

TERMS AND CONDITIONS FOR YOUR USE OF AFRICAN BANK'S ELECTRONIC BANKING CHANNELS ("TERMS")

1 INTRODUCTION

- 1.1 These Terms apply to all persons who use any of the Electronic Banking Channels (defined in clause 2.1.6 below) offered by African Bank Limited (registration number: 2014/176899/06) ("**African Bank**", "**us**", "**we**" or "**our**").
- 1.2 **If you are younger than 18, you need to get the consent of your legal guardian or parent to use our Electronic Banking Channels.**
- 1.3 You will be bound by these Terms when you: (i) accept these Terms in the format prescribed by African Bank; or (ii) register to use any Electronic Banking Channel; or (iii) are able to access and use any Electronic Banking Channels; or (iv) when you actually use any Electronic Banking Channels.
- 1.4 These Terms will apply regardless of the Device that you use to connect to the Electronic Banking Channels. Unless otherwise stated, these Terms apply to the use of all Electronic Banking Channels. However, some of these Terms apply only to certain Electronic Banking Channels and different terms may apply depending on purpose for which you are accessing any of the Electronic Banking Channels. In other words, if you do not use one of the Electronic Banking Channels, the terms and conditions that apply only to that Electronic Banking Channel will not apply to you and if you do not take up certain African Bank Products or services from African Bank, certain terms and conditions that apply to those African Bank Products or services will not apply to you.
- 1.5 These Terms will be made available to you on our website: <https://www.africanbank.co.za> ("**Site**"), on the Mobile Banking Application or on request.
- 1.6 **These Terms form an agreement between you and us, so please make sure that you read them carefully and understand all of the terms and conditions set out below.** Important clauses, which may limit African Bank's responsibility or involve some risk for you, are reflected in **bold**. You agree to pay special attention to these clauses.
- 1.7 Nothing in these Terms is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created in terms of the Consumer Protection Act, 2008 or Chapter VII of the Electronic Transactions and Communications Act, 2002, where such legislation is applicable.
- 1.8 **We may change these Terms from time to time (in accordance with clause 26) and the latest version will apply.**

2 DEFINITIONS

2.1 In these Terms, unless the context indicates otherwise, the following capitalised words will have the meanings given to them –

2.1.1 "**Access Code**" means your secret passwords that you use to access any of the Electronic Banking Channels and includes examples such as your personal identification number (PIN), one-time PIN (OTP), automated teller machine (ATM) card numbers, user names, passwords, and the Mobile Banking Application digital identity code;

2.1.2 "**African Bank Product**" means any product or service offered by African Bank to its customers from time to time (see Site for list of African Bank Products). Examples of these products are African Bank's My World Account and Fixed Deposit Account;

2.1.3 "**App Store**" means a mobile application store from which you can download the Mobile Banking Application;

2.1.4 "**Customer**" means an individual person that is a client of African Bank, including a My World Account Holder;

2.1.5 "**Device**" means the equipment (including operating software) that you use to access the Electronic Banking Channels and includes examples such as a personal computer, laptop, cell phone, smart phone, tablet, smart television, or any other similar technology;

2.1.6 "**Electronic Banking Channels**" means any of the self-service remote banking channels made available by African Bank to you from time to time, in terms of which you may access the African Bank Products through the use of your Device including examples such as USSD, the Mobile Banking Application and Online Banking;

2.1.7 "**Online Banking**" means the Internet banking services made available to Customers by African Bank from time to time via the Site;

2.1.8 "**Mobile Banking Application**" means African Bank's mobile banking application that can be downloaded on your smart phone or tablet from App Stores;

2.1.9 "**My World Account**" means a primary account (which may have linked Pocket Accounts) opened by African Bank in a Customer's name at the Customer's request, which is subject to the relevant Product Terms;

2.1.10 "**My World Account Holder**" means the Customer who applies for and is responsible for the My World Account including all Pocket Accounts;

2.1.11 "**Pocket Account**" means a sub-account which is opened by a My World Account Holder;

- 2.1.12 "**Pocket Transactions**" means the transactions which a Pocket User may carry out, linked to the Pocket Account as described in the Product Features, including examples such as electronic funds transfers, withdrawals, internal transfers, payments and ATM transactions from the Pocket Account;
- 2.1.13 "**Pocket User**" means an individual user of a Pocket Account, who is given permission by the My World Account Holder to transact on the Pocket Account, subject to any restrictions which may be set by the My World Account Holder and/or any applicable transacting rules as contained in the relevant Product Features;
- 2.1.14 "**Pocket Member**" means a sub-user(s) of a Pocket Account, who is given permission by the My World Account Holder to view statements/activity on that Pocket Account but cannot do Pocket Transactions;
- 2.1.15 "**Product Features**" means, the rules and features of each African Bank Product, which can be accessed via our Website.
- 2.1.16 "**Product Terms**" means the terms and conditions that apply to an African Bank Product, which can be accessed via our Website
- 2.1.17 "**USSD**" means Unstructured Supplementary Service Data, which is a form of communication technology in terms of which you can send text messages from your mobile phone to an application program in African Bank's network;
- 2.1.18 "**Value-Added Services**" means the facilitation by African Bank of the sale of certain products and services (for example, prepaid airtime), made available via the Electronic Banking Channels from time to time;
- 2.1.19 "**Verification Mechanism**" means a mechanism that will be used by African Bank to verify your identity when you: (i) access any Electronic Banking Channels; and (ii) issue instructions to African Bank through Electronic Banking Channels, and includes the use of Access Codes (for example, OTPs); and
- 2.1.20 "**you**", "**your**", "**yours**" or "**yourself**" means the person reading this document and using any of the Electronic Banking Channels and where applicable, includes a Customer, Pocket User and/or Pocket Member.

3 **PRODUCT TERMS AND OTHER TERMS THAT APPLY**

- 3.1 You understand that your access to and use of any of the Electronic Banking Channels is provided subject to these Terms, and that in addition, your access to and use of any of the African Bank Products is subject to the applicable Product Terms.
- 3.2 Some products and services made available to you on our Electronic Banking Channels may be provided by third parties and may be subject to their own terms and conditions.

- 3.3 These Terms apply together with any Product Terms and other terms and conditions that govern our services, products and relationship with you. You must read these Terms together with all these other relevant terms and conditions. If there is a conflict between these Terms and any Product Terms, the provisions of the Product Terms shall apply, except if the conflict relates to the use of an Electronic Banking Channel, in which case these Terms will apply.

4 REGISTERING TO USE THE ELECTRONIC BANKING CHANNELS

- 4.1 In order to use an Electronic Banking Channel, you are required to complete the relevant registration process and provide the information and documentation required by African Bank from time to time. You may only access and use the Electronic Banking Channels which you registered for.
- 4.2 To register to use an Electronic Banking Channel, you will be required to provide certain personal information which is protected by our [privacy policy](#).
- 4.3 If you have any questions or would like more information about our Electronic Banking Channels and African Bank Products, please visit the Site or phone our Customer Contact Centre at the details provided in clause 32 (Customer Contact Information) below.

5 FEES FOR USING THE ELECTRONIC BANKING CHANNELS

The details of the fees you must pay for using the Electronic Banking Channels and the African Bank Products are set out in our [Pricing Brochure](#) found on our website (as amended by African Bank from time to time). These fees may include a service fee for the use of the Electronic Banking Channel and a transaction fee for the transactions you perform using the Electronic Banking Channel. If you don't pay the fees, we may refuse to give you access to the Electronic Banking Channels.

6 NO PROFESSIONAL ADVICE

All content on the Electronic Banking Channels is only an invitation for you to do business with us. Nothing contained on the Electronic Banking Channels constitutes professional advice or an offer which is meant to get you to buy or sell something and is not to be relied on in making an investment or other decision. You should engage a financial planner and/or financial advisor to provide you with financial advice in respect of any financial decisions that you may take.

7 POCKET ACCOUNTS

- 7.1 In addition to these Terms and the Product Terms for the My World Account, Pocket Accounts are governed by transacting rules which can be found in the relevant Product Features.

