

## VIRTUAL BRANCH - TERMS & CONDITIONS

Virtual Branch is African Bank's online and mobile services, which enables customers to access account information and services, manage account payments, learn about and apply for products using digital channels. These Terms and Conditions (Rules) apply to the registration for and use of the Service/s and constitute an agreement between you ("the Customer") and African Bank when you register and make use of the Service/s or make use of the Service/s for the first time. You must note that these Terms and Conditions may be changed from time to time and the latest version applies each time you access and use the Service/s.

### Section A: Definitions (What we mean)

1. "The Service/s": means African Bank Virtual Branch, which enables you to access product information and services, and obtain information about your Account/s held with us.
2. "You/the Customer": This means any person who accesses and uses the Service/s.
3. "We/Us/Our/ African Bank": This means African Bank - a registered bank and Authorised Financial Services Provider.
4. "Account/s:" means any one of your Accounts held with us that we deem acceptable for registration and use of the Service/s and which account is called the transactional account herein.
5. "Prepaid products": means any prepaid airtime or third party prepaid credit purchases as the case may be.
6. "Registered cellphone number": the Customer's cellphone number that is captured during the registration process and used to access the Service/s.
7. "Other cellphone number": means any cellphone number, other than the Registered cellphone number, that you specify for use with the Service/s and when using the Service/s, including the purchase of prepaid products.
8. "PIN" (Personal Identification Number): a unique code consisting of numbers only either created by you when you register on the website or issued to you following registration in branch.
9. "Username": your personal identity or profile created when you register for access to the Service/s.
10. Digital channels: means the online and mobile devices by which the Customer connects to and accesses the Service/s, including but not limited to cellphone, tablet, telephone, notebook and desktop computer.
11. "SMS": means a short message service consisting of text messages.
12. "USSD": means Unstructured Supplementary Services Data, which allows you to access the Service/s by browsing text menus, in this case, on your cellphone.
13. Mobile app (short for application): means software developed to enable you to access the Service/s on a mobile device. The app is downloaded and saved on the device.
14. IVR (Interactive Voice Response): means the technology that allows you to access and use the Service/s using recorded voice menus and instructions entered via a cellphone or telephone keypad.
15. Internet: means the world wide network of computers which provide online access to information, resources and services.

### Section B: Registration

1. You do not have to register and/or login to obtain access to general information about products and services, acquire products and use specified services.
2. Protecting your confidential information and preventing unauthorized access to your account/s is our priority, therefore we may restrict the information and services that you may access if you are not registered and / or logged in.
3. You will be required to register and log in to access the full range of services available. In order to register for the Service/s, you must:
  - 3.1. Have an active cellphone number with 10 digits, which is connected to a registered national cellphone network that is operating within the national borders of South Africa.
  - 3.2. Accept these Terms and Conditions (Rules), which govern the use of the Service/s.
  - 3.3. Create a 5 digit PIN which you will use to login and access specific account information and services.
4. Upon registration, your username is defaulted

### Section C: Using the Service

1. You should not store or save your Username and PIN on your device in any form whatsoever. This will ensure that no one can access your Account information as they will need to know your Username and PIN in order to log in and access the Service/s.
2. You must have enough money in your transactional account to complete purchase and payment transactions. If you do not, we retain the right to decline any authorisation relating to the transaction.
3. Prepaid purchases, including airtime, data and SMS bundles, are subject to the following: -
  - 3.1. The default maximum limits are R1000 daily and R2000 monthly. This means that you may purchase prepaid products up to the value of the daily and monthly limits.
  - 3.2. Your daily and monthly limits must be enough to complete the request.
4. You may telephone the Contact Centre on 0861 000 351 for immediate assistance with regards to any aspect of the Service/s or you may visit any African Bank branch.
5. You must advise us immediately if you think that your PIN has been compromised so that we can prevent access to the Service/s by someone else using your PIN.
6. If you think you have been a victim of fraud, you must inform us as soon as you become aware that a suspicious transaction has occurred on your Account/s and open a case at your nearest South African Police Service's offices. You will also be required to co-operate with us and the police in any investigation conducted into losses you suffer. We will investigate all reported cases of fraud and, provided that you have complied with the safety measures listed in the Security features, we will reimburse you after the investigation for any losses suffered due to fraud committed via the Service/s.

