

These Terms and Conditions govern the provision of remittance services by Commercial International Bank (CIB) Kenya Limited (the "Bank") through its branch network using Western Union ("WU"), MoneyGram ("MG") and RIA Money Transfer ("RIA"), and shall be read together with the Bank's General Terms and Conditions, applicable tariffs, product disclosures, and any relevant partner rules, operating requirements or regulatory requirements applicable from time to time.

### Definitions For purposes of these Terms and Conditions:

In these Terms and Conditions, unless the context otherwise requires:

1.1 "Bank" means Commercial International Bank (CIB) Kenya Limited, its successors and assigns.

1.2 "Customer" means any sender, receiver, beneficiary, account holder, walk-in customer, agent, authorized signatory, attorney, or any other person using or seeking to use the remittance services.

1.3 "Remittance Services" means money transfer services provided by the Bank through WU, MG and/or RIA.

1.4 "Partner" means the relevant remittance service provider, being WU, MG or RIA, as applicable.

1.5 "MTCN / Reference Number" means the unique transaction control or reference number generated by the relevant Partner.

1.6 "Business Day" means any day on which the Bank is open for the transaction of ordinary business in Kenya.

1.7 "Applicable Law" means the laws of Kenya, regulatory requirements, AML/CFT/CPF requirements, sanctions obligations, prudential guidelines, directives, circulars and any other applicable legal or regulatory obligations.

### 2. Scope of Service

2.1 The Bank offers remittance services through selected Partners and channels as may be made available from time to time.

2.2 Service availability, destinations, currencies, transaction types and processing timelines may vary by Partner, destination country, corridor, regulatory requirements, and system availability.

2.3 The Bank may from time to time add, suspend, withdraw or vary any Partner, country, currency, transaction type or service feature with prior notice where necessary for operational, legal, regulatory, commercial, risk or compliance reasons.

2.4 At the date of these Terms:

· Western Union, RIA and MoneyGram support both inbound and outbound remittances, subject to applicable corridor availability

### 3. Service Availability

3.1 Remittance services are available at designated CIB branches during official business hours.

3.2 Transactions and access to the remittance services are subject to the Customer meeting the eligibility and documentary requirements set out in Section 4, and to:

- availability of the relevant Partner platform.
- internal operational controls.
- regulatory and compliance approval requirements; and
- successful completion of customer due diligence and screening.

3.3 The Bank does not warrant uninterrupted availability of any remittance service and may delay, suspend, decline, block, reverse or cancel a transaction where required by law, regulation, AML/CFT/CPF requirements, sanctions screening, fraud prevention procedures, internal policy, system controls, Partner rules or other risk management requirements.

### 4. Customer Eligibility and Requirements

4.1 The Customer must present acceptable and complete original identification documents in a form satisfactory to the Bank, including but not limited to a valid national identity card, passport, military identification card, or such other documentation as the Bank may require.

4.2 The Customer shall provide all information required by the Bank and/or the Partner accurately, completely and truthfully, including but not limited to:

- full sender details;
- full beneficiary details;
- recent/personal contact information;
- source of funds, where required;
- purpose of transaction, where required;
- country of destination and expected payout details; and
- transaction reference details for payout transactions.

4.3 The Customer is solely responsible for ensuring that beneficiary details provided are complete, accurate, correctly spelled and consistent with the identification document that will be presented by the beneficiary for payout, as required by the relevant Partner.

4.4 Transaction processing may be delayed, suspended, declined or refused where customer details, identification, supporting documents or transaction information are incomplete, inconsistent, altered, unverifiable, suspicious or otherwise unsatisfactory, including where there is any mismatch between the information provided by the Customer and the relevant transaction message or system record.

### 5. Fees, Charges and Exchange Rates

5.1 Applicable fees, commissions, charges and exchange rates

shall be those displayed on the relevant Partner system and/or communicated by the Bank at the time of the transaction.

5.2 Charges may vary depending on the Partner, destination country, transaction amount, currency, payout corridor, service type, and applicable exchange rate.

5.3 All applicable taxes, duties, levies, statutory deductions, regulatory charges and third-party fees shall be borne by the Customer unless otherwise expressly stated.

5.4 The Bank reserves the right to debit any applicable fees, charges, taxes or expenses from the Customer's account or transaction proceeds, where permitted.