IF YOU ARE A MY WORLD ACCOUNT HOLDER, THE FOLLOWING APPLIES TO YOU -

- 7.2 A My World Account Holder is able to –
- 7.2.1 set up Pocket Accounts in accordance with the transacting rules in the Product Features;
 - 7.2.2 decide if the banking fees for a Pocket Account accrue to the relevant Pocket Account or to the My World Account;
 - 7.2.3 nominate and grant permission to a Pocket User to transact on a Pocket Account and decide on the transactional authorities available to the Pocket User; and
 - 7.2.4 nominate and grant permission to a Pocket Member to be able to view Pocket Account statements/activity.
- 7.3 In order for a My World Account Holder –
- 7.3.1 to nominate a Pocket User (as per clause 7.2.3), the My World Account Holder will be required to provide certain personal information (including name, phone number, identity number and other basic particulars) relating to the Pocket User in order for African Bank to contact the nominated Pocket User and verify and/or supplement the particulars provided by the My World Account Holder. The Pocket User will be required to accept these Terms prior to being able to exercise any transactional authorities granted by a My World Account Holder via any Electronic Banking Channels in relation to a Pocket Account;
 - 7.3.2 to nominate a Pocket Member (as per clause 7.2.4), the My World Account Holder will be required to provide certain personal information (including name and phone number) relating to the Pocket Member to contact the nominated Pocket Member and allow that Pocket Member access to view the Pocket Account. The Pocket Member will be required to accept these Terms prior to being able to view any statements/activity in terms of the permission granted by a My World Account Holder via any Electronic Banking Channels in relation to a Pocket Account.
- 7.4 **The My World Account Holder undertakes that where he/she provides any information (including personal information) in relation to a Pocket User and/or a Pocket Member to African Bank:**
- 7.4.1 **he/she has the express, informed and voluntary consent of the Pocket User and/or Pocket Member to share such information with African Bank; and**
 - 7.4.2 **where a nominated Pocket User and/or Pocket Member is a minor (under 18 years of age), either: (i) the My World Account Holder is the parent or legal guardian of the minor Pocket User and/or Pocket Member; or (ii) the My World Account Holder**

has the express, informed and voluntary consent of the parent or legal guardian of the Pocket User and/or Pocket Member to share such information with African Bank.

- 7.5 The My World Account Holder acknowledges that African Bank shall not be liable for any failure by the My World Account Holder to obtain the necessary consents required in terms of clause 7.4 above.
- 7.6 Where a My World Account Holder grants permission to a Pocket User to undertake Pocket Transactions, the My World Account Holder acknowledges and agrees that –
- 7.6.1 the Pocket Account (including available funds, interest, fees and transactions on the Pocket Account) remains the responsibility of the My World Account Holder;
 - 7.6.2 all legal requirements regarding local and international transactions will be monitored on the relevant My World Account;
 - 7.6.3 all necessary reporting requirements will be the responsibility of the My World Account Holder;
 - 7.6.4 he/she must provide correct and up to date information about the Pocket User;
 - 7.6.5 he/she alone is responsible for deciding what transactional authorities must be given to Pocket Users within the bounds of the transacting rules in the Product Features;
 - 7.6.6 African Bank will accept and process all instructions relating to the Pocket Account from a Pocket User (subject to any transacting rules in the Product Features and any transactional authorities/limitations which the My World Account Holder has set in relation to the Pocket Account) irrespective of whether such instructions were issued without the knowledge of the My World Account Holder;
 - 7.6.7 there is risk involved in giving another person access to your account and this must be considered when setting limits or restrictions for Pocket Accounts;
 - 7.6.8 he/she will be liable for debts any Pocket User/s incur including our fees and charges, any overdrawn amounts plus interest on those amounts;
 - 7.6.9 he/she will be responsible for anything the Pocket Users do or fail to do; and
 - 7.6.10 any Pocket Transactions actioned by African Bank on a Pocket Account on the instructions of a Pocket User shall be deemed to have been actioned on the instructions of the My World Account Holder and African Bank shall not be

responsible or liable to the My World Account Holder and/or the Pocket User arising from actioning such Pocket Transactions.

- 7.7 A My World Account Holder can cancel a Pocket User and/or Pocket Member's rights at any time by following the required African Bank process. The My World Account Holder will be liable for all Pocket Transactions made before cancellation, including future dated payments.
- 7.8 The rights that a My World Account Holder gives to any Pocket User and/or Pocket Member come to an end when the My World Account Holder ends their authority or where the law says so, such as upon your death or if you become legally incompetent.
- 7.9 If a My World Account Holder nominates a Pocket User and/or Pocket Member which is not an African Bank Customer, and the Pocket User and/or Pocket Member does not accept the nomination and these Terms, African Bank will not use the Pocket User and/or Pocket Member's personal information any further without the express consent of the Pocket User and/or Pocket Member.