### Section D: Security features of the Service/s

1. The main security feature of the Service/s is the registration process and log in process for access to specific Account information and services;

2. We may, as a condition of you accessing the Service/s and for identification, verification and security reasons ask you to confirm personal information.
3. Following registration in branch, you will receive an auto generated temporary PIN by SMS. This PIN is valid for thirty (30) days from date of registration. You will be prompted to change this PIN and create a new 5-digit PIN on your first attempt to login on any of the Virtual Branch channels.
4. When you create or change your PIN, the PIN may not be made up of numbers in order e.g. 12345 or 65432 or the same number repeated e.g. 11111. No more than 2 numbers may be repeated e.g. 22533.
5. Your PIN may not be the same as your African Bank card PIN.
6. Access to the Service/s will be suspended following 3 invalid / incorrect PIN entries.
7. You are responsible for the security of your PIN.
8. You must not under any circumstances save your PIN on your device in any way whatsoever. If your device automatically saves your PIN, it is your responsibility to delete it. This will ensure that no one can use your PIN to login and use the Service/s.
9. You should not disclose your PIN to anyone, including any employee of African Bank.
10. If anyone obtains your PIN and uses it to login and access the Service/s, it will be assumed that this person is you. Any transactions authorised by this other person using your PIN are legitimate and will be acted on. You will be liable for any transactions processed during this period until you advise us to suspend or block access to the Service/s.
11. Do not use any public device, for example a computer at an Internet cafe, to access the Service/s. Public devices are not safe because you do not know what software or hardware may be on them. For example, they may use spying technology to find out numbers or passwords you type on a keyboard. These could be used to access your Account to defraud you or steal your money.
12. Phishing is a form of identity theft in which fraudsters masquerade as reputable institutions such as banks or retailers. These fraudsters then urge you to provide your sensitive information like identity numbers, card numbers and PINs. They then use this information to defraud you.
13. Remember that we will never ask you to disclose your PIN or password in any communication or interaction with any employee of the Bank. Should you ever receive a request to confirm your PIN or password, be very cautious. Fraudsters may telephone you and pretend to be from African Bank or send emails or communication that look like official bank emails in an effort to obtain your Account and PIN details. Should you ever receive a phone call or an email like this, do not respond to it; rather end the call or forward the email to phishing@africanbank.co.za and we will act on it.
14. Each time you access the internet channel you must ensure that you are on the African Bank website by checking that the address is correct i.e. www.africanbank.co.za, and that the site is secure by looking for the following:
  - 14.1. The security certificate located in the bottom left of your browser
  - 14.2. When logged in, the address begins with https:// and is preceded by the unbroken lock displayed in the address field.

15. You must ensure that you log out after each instance of using the Service/s. If you do not log out someone else may access your Account without your permission and could defraud you or steal your money and we will not be responsible if this happens.

#### **Section E: Fees/Costs (Does the Service cost you money?)**

1. African Bank does not charge a subscription fee for access to the Service/s.
2. The African Bank mobile app is available for free download.
3. By using the Service/s you authorise African Bank to debit your transactional account with any transaction fees for using the Service/s that may be introduced and communicated to you in our pricing brochure available at any African Bank branch or on our website: <http://www.africanbank.co.za>. The fees are reviewed on an annual basis and will be communicated to you at the time of the annual price review.
4. African Bank may at any time amend or introduce fees for the Service/s and will advise you within a reasonable time of such changes
5. Any airtime, SMS and data connection charges incurred when accessing the Service/s using your device is subject to the terms and conditions of access of your network service provider and will need to be settled between you and the relevant network service provider. These charges are subject to change at the sole discretion of your network service provider.
6. For menu-driven services such as USSD, if premium rated, the price for the service will be clearly stated. Any additional costs associated with browsing specific menu selections will also be clearly indicated. "Premium Rated" shall mean any charge above the standard rate charged to the customer.
7. SMS and USSD are at present charged to you at standard rates. These rates are subject to change at the sole discretion of the network service provider.

#### **Section F: Liability and Exclusions of Liability**

1. You will be liable for:
  - 1.1. Any unauthorised transaction that has been debited to the Account/s through any person other than you using your PIN, unless it can be proved that such person obtained the PIN as a result of our negligence or fraud.
  - 1.2. All transactions, including the payment of fees up until the Service/s is terminated. If there are any transactions or fees unpaid by you after termination of the Service/s, you will remain liable for the full outstanding amount owed to African Bank. In this regard we reserve the right to offset any unpaid transactions or fees from any Account held by you with us.
2. You agree to use the Service/s at your own risk. We will not be held liable for any loss or damage whatsoever, unless such loss or damage arises from our gross negligence or intentional misconduct.
3. If we offer software to you on or through any of the channels, any license agreement is between you and the software's licensor (Owner). You indemnify us against any breach of a software licence. We cannot guarantee that the channels do not contain software or data that can negatively affect a device or computer system, such as viruses, trojans and other malicious software.
4. You indemnify us against any claims by third parties or loss suffered by you arising from the use of the Service/s.

