

## TERMS AND CONDITIONS FOR CUB AND LEO ACCOUNTS

### The Agreement

1. In this Agreement:
  - 1.1. "We", "our", "us," "KCB" or "the Bank" means KCB Bank Kenya Limited and includes its successors in title and assigns.
  - 1.2. "You", "your" or "yourself" means the Parent or Guardian and includes your personal representatives and heirs.
  - 1.3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
  - 1.4. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.
2. This Agreement sets out the Terms and Conditions which shall apply to the KCB Cub and Leo Accounts; which are types of Savings Accounts offered by KCB (the "**Cub and Leo Accounts Terms and Conditions**", or "**Cub and Leo Accounts Terms**" or "**Terms**").
3. Please read these Terms carefully before you use any of the products or services availed to you to under the Cub and Leo Accounts. By agreeing to use any of these products or services, you are deemed to have read, understood and accepted all the conditions set out in these Terms; and you acknowledge and agree that they form a legal and binding agreement between you and the Bank, as may be amended, modified or supplemented from time to time.
4. These Terms supplement and are to be read together with:
  - 4.1. Our General Terms and Conditions, which are available on the Bank's website at <https://ke.kcbgroup.com/terms-and-conditions> or upon request at any of the Bank's branches (the "**General Terms**"); and
  - 4.2. The Terms and Conditions of any other platform, product, service, document, mandate or agreement governing your relationship with us as may be amended, modified or supplemented from time to time (together, the "**Additional Terms**"); and
  - 4.3. The Data Privacy Statement available at <https://ke.kcbgroup.com/data-privacy-statement> in effect from time to time.(altogether, the "**Applicable Terms**")
5. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the Additional Terms, (2) these Cub and Leo Accounts Terms, (3) the General Terms.
6. We may revise these Terms from time to time. Any amendment to these Terms shall become effective when posted on our website, [www.kcbgroup.com](http://www.kcbgroup.com), or the announcement thereof has been displayed or published by us, or we have given you at least Thirty (30) days' notice by other means as we deem appropriate in the circumstances. If you do not agree with the amendment, you may choose to discontinue use of our products or services. Otherwise, your continued use of our products or services shall constitute your agreement to be bound by any such revision.

## 7. Definitions & Interpretations

- 7.1. The words defined in the General Terms shall apply to these Terms unless specifically defined otherwise.
- 7.2. **“Account”** means the Cub and/or Leo Accounts offered by KCB under these Terms.
- 7.3. **“Application Form”** means generally, the form you complete when applying to open an account or to receive any of our product or services, with there being different application forms applicable for different products or services offered by us;
- 7.4. **“Bank”** or **“KCB”** means KCB Bank Kenya Limited incorporated in Kenya as a limited liability company under the Companies Act (Chapter 486 of the Laws of Kenya) and duly licensed as a Bank under the Banking Act (Chapter 488 of the Laws of Kenya) including but not limited to its successors in title and permitted assigns (whether immediate or derivative) and includes the Bank’s branches as may from time to time be specified by the Bank to you.
- 7.5. **“Cub”** means a minor who is aged between the 0 -12 years also referred to as "Cubbers"
- 7.6. **“Leo”** refers to a minor who is aged between 13-17 years.
- 7.7. **“Parent”** means biological or adoptive parent of the minor.
- 7.8. **“Guardian”** means a person who may be related to a minor or not, be appointed by biological parent(s) through a will/Deed executed by the minor’s parent(s) or Court appointed guardian through a Court Order.
- 7.9. **“Instructions”** means your directions or orders to us with respect to the operation of your account;
- 7.10. **“Mobile Banking Application”** means the KCB Bank Kenya Mobile Banking Application through which the Customers of the Bank or registered Users of the Application, may access and use such products or services as provided through Application, subject to the Additional Terms.
- 7.11. **“Personal Data”** any information relating to an identified or identifiable natural person provided by You as per these General Terms and any other Specific Terms You may enter into.
- 7.12. **“Personal Data Breach”** means a breach of security of leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- 7.13. **“Personal Information”** means Your Personal Data and confidential information or that of a Connected Person and includes all the details that the Bank holds or collects from You, directly or otherwise, Your transactions, financial information, interactions and dealings with the Bank and information collected through the use of the Bank’s website, cookies, and electronic banking services.
- 7.14. **“Sensitive Personal Data”** means data revealing a natural person's race, health status, ethnic social origin, conscience, belief, genetic data, biometric data, property details, marital status, family details including names of the person's children, parents, spouse or spouses, sex or the sexual orientation of the data subject.
- 7.15. **“Third Party”** means, with respect to Data Processing, such natural or legal person, public authority, agency or other body, other than the data subject, data controller, data processor or persons who, under the direct authority of the data controller or data processor, are authorised to process personal data.

## 8. Ownership of Cub and Leo Accounts

- 8.1. The Cub or Leo Account is a savings account that is the property of, and is operated by you as the Parent(s) or Guardian(s) of the Cub or Leo, and you will enjoy access to any of the features approved for this account, subject to, where applicable, upon acceptance of their Applicable Terms.
- 8.2. At all times, you remain liable for any actions taken with respect to the Cub or Leo Account, and will be responsible for any features, promotions or offers selected for participation on behalf of the Cub or Leo.