5.5 Where a transaction is reversed, cancelled, refunded, traced or amended at the Customer's request or due to error, compliance review, Partner action, failed payout, duplicate processing or other valid reason, the Bank may apply applicable fees, charges, exchange rate adjustments, Partner deductions and administrative costs, to the extent permitted by Applicable Law and the relevant Partner rules.

## 6. Processing of Transactions

6.1 A send transaction shall only be processed after the Bank has:

- satisfactorily identified and screened the Customer and the relevant transaction details, it being acknowledged that screening of the transaction message, including the purpose of transaction, destination of funds and related details, may result in the transaction being delayed, declined or rejected; received funds or a duly authorized debit instruction from the Customer's account.

- confirmed successful processing on the relevant Partner platform.

6.2 A payout transaction shall only be processed after the Bank has:

- screened the Customer and the entire transaction message, including the purpose of the transaction, destination of funds and any other transaction details submitted for processing, and such screening may result in the transaction being delayed, declined or rejected; confirmed the MTCN / reference number and any security questions or transaction details required by the Partner

- verified that the transaction funds are available for payout and all system details match the recipient's details.

6.3 The Bank may require a Customer to complete and sign such forms, declarations, vouchers, receipts, withdrawal slips, transfer instructions, or other documents as the Bank may prescribe from time to time.

6.4 The Customer acknowledges that the Bank may record, store, retain and rely on transaction forms, written instructions, declarations, system logs, copies of identification documents, receipts, CCTV footage, call records and other supporting documentation as evidence of the transaction or any amendment, cancellation, refund, reversal, complaint or related instruction.

## 7. Compliance and Right to Decline

7.1 All remittance transactions are subject to the Bank's customer due diligence, AML, CFT, CPF, sanctions, fraud prevention, adverse media, politically exposed person screening and other risk and compliance checks.

7.2 The Bank may, at its sole discretion and without assigning reasons to the Customer, delay, decline, suspend, freeze, reverse, block or report any transaction where:

- a) the Customer fails to provide satisfactory information or documentation;
- b) there is a mismatch in names, identification, reference numbers or transaction details;
- c) the transaction appears suspicious, unusual, fraudulent, unlawful or structured to avoid detection;
- d) the transaction involves a high-risk jurisdiction or sanctioned person/entity;
- e) there is a positive sanctions or watchlist match;
- f) the relevant Partner rejects or is unable to process the transaction; or
- g) the Bank is required to do so by Applicable Law, regulator, court order, law enforcement agency or internal policy.

7.3 The Bank shall not be liable for any loss, delay, refusal, blocking, freezing, reversal or reporting of a transaction resulting from any of the reasons in 7.2 above compliance, legal, regulatory or fraud prevention requirements.

7.4 Without prejudice to the foregoing, the Bank may, subject to Applicable Law and Partner rules, accept or decline a request by a sender to cancel, return, reverse or recall funds, or a request by a beneficiary to decline or not accept funds, provided that:

- a) the transaction has not been paid out or otherwise completed;
- b) the requesting party has been satisfactorily identified and verified;
- c) all required written instructions and supporting documents have been provided; and
- d) the relevant Partner permits such action.

7.5 Where disclosure is permitted by law, the Bank may provide the customer with general information on the reason for such action.

## 8. Transaction Limits

8.1 All remittance transactions shall be subject to:

- a) the Bank's internal limits
- b) Partner limits
- c) legal and regulatory caps

8.2 The Bank may decline, defer or escalate any transaction that exceeds an applicable limit until all required approvals are obtained.

## 9. Amendments

9.1 A Customer may request an amendment to an eligible remittance transaction, subject to the rules of the relevant

Partner, transaction status, applicable controls and successful verification of the Customer's identity and transaction details

9.2 All amendment requests must be made in writing and signed by the sender and must be accompanied by valid identification and such supporting documentation as the Bank may require.

9.3 Amendment requests may only relate to fields permitted by the relevant Partner.

9.4 The Bank may decline an amendment request where:

- a) the transaction has already been paid, collected, cancelled or completed;
- b) the amendment is prohibited by the relevant Partner;
- c) the requested amendment is unclear, inconsistent or unsupported; or
- d) there are legal, compliance, fraud or operational concerns.

9.5 The number of amendments permitted per transaction shall be limited to the number allowed under the applicable Partner rules.