IF YOU ARE A POCKET USER, THE FOLLOWING APPLIES TO YOU -

- 7.10 A Pocket User, upon application to African Bank and subject to the transactional authorities granted by the My World Account Holder, may receive a debit card and can carry out Pocket Transactions.
- 7.11 **A Pocket User acknowledges that the My World Account Holder is authorised, at his or her election, to terminate the Pocket User's authority on any Pocket Account.**
- 7.12 The Pocket User accepts these Terms upon online log in or any transaction against the Pocket Account.
- 7.13 **A Pocket User accepts that his/her information (including personal information) is provided to African Bank (by the My World Account Holder) for the purposes of providing the Pocket User with access to the Electronic Banking Channels, the Pocket Account and to allow the Pocket User to carry out Pocket Transactions. The Pocket User (or the parent or guardian of a minor Pocket User, if applicable) confirms that he/she has provided the My World Account Holder and African Bank with consent to use this information and acknowledges that African Bank will only process his/her personal information in accordance with the provisions of the Privacy Policy .**
- 7.14 **A Pocket User acknowledges that any Pocket Transactions which the Pocket User makes are deemed to be made on the instructions of the My World Account Holder and that the My World Account Holder may take any actions in relation to the Pocket Account at his or her discretion and African Bank shall not be responsible or liable**

to neither the My World Account Holder nor the Pocket User arising from actioning such Pocket Transactions or any instructions from the My World Account Holder.

IF YOU ARE A POCKET MEMBER, THE FOLLOWING APPLIES TO YOU -

- 7.15 Pocket Members accept these Terms upon online log in.
- 7.16 Pocket Members will only be able to view a Pocket Account/s and shall not be allowed to make Pocket Transactions.
- 7.17 **A Pocket Member accepts that his/her information (including personal information) is provided to African Bank (by the My World Account Holder) for the purposes of contacting the Pocket Member, providing the Pocket Member with access to the Electronic Banking Channels and to allow the Pocket Member to view the Pocket Account. The Pocket Member (or the parent or guardian of a minor Pocket Member, if applicable) confirms that he/she has provided the My World Account Holder and African Bank with consent to use this information and acknowledges that African Bank will only process his/her personal information in accordance with the provisions of the Privacy Policy.**

8 SECURITY OF ELECTRONIC BANKING CHANNELS

- 8.1 We may let you use the same Access Codes for all Electronic Banking Channels because this is easier for you. You acknowledge that (i) your Access Codes are for your use only; (ii) you will not share any Access Codes with any third party or record such details in any way that may result in them becoming known to a third party; and (iii) once the correct Access Codes have been entered and submitted to African Bank, we will accept and process all instructions relating to the Electronic Banking Channel(s) accessed by way of those Access Codes, irrespective of whether the Access Codes may have been entered fraudulently or otherwise without your permission. **You must take all reasonable safety measures to prevent any unauthorised or fraudulent use of your Access Codes. We are not responsible for any loss or damage you may suffer if you have not kept your Access Codes safe or where you have given your Access Codes to any other person.**
- 8.2 If you ask us to de-activate or change any Access Code, we may –
- 8.2.1 ask you to prove your identity to us;
- 8.2.2 reject any banking instructions we receive;
- 8.2.3 stop a payment or banking instruction if it has not already been carried out;
- 8.2.4 reverse payments if we can, from the time we think someone started using your Access Code without permission; and/or

- 8.2.5 deactivate the Access Code (stop it from working) immediately, without telling you.
- 8.3 **We reserve the right to block your access to the Electronic Banking Channels at any time if we believe it is necessary for security purposes or if we reasonably believe that your Access Code(s) have been or may be obtained or are being used or may be used by an unauthorised person.**
- 8.4 African Bank has reasonable security safeguards in place to protect your Access Codes and other personal or confidential information provided by you via the Electronic Banking Channels. **However, you accept that while African Bank will take all reasonable steps to prevent security breaches in respect of the Electronic Banking Channels, any information sent over an unsecured link or communication system and the use of the Electronic Banking Channels is vulnerable to unlawful monitoring, interception or access by other persons, for which African Bank will not be responsible. Accordingly, you agree that use of the Electronic Banking Channels is at your own risk.**
- 8.5 **You must be vigilant to protect yourself against any potential fraud that can take place on your account. You must notify African Bank immediately if you become aware of or reasonably suspect any unauthorised access to or use of your Access Codes or other fraudulent activity by contacting African Bank on 0800 633 633 or by emailing africanbank@tip-offs.com. You are required to take appropriate steps to minimise any loss or harm that may result from such unauthorised access.**
- 8.6 You are also responsible for ensuring that: (i) appropriate and up-to-date anti-virus software is installed on all Devices; (ii) suitable malware protection is installed on all Devices; and (iii) the latest security patches are installed on all Devices. African Bank will not be responsible for any losses you suffer as a result of your failure to take these security steps which are necessary to ensure the security of Devices used to access the Electronic Banking Channels.
- 8.7 To guard against fraud or theft on your account, you can use the extra security features made available by African Bank from time to time.
- 8.8 **You agree not to respond to any email, SMS, instant message, phone call or other unsolicited (unwelcome) correspondence that requests your Access Codes. We will never ask you to give us your Access Codes by email, SMS, phone call or instant message and if you respond to these messages and suffer losses as a result of doing so, we will not refund you. Please send an email to africanbank@tip-offs.com to report phishing or any suspicious online transactions.**
- 8.9 You must make sure that you log out of the Electronic Banking Channel once you have finished using it to prevent anyone else from using it. We will also apply an automated time-

