



## Bill Payment Terms and Conditions

### 1. Introduction:

Clause headings are for convenience and are not to be used in its interpretation;

Unless the context indicates a contrary intention: an expression which denotes any gender includes the other genders; a natural person includes a juristic person and vice versa; and the singular includes the plural and vice versa;

The Terms and Conditions for Business Connect ("these Terms") take effect (begin) when you register for Business Connect

- a. I&M may change these Terms from time to time. The latest version of the Terms applies to you each time you use Business Connect.
- b. You must know, understand and comply with the Product and general terms that applies to the user and your organisation's user profile.
- c. These Terms (as may be amended, modified and/or replaced from time to time) are legally binding as between yourself and I&M Bank

### 2. Definitions

We have defined some of the words used in this document. These words begin with a capital letter. Singular words include the plural and the other way round.

"Access Codes" means any of the secret characters (letters, numbers and special characters) you use for system access including passwords and user names.

"The Bank, we or us" means I&M Bank Limited and its successors or assigns.

"you" and "your" refer to the person enrolling in the Service, as well as any authorized users of the Service that such person allows, subject to the parameters of multiple user access as set forth within the application.

"Communication" means both the Device and the Medium, as defined below.

"Business Connect" means online portal powered by I&M Bank (K) Limited for Kenya Power clients to access and upload files with single or multiple records for subsequent electricity bills payment.

"Device" means the equipment you use to access Business Connect, for example, a computer, cell phone, smartphone, tablet, telephone, smart television or similar technology.

"General Terms" means the general terms and conditions for access and use of Business Connect as defined and stipulated in these Terms.

"Group" means I&M Group, the holding company and any subsidiary of the holding company and all of its subsidiaries.

"Intellectual" means all rights in and to Intellectual Property.

"Intellectual Property" means all:

- a. inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with these;
- b. copyright, including copyright in logos, devices, designs, multimedia works and computer software programs (in source and object code form), as well as programmers' or developers' notes, flow charts and design documents;
- c. rights protecting goodwill and reputation;
- d. proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics;
- e. schematics;
- f. marketing;
- g. sales and user data;
- h. domain names and URLs;
- i. databases and rights in databases
- j. confidential information;
- k. other intellectual property rights and similar kinds of protection that are registered or can be registered anywhere in the world; and
- l. applications for, and rights to apply for, the protection of any of the items on this list.

"Kenya Power Company" means the power service provider.

"Medium" means the way you access Business Connect, for example, Internet, Wireless Application Protocol (WAP), Wireless Internet Gateway (WIG)

"Meter Accounts" means any Kenya Power Company meter account created on your organisation's user profile and successfully validated with Kenya Power records and validated by you as one of your existing Kenya Power meter account

"Organisation User Profile" means the digital identity created by an organisation when it registers for Business Connect.

"Password" means the customer-selected password for system access.

"Process" means an operation or activity, which could be automated, that affects Personal Information. Processes and processing include:

- a. collecting;
- b. receiving;
- c. recording;
- d. organising;
- e. storing;
- f. updating or changing;
- g. recovering;
- h. using;
- i. sending;
- j. merging;
- k. linking;
- l. blocking;
- m. erasing; or
- n. Destroying information.

"ISP" means an Internet service provider, which is a company that provides access to the Internet.

"SMS" means Short Message Service.

"User E-mail ID" means the email address you use to register and access various Business Connect services.

"User name" means the customer-selected name for system access

"User Profile" means the digital identity created under the Organisation User Profile for each Kenya Power account.

"User, you or your" means the person or legal entity that registers for and uses Business Connect, or in whose name an Account is opened.

### 3. Registering for and using Business Connect services

- a. Use your registered user name and password to access Business Connect.
- b. Only the officers of your organisation and persons with permission from the organisation can access the Organisation User Profile you create for your organisation.
- c. Each Kenya Power Company account holder in your organisation will only be able to access its profile and functionalities and tasks associated with its profile class (type).

### 4. Post Paid Power Meter Account Services

- a. Post Paid Meter Account Services fall under the terms and conditions of Kenya Power Company. If you have any questions about your post-paid service, please go directly to Kenya Power Company. We shall not be liable for any losses you may suffer because of any actions or omissions of Kenya Power Company.
- b. Please visit Kenya Power Company website at <http://www.kplc.co.ke/> or please call Kenya Power Contact Centre hotline numbers 95551 or 0703070707 or 0732170170 for service-related enquiries.

### 5. Fees

There shall be no charge to you and or your organisation for using the Business Connect portal and any of the resources therein.