## 10. Cancellations

10.1 A cancellation may only be effected where the transaction has not been collected, paid out or otherwise completed, and where cancellation is permitted by the relevant Partner and the transaction status.

10.2 Customer-requested cancellations may require written and signed instructions, proof of identity and compliance with all Bank and Partner requirements.

10.3 A cancellation request shall not be deemed successful unless and until confirmed by the relevant Partner.

## 11. Refunds

11.1 Refunds shall be subject to the rules of the relevant Partner, the status of the transaction, and the Bank's internal verification and approval procedures.

11.2 A refund request must be made in writing and signed by the sender, and be accompanied by valid identification and such additional documents or information as the Bank may require

11.2A For walk-in Customers, any approved refund may be paid through such method as the Bank may determine, including cash at a designated branch, banker's cheque, transfer to a bank account nominated by the sender, mobile money where permitted, or such other method as may be available, subject to satisfactory identification, written instructions, applicable limits, screening and Partner rules.

11.2B A reversal is not guaranteed and shall be subject to whether the funds remain available, whether the transaction has been paid out or completed, and whether the relevant Partner or receiving institution permits the reversal.

11.2C Any charges, deductions, exchange losses, administrative

fees or Partner fees associated with a reversal may be recovered from the Customer where applicable and permitted by law.

11.3 Refunds may only be considered where:

- a) the funds have not been collected or paid out; or
- b) There are circumstances deemed acceptable by the Bank and/or the relevant Partner.

11.4 Refund of principal and/or fees shall be strictly subject to Partner rules and may not be available in all cases.

11.5 A refund request shall not be deemed approved unless and until confirmation is received through the applicable approval and settlement channels, and the refund is processed through a method approved by the Bank.

11.6 Any timelines communicated for refunds are indicative only and may vary depending on the relevant Partner, approval process, investigations, settlement status and operational constraints.

11.7 Where reasonably practical, the Bank shall provide the Customer with an estimated timeframe for completion of the refund process.

## 12. Payout to Beneficiaries

12.1 The Bank shall pay remittance proceeds only to the person whom it reasonably identifies as the rightful beneficiary or authorized recipient in accordance with the information in the relevant Partner system and the identification presented.

12.2 The Bank may refuse payout where:

- a) the beneficiary's details do not match the system record or identification presented;
- b) the MTCN / Reference Number is incorrect or cannot be validated;
- c) a required security question is not satisfactorily answered;
- d) there are concerns regarding fraud, impersonation, coercion or third-party interference; or
- e) the transaction has been blocked, suspended, cancelled, reversed or otherwise restricted.

12.3 Payment may be made in Kenya Shillings or such other currency as may be permitted by the Bank, the relevant Partner and Applicable Law.

## 13. Customer Obligations

13.1 The Customer shall:

- a) provide complete, accurate and truthful information;
- b) keep the MTCN / Reference Number confidential and disclose it only to the intended beneficiary;
- c) promptly notify the Bank of any error, irregularity, unauthorized disclosure, suspected fraud or wrongful payout;
- d) cooperate fully with any investigation, compliance review or verification process; and
- e) ensure that the remittance service is not used for any unlawful, fraudulent, sanctioned or prohibited purpose.



13.2 The Customer shall be solely responsible for any loss arising from:

- a) inaccurate or incomplete information provided by the Customer;
- b) unauthorized disclosure of the MTCN / Reference Number;
- c) negligence, fraud or misrepresentation by the Customer; or
- d) failure to comply with these Terms and Conditions.

#### **14. Liability and Limitation of Liability**

14.1 The Bank acts as an intermediary in relation to the remittance services and does not control the external systems, correspondent institutions, settlement arrangements, payout agents, telecommunications infrastructure or actions of third parties involved in the processing of remittance transactions.

14.2 The Bank shall not be liable for any delay, non-payment, reversal, rejection, loss, damage or non-availability arising directly or indirectly from:

- a) system failure, downtime, maintenance or disruption affecting the Bank, the Partner or any third party;
- b) compliance reviews, sanctions checks, fraud prevention procedures, legal restrictions or regulatory action;
- c) acts or omissions of the relevant Partner, correspondent institutions, settlement entities or payout agents;
- d) inaccurate or incomplete information supplied by the Customer;
- e) failure of electricity, internet, telecommunications or public/private infrastructure;
- f) force majeure events including fire, strike, flood, civil unrest, terrorism, war, theft, embargo, communication failure or government action; or
- g) delays in direct-to-account crediting caused by receiving institutions.

