



TERMS AND CONDITIONS FOR THE I&M SALARY ADVANCE LOAN

The following terms & conditions apply to the I&M Salary Advance Loan provided by I&M Bank Limited to employees of its Business Banking customers. This Agreement is subject to any additional agreements made in writing between the Bank and its Business Banking customers /Corporates and/or Borrowers and is subject to the Bank's General Terms & Conditions and the Bank's Privacy Notice, which may be amended from time to time and are available at <https://www.imbankgroup.com/ke/terms-and-conditions/>.

DEFINITIONS:

In this Agreement, unless the context requires otherwise:

1. **Agreement:** refers to the employee's/borrower's application through opt in and acceptance of terms and conditions.
2. **Alert(s):** refers to customized messages sent to the Borrower's Mobile Phone Device via Short Messaging Service (SMS), email, or other modes of communication.
3. **Applicable Law:** refers to, any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, consent of a governmental authority, or any published directive, guideline, requirement, international treaty obligation or other governmental or inter-governmental restriction that has the force of law, any determination by, or interpretation of any of the foregoing by, any judicial authority, that is binding on such person whether in effect as of the date hereof or as of any date thereafter.
4. **Approved:** refers to the Bank's acceptance of the Salary Advance Loan facility applied for, or a lesser amount as the Bank may, at its sole discretion, agree to advance to the Borrower. This includes any terms of the approval related to costs, applicable interest rates, or other conditions. "Approval" shall have a corresponding meaning
5. **Borrower:** refers the applicant(s) or employee of a business Banking customer, as specified in the application/upload on OTG, including their personal representatives and assigns.
6. **Bank:** refers to I&M Bank Limited
7. **The Salary Advance Loan:** denotes a financial arrangement where a loan is extended to an employee of an approved Business Banking customer
8. **Disbursement:** refers to the crediting of the approved loan into the borrower's/employee's account.

Loan Overview



- The Salary Advance loan enables eligible customers to access a portion of their upcoming salary in advance, subject to the bank's approval and terms agreed upon with corporate/employer.

Eligibility

- The employer/Business Banking customer must be enrolled for the Salary Advance service with the Bank for its specific employees. The list of employees may be amended by employer from time to time.
- Employees or customers must have an active account with I&M Bank and must have opted into the service
- Employees must be in the monthly list provided by the corporate/employer to access the Salary Advance
- The employees must opt in to the service through the Bank's USSD code *458#.

Application Process

- By dialing the Bank's USSD code *458# and accepting the facility, the Borrower is deemed to have 'opted-in' meaning they have read, understood, and accepted all the Terms and Conditions of the Salary Advance Loan. If the Borrower, after opting in, decides not to apply for the Salary Advance Loan, they can opt out using the same USSD code *458#. The Borrower will receive an alert upon opting in or out of the facility.

Conditions precedent

- The Bank's obligation to disburse any Salary Advance Loan facility is contingent upon the Borrower opting in and accepting the facility's terms and conditions.
- The Borrower's opting in shall be deemed conclusive evidence of their agreement to be bound by all the terms and conditions.

Access Fee

- A 4% access fee will be applied on the amount advanced.
- The fee is subject to excise duty as may be determined by law from time to time
- The fee is non-refundable and will be deducted from the advance at the time of disbursement.
- The Bank legally reserves the right to vary the charges as it may determine in its absolute and sole discretion from time to time in line with Applicable Laws.

Advance Amount



- The advance amount is subject to a maximum limit, as agreed upon and determined by the Business Banking customer/employer and the bank. This may vary depending on the arrangement between the Bank and the Employer.

Repayment Terms

- The salary advance will be automatically repaid through a direct debit from the next salary credit during salary processing
- If the salary does not cover the full amount of the advance, the remaining balance will be collected from the customer's account, with applicable fees charged.

Interest and Additional Charges

- Penalty interest will be charged on any outstanding balance that is not repaid during salary processing. The applicable rates shall be published from time to time on the Bank's website.
- The Central Bank of Kenya may from time to time and at its sole discretion and within the limit permitted by law revise the CBR (Central Bank Rate) and shall publish the revised CBR. The Bank may from time to time at its sole discretion and within the limits permitted by law revise the Margin and applicable rate or rates of interest payable and any such change will not prejudice in any way the Bank's right to recover interest charged subsequent to such change. Provided that any change in the Central Bank Rate shall apply with immediate effect with no requirement for prior notice.



Other Expenses

- The Borrower shall pay to the Bank, and shall fully indemnify and reimburse upon demand, all costs, charges and expenses (including legal and other professional expenses, stamp, registration or other duties and any VAT) incurred by the Bank in connection with the preparation and execution of, the obtaining of any documents required under, and the enforcement of, or preservation of any rights under this Agreement or otherwise in connection with the Facility(ies). Failure to pay these amounts on their due dates or on demand date as applicable, the Bank reserves the right to debit the same together with any interest accrued on the amounts from the Borrower's account.

Termination and Cancellation

- The bank reserves the right to terminate or suspend the service at its discretion.
- The customer may opt out of the service by dialing the USSD service (*458*3#), subject to any outstanding balances being cleared.

Liability

- The customer must ensure there are enough funds in their account to repay the salary advance loan and any associated fees if the employer does not remit salaries as agreed
- The bank is not responsible for any delays or failures in the salary payment process that may impact the repayment of the advance.

Amendments

- The bank reserves the right to amend these Terms and Conditions at any time, with notice provided to the customer.

Other provisions

- All payments due to be made by the Borrower hereunder, whether of principal, interest or otherwise, shall be made without regard to any equities between the Borrower and the Bank and free and clear of, and without deduction or withholding for, or on account of, any taxes, except to the extent the Borrower is required by law to deduct or withhold any taxes on any amounts payable hereunder, in which case the Borrower shall promptly pay to the Bank such additional amount as is necessary to ensure that the net amount received by the Bank after the required deduction or withholding(including, without limitation, any required deduction or withholding on such additional amount)is equal to the amount that the Bank would have received had such deduction or withholding been made.



- The Borrower hereby agrees that the Bank may at anytime without notice or further demand. Notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the Borrower's then existing accounts wherever situate including any accounts in the Bank or of the Borrower jointly with others (whether current, deposit, loan or of any other nature whatsoever whether subject to notice or not and whether Kenya shillings or in other foreign currency and set off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any obligations or liabilities of the Borrower to the Bank whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint. For this purpose, the Borrower hereby irrevocably authorizes the Bank to recover with the moneys standing to credit of such accounts such currencies as may be necessary to effect such set off or transfer at the exchange rate.

Data Protection

The Borrower, by entering into this arrangement, and, by opting in, has consented to the provision of his personal data to the Bank. All personal data contained in the agreement shall be processed in accordance with the Bank's Data Protection Policy and Privacy Notice on the protection of individuals with regard to the processing of personal data it and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the obligations in this agreement and without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Data Protection Act, 2019 Laws of Kenya (Act No. 24 of 2019) and/or third parties who may be engaged by the Bank in the furtherance of its obligations. . The Borrower may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete.