

## TERMS & CONDITIONS

The terms and conditions as set out hereunder become binding on your accessing the website of African Bank Limited (inclusive of any of its affiliates) (“the Company”) for the first time and constitute a binding agreement between the Company and you, as the user. The current version, as viewed on the website, shall be the conditions that govern our respective rights and obligations each time that you access the Company’s website.

### Online services

The Company’s online products and services are subject to registration procedures and approvals, which the Company may accept or reject, in its sole discretion. All products provided by the Company are governed by separate terms and conditions, which may be viewed on the website, prior to completing the application process.

### Nature of information on the site

Nothing on this site should be treated as an offer but merely as an invitation to do business with the Company. All online applications submitted by you are subject to final approval by the Company. On your application being submitted, a consultant, agent or employee of the Company will contact you to acquire any further information that may be needed and to finalise the required written documentation. All information contained on the website is provided “as is” and should not be treated as professional or investment advice of any kind. You should consult your own professional advisors before relying on any information on this site.

### Customer communications

You acknowledge that the Company may use email and notices on this website, as the Company’s main communication tool for all communications relating to this website, or these terms and conditions.

An email message will be considered by the Company to be sent: -

- by you, at the time when the Company is capable of accessing your message;
- by the Company, at the time when the message is shown as having been sent, or if not so shown, at the time shown on the Company’s computer system as having been sent.

An email message will be considered by the Company to be received: -

- by you, on the message becoming capable of being retrieved by you;
- by the Company, on the Company confirming receipt thereof to you, or responded thereto, whichever is the earlier.

### Amendment to these conditions

The Company may amend these terms and conditions from time to time. By accessing this website you are bound to the version of the terms and conditions published at the time of your visit to the website. You agree to view the current version each time you access the site. A certificate signed by the administrator responsible for maintaining this site will be prima facie proof of the date of publication and content of the current version and all previous versions of the conditions.

### Linked third party sites

The Company’s website may contain links to other third party websites with information and material produced by other parties. While the Company tries to provide links only to reputable websites, the Company cannot accept responsible or liability for the information provided on other websites.

### Permission for hyperlinks, deep linking, crawlers and meta tags

No one may establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise (collectively referred to as linking) to this site or any subsidiary pages before receiving prior written approval from the Company, which approval may be declined, in the Company’s sole discretion or may be granted subject to certain conditions. Where the Company fails to respond to your request within five business days, you may consider your request as having been declined. Breach of these conditions entitles the Company to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to the Company on an attorney and own client scale.

### The Company’s intellectual property

The Company shall at all times retain all copyright and other intellectual property rights in and to its material, including logos and other graphics and multimedia works published on or via the Company’s website. You are authorised to print such printouts, provided that:

- the material is used for the purposes of considering use of the online services and for no other commercial purposes;
- any reproduction of the Company’s proprietary material as contained on the Company’s website or any part thereof must include the Company’s copyright notice in its entirety.

The logos and trademarks shown on this website are the Company’s registered and unregistered trademarks or that of third parties. Nothing on this site should be construed as granting any licence or right to use any trademark without the Company’s prior written permission and/or that of third parties concerned, as the case may be. You may not, without the Company’s prior written permission, use the intellectual property of the Company or that of third parties for any other purposes. Irrespective of the existence of copyright, the Company is the proprietor of all material on its website, whether it constitutes confidential information or not.

### Software

Your failure to use these the latest versions of Microsoft Internet Explorer, Mozilla Firefox, Chrome or Safari browsers may result in a higher security risk and/or cause some or all of the functionality of the website not to operate properly or at all. Where the Company makes available certain software for download, use of such software is governed by licence conditions that establish a legal relationship with the licensor. You indemnify the Company against any breach of these licence conditions. The Company does not warrant that the software made available is of a suitable quality or fitness for purpose for which you wish to use it.

No warranty, whether express or implied, is given that any files, downloads or applications available via this website do not contain viruses, trojans, bombs, time-locks or any other data or code that has the ability to corrupt or affect the operation of your computer, database, network or other information system.

#### **Transmission of information**

Information transmitted via an unsecured link over the Internet, including email, is susceptible to potential unlawful access, distortion or monitoring. The Company has attempted to limit the risks inherent in communicating via the Internet, by the implementation of its privacy and security policy. The provisions of the Company's privacy and security policy may be viewed on this website. Notwithstanding the implementation of this policy, the Company is not capable of preventing unlawful activities by unscrupulous persons and as such, you accept that the Company cannot be held liable for any loss, harm or damage suffered by you as a result. To limit these risks, the Company may request independent verification of any information transmitted by you via the website or email from time to time.

#### **Termination, suspension and limitation**

The Company may modify, suspend or discontinue its website, whether temporarily or permanently, without notice. The Company may further impose limits or conditions on the access to certain services, features or functions.

#### **No warranties or representations**

The Company gives no warranties or representations of any nature. The Company does not warrant that the website or online services will be error-free or that it will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. The Company expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

#### **How disputes will be resolved**

Where any disputes arises in connection with the Company's website, or the use thereof, such dispute will be submitted to and decided by arbitration. Such arbitration will be held with only the parties and their representatives present at the offices of the Arbitration Foundation of Southern Africa, Sandton, Gauteng, South Africa. The arbitration will be governed by the rules of the Arbitration Foundation in terms of South African law and will be heard by an arbitrator or arbitrators appointed by the foundation. Either party will be entitled to have the award made an order of court of competent jurisdiction. Notwithstanding the aforesaid, either party may approach a court of competent jurisdiction where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction.

#### **Capacity to enter into agreements**

You hereby warrant to the Company that you have the required legal capacity to enter into and be bound by contractual terms. Where you are an un-emancipated minor, you require the assistance of your legal guardian, when accessing this website and being bound by these conditions.

#### **Domicilium citandi et executandi**

Our chosen address for any legal notice is: -  
Group Legal department  
African Bank, Head office  
59 16<sup>th</sup> Road  
Halfway House  
Midrand

#### **Applicable law and jurisdiction**

These terms and conditions will be governed and construed in accordance with the law of the Republic of South Africa.

#### **General provisions**

The headings of the clauses in the terms and conditions are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms or the conditions. No failure or delay to exercise any of the Company's rights will be construed as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part these conditions or prejudice the Company's rights to take subsequent action against you. If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable, such term, condition or provision will be deleted from the remaining terms, conditions and provisions, which will continue to be valid to the full extent permitted by law.