14.3 Where liability is established against the Bank, the Bank's obligation shall be limited to using reasonable efforts to trace, reverse, reprocess or regularize the affected transaction, subject always to Applicable Law and Partner rules.

14.4 Under no circumstances shall the Bank be liable for any indirect, incidental, punitive, special or consequential loss, including loss of profit, loss of opportunity, loss of business or reputational damage.

#### **15. Complaints and Queries**

15.1 The Customer has the right at any time to lodge a complaint or raise a query regarding the remittance services.

15.2 Complaints may be made by visiting any of the Bank's branches or through the Bank's communication channels as listed below.

- a) Telephone: +254 20 3951 000 / +254 709 063 000; and
- b) Postal Address: P.O. Box 2051 - 00606, Sarit Centre, Nairobi, Kenya.
- c) Email: [contactus@cibke.com](mailto:contactus@cibke.com)

15.3 The Bank shall investigate complaints within a reasonable

time, but resolution timelines may depend on the relevant Partner, transaction status and the nature of the complaint.

#### **16. Data Protection and Disclosure**

16.1 The Customer acknowledges and agrees that the Bank may collect, verify, process, store, transfer and disclose personal data and transaction information for purposes including:

- a) processing remittance transactions;
- b) identification and customer due diligence;
- c) AML/CFT/CPF, sanctions and fraud screening;
- d) regulatory reporting and compliance with legal and regulatory obligations;
- e) complaints handling, audit, reconciliation, monitoring and risk management; and
- f) sharing with Partners (which may involve transferring their information outside of Kenya to allow the Partners to provide the service), settlement institutions, service providers, regulators, law enforcement agencies, agents and such other persons as may be necessary for service provision or compliance with law.

16.2 The Customer has the right to request a copy of the information held by the Bank, to fix any errors, or to ask for the deletion of their data as applicable under the law through the email: [dataprotection@cibke.com](mailto:dataprotection@cibke.com)

16.3 The Bank shall process personal data in accordance with applicable data protection laws, the Bank's privacy framework and retention policies. More information on how the Bank protects privacy can be found in the Bank's Privacy Notice available at any branch or on the Bank's website.

#### **17. Variation and Amendment**

17.1 The Bank may vary, amend, supplement, suspend or replace these Terms and Conditions at any time.

17.2 Notice of any such variation or amendment may be given by publication, branch notice, written communication, website publication, electronic communication or such other means as the Bank may determine.

17.3 Any variation or amendment shall apply prospectively from the effective date specified by the Bank and shall not affect remittance transactions already initiated, except where such variation is required by Applicable law, a regulator, or the relevant partner.

#### **18. Governing Law and Jurisdiction**

18.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Kenya.

#### **19. Acceptance**

19.1 By requesting, initiating, processing, receiving or otherwise using the remittance services, the Customer confirms that they have read, understood and agreed to be bound by these Terms and Conditions, together with the Bank's General Terms and Conditions, applicable tariffs, transaction forms, and service conditions made available on the Bank's website. Where a



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transaction is processed through Western Union, MoneyGram or Ria, such transaction shall also be subject to the applicable terms, conditions, operating rules and restrictions of that Partner, as may apply to the relevant service from time to time, available on the official Partner websites listed below.

· Western Union at <https://www.westernunion.com/ke/en/legal/terms-conditions.html>,

· MoneyGram at [moneygram.com/terms](https://moneygram.com/terms)

· Ria at [https://www.riamoneytransfer.com/en-gb/retail-terms/?utm\\_source=chatgpt.com](https://www.riamoneytransfer.com/en-gb/retail-terms/?utm_source=chatgpt.com)

19.2 The Customer further confirms that they have sought independent legal, tax, financial or other advice on the implications of these Terms and Conditions.

### **20. Declaration**

I have read and understood the Terms and Conditions necessary to obtain remittance services from CIB Bank Ltd and oblige to abide by them as amended by the Bank from time to time and notified through an appropriate manner.

The Customer agrees that the remittance services shall not be used for any illegal, unlawful, fraudulent or prohibited purpose, or in any manner that would cause the Bank or the relevant Partner to breach any applicable law or regulatory requirement. The Bank may decline, suspend, block, reverse, cancel or report any transaction suspected to be in breach of this clause.