to one or more agents and contractors of Balozi Sacco and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from Balozi Sacco only for these purposes.

The Member authorizes Balozi Sacco to exchange, share, and part with all information related to the details and transaction history of the Member to its Affiliates / Saccos / financial institutions/credit bureaus/agencies/participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management and shall not hold Balozi Sacco liable for use or disclosure of this information.

We will retain any information We hold about You after Your registration for use of any of the Services is deactivated or closed, or if Your registration/activation request is declined or abandoned for so long as permitted for legal, regulatory, fraud, and other crime prevention and legitimate business purposes.

Last Reviewed: 12th December 2025

Approved: 20th December 2025