

1. This Agreement sets out the complete terms and conditions on the use (the "Terms of Use") of our "Vooma" application for mobile devices both on USSD and online (the "App") owned and operated by KCB Group Plc. (the "bank") and accessed and utilised by you.
2. Please read these Terms of Use carefully before you download, install or use the App. By downloading, installing or using the App, you indicate that you accept these Terms of Use and that you agree to abide by them. Your download, installation or use of the App constitutes your acceptance of these Terms of Use which takes effect on the date on which you download, install or use the App. If you do not agree with these Terms of Use, you should cease downloading, installing or using the App immediately.
3. We reserve the right to change these Terms of Use at any time without notice to you by posting changes on the www.kcbgroup.com website (the "Website") or by updating the App to incorporate the new terms of use. You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your continued use of the App after changes are posted constitutes your acceptance of the amended Terms of Use. These Terms and conditions and any amendments or variations thereto take effect on their date of publication.
4. To download, install, access or use the App, you must be 18 years of age or over. If you are under 18 and you wish to use download, install, access or use the App, you must get consent from your parent or guardian before doing so.
5. Use of the App does not include the provision of a mobile device or other necessary equipment to access it. To use the App you will require Internet connectivity and appropriate telecommunication links. We shall not have any responsibility or liability for any mobile, data or other costs you may incur.
6. You shall not in any way use the App;
 - a) in breach of any law, statute, regulation of any applicable jurisdiction;
 - b) is fraudulent, criminal or unlawful;
 - c) may infringe or breach the copyright or any intellectual property rights (including without limitation copyright or trademark rights) or privacy or other rights of us or any third party;
 - d) may be contrary to our interests;
 - e) is contrary to any specific rule or requirement that we stipulate on the App in relation to a particular part of the App or the App generally; or
 - f) involves your use, delivery or transmission of any viruses, unsolicited emails, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
7. You agree not to reproduce, duplicate, copy or re-sell the App or any part of the App save as may be permitted by these Terms of Use.
8. You agree not to access without authority, interfere with, damage or disrupt:
 - a) any part of the App;
 - b) any equipment or network on which the App is stored;
 - c) any software used in the provision of the App; or
 - d) any equipment or network or software owned or used by any third party.
9. You hereby grant to us an irrevocable, royalty-free, worldwide, assignable, sub-licensable licence to use any material which you submit to us or the App for the purpose of use on the App or for generally marketing (by any means and in any media, including, but not limited to, sms, emails, on our website or in our journals) our services. You agree that you waive your moral rights to be identified as the author and we may modify your submission.
10. Commentary and other materials available on the App are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any user of the App, or by anyone who may be informed of any of its contents.
11. You assume sole responsibility for results obtained from the use of the App, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the App, or any actions taken by us at your direction.
12. You agree to comply at all times with any instructions for use of the App which we make from time to time.
13. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.
14. Users of the App may be required to register in order to have full access to certain products and content on the App, including access, functionalities and contents in the App. A separate registration process may also be required to order and/or download items from the products in the App. Full access to such material is controlled by username and password. Registered users will be able to access restricted areas of the App on the basis that:
 - a) usernames and passwords are confidential to individual users and must not be shared anyone else;
 - b) registered users provide true, accurate, current and complete information about themselves as requested in the registration form;
 - c) each individual, business or organisation may only register once and duplicate, false or dummy accounts are not permitted;
 - d) registered users do not do anything that would assist anyone who is not a registered user to gain access to the restricted areas or any material contained therein;
 - e) registered users are fully responsible for any use of the App using their username and password; and
 - f) registered users have read and understood the Terms and Conditions associated with such products available in the App.
15. You shall at your own expense provide and maintain in safe and efficient operating order your mobile device necessary for the purpose of accessing the App and the products and services.
16. You shall be responsible for ensuring the proper performance of your mobile devices. We shall neither be responsible for any errors or failures caused by any malfunction of your mobile device, and nor shall the bank be responsible for any computer virus or related problems that may be associated with the use of the App and mobile device. You shall be responsible for charges due to any service provider providing you with connection to the network and the bank shall not be responsible for losses or delays caused by any such service provider.
17. You shall follow all instructions, procedures and terms contained in these Terms and Conditions and any document provided by the bank concerning the use of the App, its products and services.