## 9. Features of Cub and Leo Accounts

### 9.1. Differentiation between Cub and Leo Accounts

A Cub account and Leo account enjoy the same features, except as follows: -

- 9.1.1. A cub account will **automatically transition** to be known as a Leo account (a “Leo”) on the 13<sup>th</sup> Birthday of the minor, and notification of the same will be sent to you using the contact details provided on the account opening. If the minor is 13 years or above at the time of account opening, the Account will be opened as a Leo Account.
- 9.1.2. Upon transition to a Leo Account, we may, from time to time, share with you educational material, promotions, opportunities for club memberships, investment opportunities and other information specific to a minor of this age, that you may use or share with the minor. In the event that you would not like to receive this information, please contact us through our Contact Centre.

### 9.2. Minimum Balance

- 9.2.1. The minimum opening balance for Cub and Leo accounts shall be Kenya Shillings One Thousand (Kes 1,000) Only (“the Minimum Balance”).

### 9.3. Interest/Fees and Charges

- 9.3.1. Cub and Leo accounts, as Savings accounts will earn interest based on their accounts with credit balances above the Minimum Balance, at such rates as will be calculated and determined by the Bank from time to time.
- 9.3.2. This interest shall accrue to the end of day balance on the account calculated monthly based on the credit balance, and shall be credited to the account on an annual basis.
- 9.3.3. We reserve the right to vary the interest rates from time to time provided that you will be notified of any changes to the interest rate applicable to the Account at least Thirty (30) days prior to the change.
- 9.3.4. Cub and Leo accounts shall be operated free of any transaction fees or commissions payable in respect of the use of any of the Bank’s products or services.

### 9.4. Transactional Products

- 9.4.1 All transactions initiated from Cub and Leo Accounts are carried out at no cost, and limited to one (1) withdrawal per month.
- 9.4.2 Any Standing Order to a Cub or Leo Account from a KCB Account shall be carried out at no cost to the sender. All other credit payments into a Cub or Leo Accounts shall be subject to the applicable transaction fees.

## 10 Account Maturity

- 10.1 Upon maturity of a Leo to an adult of 18 years, you will be required to transfer the funds in the account to an account that is duly opened and operated in the name of the Leo, or issue such other instructions to the Bank with regard to the disposal of the funds; and thereafter close the account, following the Bank's established procedures.
- 10.2 The account will be restricted from any transactions and it shall not accrue any interest after a transition period of Three (3) years upon maturity of the Leo, where no action has been taken to close the account.

## 11 Data Protection

- 11.1 KCB is committed to respecting and protecting the privacy of Personal Data. The KCB Group Plc Data Privacy Statement ("the Privacy Statement"), as updated from time to time, explains how KCB treats Personal Data, who we share Personal Data with, and measures taken to protect Personal Data.
- 11.2 By using applying to open this account, you acknowledge that you accept the terms of the Privacy Statement available at <https://ke.kcbgroup.com/data-privacy-statement> and the consent and authorize us to collect, use, store, disclose, process and transfer your Personal Data in accordance with the Privacy Statement.
- 11.3 In particular, in order to provide this Account and the associated features to you we may need to share certain information pertaining to your and the Cub or Leo's Personal Data with Third Parties that will enable you enjoy the features made available, including but not limited to yours and the Cub or Leo's, as applicable:
  - 11.3.1 Full Name;
  - 11.3.2 Birth Certificate or other birth notification document;
  - 11.3.3 Passport or National ID number;
  - 11.3.4 KRA PIN;
  - 11.3.5 Date of Birth;
  - 11.3.6 Nationality;
  - 11.3.7 Deposit balance;
  - 11.3.8 Phone number;
  - 11.3.9 Email address
- 11.4 We may hold and process, any information obtained about you or the Cub or Leo, subject to the limitations provided by law and in accordance with our privacy statement.
- 11.5 You can contact KCB at any time in relation to the use, access, rectification, restriction of your Personal Data through any of the available Contact Centre channels which include telephone 0711 087000 or 0732 187000, SMS: 22522 or by writing an email to: [contactcentre@kcbgroup.com](mailto:contactcentre@kcbgroup.com).
- 11.6 You acknowledge that the Bank may retain personal data and/or information for a period of up to seven (7) years or as may be required by law.

## 12 Customer Support and Complaints

12.1 You may bring your complaint to our attention with the contact information provided below and we will aim to deal with any complaints promptly and fairly. A copy of our complaint's procedure is available on request from our Contact Centre.

SMS number 5222 and

WhatsApp number 0711 087087.

Telephone: +254 711 087000, +254 732 187000, +254 20 2287000.

Email: [contactcentre@kcbgroup.com](mailto:contactcentre@kcbgroup.com)

12.2 We will take all measures within our means to resolve your complaints within a reasonable time.

12.3 All complaints will be handled in accordance with the Bank's complaints handling procedures, which are available on request from any Bank Branch or the Customer Care Centre. Where a notification regarding your complaint or any other matter is expected from the Bank but not received, you may make a further complaint within a reasonable time after non-receipt of such notification.

**Regulated by Central Bank of Kenya**