### 6. Looking after your Access Codes

- a. You are permitted use the same Access Codes for all your Business Connect or connected services.
- b. All Access Codes must be kept secret and safe to prevent unauthorised access to your organisation's account and any of the user profiles therein.
- c. Do not keep your Access Codes on a computer or in any other place where it can easily be accessed by others.
- d. Do not disclose your Access Codes to anybody, including colleagues, friends and family. You agree not to give or make available your access code or other means to access your account to any unauthorised individuals. You are responsible for all payments you authorize using the Service. If you

permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize

- e. Contact our Customer Contact Centre immediately if any unauthorised person obtains or requests your Access Codes.
- f. We are not liable for any loss or damage you may suffer if you fail to keep your Access Codes safe or give your Access Codes to any other person.
- g. You may change any Access Code for your organisation as often as you may deem reasonable
- h. You may deactivate the Access Code (stop it from working) immediately, for your organisational users.

### 7. Availability of Business Connect

- a. Business Connect may not always be available. There are many reasons for this, including but not limited to:
  - i. Technical failure, delay, error or problems with a Business Connect (ours or another one) directly or indirectly involved in providing Business Connect;
  - ii. Problems with a telecommunication or electricity service; or other circumstances beyond our control.

If Business Connect is unavailable for any reason, you agree to use any alternative channels and services that may be provided by the Kenya Power Company to pay any outstanding bills so that you limit potential service interruption.

#### 8. Ending your Business Connect session

- a. You must make sure that you log out of Business Connect, once you have finished using Business Connect web portal.
- b. We will not be liable for any loss or damage you may suffer in the event of unauthorised access to your account arising from your failure to log out of Business Connect.

#### 9. Information on our Business Connect

- a. Any information and content on our Business Connect portal only educates you on the use of Business Connect and its resources.
- b. Ensure you have checked with the Bank the most updated process of uploading files on Business Connect portal.

#### 10. Security of Business Connect platform

- a. Information sent over the network using Business Connect can be intercepted (stopped), seen or changed unlawfully if a link is not secure. We continuously take steps to limit these risks.
- b. You must follow all security tips communicated by the Bank from time to time.
- c. We are not responsible for any loss or damage you may suffer because someone gained access to the Business Connect illegally or without permission.

#### 12. Software and hardware

- a. You must use hardware (computer equipment) and software (programs) suitable for Business Connect. If you do not, the system may not work properly and this could increase your security risks.

#### 13. Our Intellectual Property

- a. The copyright and any other Intellectual Property rights in all content on or sent through the Business Connect, (including storage media) belongs to us. You may print and make a paper copy of files uploaded on Business Connect for your own future reference.
- b. The logos and trademarks on our Business Connect belong to the Bank. Nothing on our Business Connect gives any person the right to use any trademark or other Intellectual Property (our property) without our written permission.
- c. Even if any content on the Business Connect is not confidential or there is no copyright in it, we own the content and you have no rights in it.

#### 14. Using and sharing your Personal Information

- a. You agree that we may collect and process your Personal Information on Business Connect so that we can:
  - i. open and manage your Profile and Account;
  - ii. provide a combination of services,

- iii. analyse information to identify possible markets and trends, and develop new products and services.
- b. You agree that we may share your Personal Information with Kenya Power Company for purposes of facilitating and rendering services to you and updating your account records at Kenya Power Company.
- c. You accept that:
  - i. without your Personal Information we may be unable to register an account or continue to offer services to you; and
  - ii. you are giving us your Personal Information voluntarily (willingly).
- d. It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. Changes can be made either within the application or by contacting Customer Service.
- e. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application. All changes made are effective immediately for scheduled and future payments paid from the updated Account information. I&M Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.
- f. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:
  - i. Where it is necessary for completing transactions;
  - ii. Where it is necessary for activating additional services;
  - iii. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Kenya Power Company;
  - iv. In order to comply with a governmental agency or court orders; or,
  - v. If you give us your written permission.

#### 15. Marketing by post, email or text messages

- a. We may use your Personal Information to contact you about our products, services, and special offers from I&M Bank Limited with your permission.
- b. We will do this by post, email, or text message.
- c. You shall be able to unsubscribe from these services through Kenya Power customer service help desk.

#### 16. Warranties (promises) made by you

You confirm that:

- a. you are able to enter into a contract (you have full contractual capacity) and no court has declared you mentally unfit to do so;
- b. you are not, and will not be, located in a country that is the subject of sanctions issued by:
  - i. United Nations Security Council (UNSC)
  - ii. United States Office of Foreign Assets Control (OFAC)
  - iii. Her Majesty's Treasury (HMT)
  - iv. European Union (EU)
  - v. French Ministry of Economy, Finance and Industry (MINEFI)
- c. you and your organisation are not listed in lists of terrorists or terrorist organisation that are issued from time to time by any of the above-named organisations.
- d. You have been told, in clauses , General provisions and Customer contact information below, that you can contact us with any questions you may have;
- e. All information given to us is true and accurate; and
- f. You have read and understood these Terms before entering into this agreement.