18. You agree and acknowledge that you shall be solely responsible for the safekeeping and proper use of your mobile devices and for keeping your username, log in details and PIN secret and secure. You shall ensure that your username, log in details and PIN does not become known or come into possession of any unauthorized person. The bank shall not be liable for any disclosure of your username, log in details and PIN to any third party and you hereby agree to indemnify and hold the Bank harmless from any losses resulting from any username, log in details and PIN disclosure.
19. You shall take all reasonable precautions to detect any unauthorized use of the App, its products and services. To that end, you shall ensure that all communications from the bank are examined and checked by you or on your behalf as soon as practicable after receipt by you in such a way that any unauthorized use of and access to the App will be detected.
20. You shall immediately inform the Bank through the Customer Care Centre in the event that:
 - a) You have reason to believe that your username, log in details and PIN is or may be known to any person not authorized to know the same and/or has been compromised; and/or
 - b) You have reason to believe that unauthorized use of the App has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
 - c) You shall at all times follow the security procedures notified to you by the bank from time to time or such other procedures as may be applicable to the App from time to time. You acknowledge that any failure on your part to follow the recommended security procedures may result in a breach of your account confidentiality. In particular, you shall ensure that the App are not used or requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so.
21. We reserve the right to cancel registration and/or refuse access to the App. We shall not be liable for any loss or damages whatsoever arising from a registered user's inability to access any content on the App.
22. We make no warranty that:
 - a) your access to the App will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. In addition, we may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.
 - b) Access to the App may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of the App for any reason. If we impose restrictions on you personally, you must not attempt to use the App under any other name or user or on any other mobile device.
 - c) that the App will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of the App or your obtaining any material from, or as a result of using, the App. We shall also not be liable for the actions of third parties.
23. We may change or update the App and anything described in it without notice to you. If the need arises, we may suspend access to the App, or close it indefinitely.
24. We make no representation or warranty, express or implied, that information and materials on the App are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, we do not accept any liability for any errors or omissions. This shall not affect any obligation which we may have under any contract that we may have with you to provide you with products.
25. You must comply with any applicable third party terms of agreement when using the App (e.g. you must ensure that your use of the App is not in violation of your mobile device agreement or any wireless data service agreement).
26. You hereby release KCB Group Plc., its officers, directors, agents, and employees from all claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way, connected with any disputes arising between you and any suppliers, or between you and other App or Website users.
27. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE APP. THE APP IS AVAILABLE "AS IS," AND "AS AVAILABLE". YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE SITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ERRORS WILL BE DETECTED OR CORRECTED. WE DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY COMPUTER VIRUSES, BUGS, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS, OR THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF THE INFORMATION DISCLOSED OR ACCESSED THROUGH THE APP. WE HAVE NO DUTY TO UPDATE OR MODIFY THE APP AND WE ARE NOT LIABLE FOR OUR FAILURE TO DO SO. IN NO EVENT, UNDER NO LEGAL OR EQUITABLE THEORY (WHETHER TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE), SHALL WE OR ANY OF OUR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR AFFILIATES, BE LIABLE HEREUNDER OR OTHERWISE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM THE APP, THE USE OF THE APP OR OUR AGREEMENT WITH YOU CONCERNING THE APP, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOST ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF DATA, BUSINESS INTERRUPTION, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF WE ARE HELD LIABLE TO YOU IN A COURT OF COMPETENT JURISDICTION FOR ANY REASON, IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES IN EXCESS OF FIFTEEN THOUSAND SHILLINGS (KES.15,000).
28. You agree to indemnify and hold KCB Group Plc. and each of our affiliates, successors and assigns, and their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all losses, expenses, damages, costs and expenses (including attorneys' fees), resulting from your use of the App and/or any violation of the terms of this Agreement. We reserve the right to assume the exclusive defense and control of any demand, claim or action arising hereunder or in connection with the App and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defense of any such demand, claim, action, settlement or compromise negotiations, as requested by us.
29. The "KCB" name and logos and all related names, trademarks, service marks, design marks and slogans are the trademarks or service marks of us or our licensors.
30. As between you and us, we are the sole and exclusive owner or the licensee of all intellectual property rights in the App, and in the material published on it. Those works are protected by copyright and trademark laws and treaties around the world. All such rights are reserved.

31. By you using the App, you consent to the use of your information submitted. We process information about you in accordance with our Privacy Policy. By using the App, you consent to such processing and you warrant that all data provided by you is accurate.
32. You hereby expressly consent and authorize the bank to disclose receive record or utilize your personal information or information or data relating to our use of the App, its products and services:
 - a) to and from the Bank's service providers, partners including other financial institutions, dealers, agents or any other company that may be or become the Bank's subsidiary or holding company for reasonable commercial purposes relating to the Services;
 - b) to a Credit Reference Bureau;
 - c) to the Bank's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;
 - d) for reasonable commercial purposes connected to your use of the Services, such as marketing and research related activities; and
 - e) in business practices including but not limited to quality control, training and ensuring effective systems operation.
 - f) to any Kenyan, foreign or international law enforcement or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud or to any other institution or third party as required by the laws of Kenya or any other country and or as the bank may deem necessary.
33. We have no control over and accept no responsibility for the content of any website or mobile application to which a link from the App exists (unless we are the provider of those linked websites or mobile applications). Such linked websites and mobile applications are provided "as is" for your convenience only with no warranty, express or implied, for the information provided within them. We do not provide any endorsement or recommendation of any third party website or mobile application to which the App provides a link. The terms and conditions, terms of use and privacy policies of those third party websites and mobile applications will apply to your use of those websites and mobile applications and any orders you make for goods and services via such websites and mobile applications. If you have any queries, concerns or complaints about such third party websites or mobile applications (including, but not limited to, queries, concerns or complaints relating to products, orders for products, faulty products and refunds) you must direct them to the operator of that third party website or mobile application.
34. If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.
35. Except as expressly stated in these Terms of Use, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
36. These Terms of Use (and our Privacy Policy, our Website Terms of Use, our Website Terms and Conditions, any other document referred to in these Terms of Use and any other terms and conditions specifically agreed between you and us in writing) contain all the terms agreed between us and you regarding their subject matter and supersedes and excludes any prior terms and conditions, understanding or arrangement between us and you, whether oral or in writing.
37. If you have any concerns or queries about material which appears on the App or if you have questions about your use of this App or these Terms and Conditions please email us at contactcenter@kcbgroup.com to report any disputes, claims or discrepancies on use of the App.
38. Any dispute arising out of or in connection with this Agreement that is not resolved by Customer Care Centre representatives shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). Such arbitration shall be conducted in the English language in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.
39. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.
40. KCB Group Plc. is regulated by the Central Bank of Kenya.