5. Prepaid products purchased using the Service/s are sold under the terms and conditions of the applicable network operator or service provider and the Terms and Conditions of the Service/s herein do not supersede the purchase agreement between you and the network operator or service provider.
6. Prepaid purchases are non-refundable.

### Section G: DISCLAIMERS, WARRANTIES AND REPRESENTATIONS

1. African Bank shall not be responsible, or liable for, any loss, damage or expense of any nature whatsoever which may be suffered by you or a third party as a result of or occasioned by the failure by African Bank to perform or process a transaction as a result of acts, events or circumstances beyond African Bank's control, including among other things, failure, unavailability or malfunction of any networks or third party systems and power failures.
2. African Bank may use the services of other third party organisations to provide information on its website. African Bank has no control over the third party information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. African Bank will not be directly or indirectly liable for any damages that may arise from any reliance by you on it.
3. Our website may contain certain images and links to other third party websites ("linked sites") with information and material produced by other parties. The linked sites are not under the control of African Bank and African Bank is not responsible for the content of any linked site, including without limitation any link contained in a linked site, or any changes or updates to a linked site. African Bank is not responsible for webcasting or any other form of transmission from linked sites nor is African Bank responsible if the linked site is not working appropriately.
4. All information appearing on our website is provided without representation or warranty whatsoever, whether expressed or implied, and African Bank disclaims any liability to you in this regard.
5. African Bank does not warrant that the Service/s will be error-free.

### Section H: Termination, Suspension and Limitation

1. Availability of or access to the Service/s is at African Bank's discretion. You acknowledge and agree that African Bank is entitled in its sole discretion from time to time to replace, substitute or withdraw any availability of the Service/s using a particular channel.
2. African Bank may:
  - 2.1. Set limits or conditions on the right to access certain features or functions of the Service/s.
  - 2.2. Restrict access to parts of or all of the Service/s; and
  - 2.3. Modify, suspend or discontinue the Service/s, whether temporarily or permanently, without notice.

### Section I: Customer Communications

1. You undertake to update your personal details including contact details on a regular basis and that you shall not hold the bank liable for any damage or loss you suffer as a result of you providing the bank with incorrect details.
2. You acknowledge that African Bank will use e-mail as African Bank's main communication tool for all communications relating to the Service/s (alternatively we will use your preferred communication tool), or these Terms and Conditions.
3. If an e-mail is used, then an e-mail message will be deemed to be sent:

- 3.1. by the user, at the time at which African Bank is capable of accessing such message;
- 3.2. by African Bank, at the time shown on the message as having been sent, or if not so shown, at the time shown on African Bank's computer system as having been sent.
4. A message is deemed to be received:
  - 4.1. by you once it becomes capable of being retrieved by you;
  - 4.2. by African Bank, once African Bank has confirmed receipt thereof to you, or responded thereto, whichever is the earlier.
5. A message shall be attributed:
  - 5.1. to you, if it purports to have originated from you, irrespective of the fact that someone else may have impersonated you or whether the message sent to African Bank resulted from an error or malfunction in the communication system;
  - 5.2. to African Bank, if it has been sent by a duly authorised representative and such representative acted within the scope of such authority or by an automated system programmed by African Bank and such system operated without error or malfunction.
6. Unless otherwise provided for in these Terms and Conditions confirmation of receipt of your message is required to give legal effect to such message.

### Section J: GENERAL

1. You grant us authority to monitor, intercept, record and use as evidence all forms of correspondence or communications received by or sent from African Bank or any of its employees, agents or contractors.
2. Except where African Bank is legally compelled by law or a court order or a duty to the public exists or where you give African Bank consent or where the rights and/or interests of African Bank requires it, African Bank undertakes to keep all information obtained, furnished, transmitted, conveyed by you confidential.
3. In effecting any transaction, African Bank shall not act, nor shall it be deemed to be acting, as your agent or an agent of any payee.
4. You shall not cede, delegate, make over or transfer any rights or obligations in respect of, or arising out of, these Terms and Conditions without African Bank's prior written consent. African Bank may cede, delegate, make over or transfer any of its rights or both its rights and obligations under these Terms and Conditions to any person.
5. African Bank shall not be liable for any consequential damages suffered by you, howsoever arising, as a result of your failure to comply with your obligations in accordance with these Terms and Conditions. African Bank's total liability shall, in no circumstances, exceed the actual amount of the transaction or transactions in dispute.
6. If any provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.
7. African Bank is providing the Service/s to you only as a convenience, and the inclusion of any third party links does not imply endorsement by African Bank of their business and security practices.
8. You hereby consent to the jurisdiction of the Magistrate's Court in respect of any disputes arising in connection with the use of the Service/s, or these Terms and Conditions or any matter related to or in connection therewith.