## 17. Disclaimer and limitation of liability (limits our responsibility to you)

- a. Your use of the Business Connect depends on factors beyond our control, such as the network coverage or availability of internet services. We are not liable for any loss or damages you may suffer if you cannot access Business Connect because of problems beyond our control. I&M shall incur no liability if unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
  - If, through no fault of I&M Bank, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
  - The payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
  - You have not provided the correct Payment Account information, or the correct name, address, phone number, or account information; and/or,
  - Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and I&M Bank has taken reasonable precautions to avoid those circumstances.
- b. We have taken care to make sure that content on the Business Connect is accurate and that you should not suffer any loss or damage by using it.
- c. We (our owners, employees, consultants, agents or any person connected to I&M Bank Limited) are not responsible for any direct or indirect loss or damages related to your use of the Business Connect for any reason, even if we were told that loss or damage was possible. We are not responsible for any loss or damages caused by:
  - a. someone finding out any of your secret Access Codes (such as Password and or Username) and using these codes to register for Business Connect and fraudulently accessing on your account;
  - b. any technical or other problems (interruption, malfunction, downtime or other failures) which affect Business Connect, our banking system, a third-party system or any part of any database, for any reason;
  - c. any Organisational or Personal Information or other information being lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), a harmful computer program or virus, or your own negligence (lack of care);
  - d. any failure or problem affecting goods or services provided by any other party, for example, a telecommunication service provider, internet service providers, Kenya Power Company or a local or other authority; or
  - e. any event that we have no direct control over.

## 18. Announcements about changes or updates to these Terms and Conditions

- a. We may make announcements about changes or updates to these Terms and Conditions, or any of our services. We may do this on the I&M website, or by sending you an email, text message (SMS) or using another communication technology.
- b. If an announcement about Business Connect has contractual (legally binding) terms relating to Business Connect, these new or updated Terms and Conditions will be seen as being included in these (original) Terms and Conditions. By continuing to use Business Connect, you agree to these changes.

Further, I&M Bank may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, I&M Bank reserves the right

to terminate this service as to all such prior versions of the applications, services, and/or related material and limit access to I&M Bank's more recent revisions and updates.

### 19. What happens if you breach (go against) these Terms

- a. We may stop you from using Business Connect if you do something that is against these Terms and Conditions, and do not make it right within five days after we have asked you to do so. Even if you do make it right, we may still take steps against you, such as applying to a court for an interdict (ban) or other order against you.
- b. We may end our relationship with you and stop you from using Business Connect by giving you written notice (Termination Notice). However, we do not have to give you notice and may close your Account immediately if we:
  - a. believe or suspect your Account is being used wrongly or unlawfully (illegally); or
  - b. Must do this for legal reasons.

### 20. Law governing our relationship

These Terms and Conditions will be governed by and construed in accordance with the laws of Kenya

### 21. General provisions

- a. Headings in these Terms are only for information and may not be used to interpret these Terms.
- b. East African time applies when working out any dates or times.
- c. If any dispute results from technical issues related to a Business Connect, a court or arbitrator will interpret these Terms practically without focusing too much on technical issues.
- d. Any extension of time or other indulgence we may allow you will not affect any of our rights, whether the indulgence is express or implied. We do not waive (give up) any of our rights.
- e. If any clause in these Terms is invalid or illegal or cannot be enforced, the other clauses will still be valid.
- f. You are responsible for making sure that you never use Business Connect for any illegal purpose. You will be legally responsible for any illegal transactions that you make.
- g. You may not assign your obligations under these terms and conditions to any other party. I&M Bank may however assign its obligations hereunder to any future, directly or indirectly, affiliated company and may also assign or delegate certain of its rights and responsibilities to independent contractors or other third parties.
  - h. I&M Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and No delay or omission on the part of I&M Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other right or remedies.
  - i. These terms and conditions do not alter your liability or obligations that currently exist between you and the Kenya Power Company.

### 23. Termination of Services

You may cancel your use of Business Connect at any time by notifying I&M Bank in writing. Prior to notifying us of your intent to cancel the service, you are required to delete all Bill Payment instructions that have been set up. Your service will be terminated upon receipt of your written notification. The notification to terminate your access to Business Connect will not terminate your accounts with I&M Bank. I&M Bank may cancel this service and terminate your access Business Connect for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

#### 24. Customer contact information

If you have any complaints or questions about Business Connect, you can call us on . 020 3221000, 0719 088 000, 0732 100 000,