out if the Electronic Banking Channel is not used within a certain time frame. If you do not disconnect after using an Electronic Banking Channel, someone else may gain access to your account without your permission and could defraud you or steal your money. **We will not be responsible for any loss or damage you may suffer if this happens.**

9 VERIFICATION MECHANISMS

- 9.1 You may: (i) access the Electronic Banking Channels; and (ii) issue instructions to African Bank through the Electronic Banking Channels by using a number of different Verification Mechanisms.
- 9.2 The Verification Mechanisms may differ depending on what type of Electronic Banking Channel you are using.
- 9.3 African Bank may, in its sole discretion and on its own accord, require you to change your Verification Mechanism (or any part thereof) from one type of Verification Mechanism to another (or one part of the Verification Mechanism to another part thereof).
- 9.4 You shall not have any say over the Verification Mechanism that African Bank requires you to use despite the fact that African Bank may allow its other Customers to use different Verification Mechanisms.
- 9.5 **The Customer undertakes to keep all Access Codes and information relating to their relevant Verification Mechanism private and confidential.**
- 9.6 Upon learning that your Verification Mechanism has been compromised or that there is an imminent threat that your Verification Mechanism will be compromised, you are required to immediately inform African Bank of this by contacting African Bank's Customer Service Contact Centre at the details given in clause 32 (Customer Contact Information) below.
- 9.7 Upon learning that your Verification Mechanism has been compromised or that there is an imminent threat that your Verification Mechanism will be compromised, African Bank shall be entitled to take the following steps –
- 9.7.1 cancel the processing of any instructions received through the Electronic Banking Channels;
- 9.7.2 temporarily suspend the processing of any instructions received through the Electronic Banking Channels; and/or
- 9.7.3 deactivate your access to the relevant Electronic Banking Channel(s).
- 9.8 African Bank retains the right to require you to comply with any additional Verification Mechanism for certain transactions.

10 MONEY LAUNDERING AND OTHER FINANCIAL CRIMES

- 10.1 African Bank is a financial institution. As such, African Bank must comply with anti-money laundering counter-terrorist financing, financial sanctions and prohibited business activity laws, regulations, policies and requirements.
- 10.2 This means that African Bank is entitled, initially and on an ongoing basis, to -
- 10.2.1 screen, check and process all new Customer and related information; and
- 10.2.2 monitor all information, instructions and transactions made by and on the Customer's behalf.
- 10.3 When African Bank performs these activities, there may be a delay in carrying out the Customer's instructions or transactions. The transaction may be declined, prohibited or limited in some way. African Bank may even be compelled to end the business relationship with the Customer.
- 10.4 To the extent that African Bank is allowed to, it will let the Customer know of any action it intends taking. **To the extent allowed by law, the Customer acknowledges and confirms that African Bank is not legally responsible for any direct or consequential loss, damage, costs or expenses that the Customer incurs as a result of African Bank implementing this clause 10 (Money Laundering and Other Financial Crimes).**

11 TRANSACTIONS THROUGH THE ELECTRONIC BANKING CHANNELS

- 11.1 This section only applies to you if you are an African Bank Customer or a Pocket User.
- 11.2 When using any of the Electronic Banking Channels, you acknowledge that there is no face-to-face communication between you and African Bank. You accordingly authorise African Bank to effect transactions in accordance with your instructions communicated to African Bank through the Electronic Banking Channels.
- 11.3 African Bank shall act upon all instructions that it receives from you through the Electronic Banking Channels on the assumption that you are using your own Access Code to access the Electronic Banking Channel. Once you have issued an instruction to African Bank and complied with the relevant Verification Mechanisms, African Bank shall be entitled to carry out the instruction. You can instruct us to transact in accordance with the services you have on your account. We will treat your instructions to us in accordance with the relevant Product Terms.
- 11.4 African Bank is under no obligation to ensure that all of your instructions are carried out in the same period of time and in the same manner as all of your other instructions. You acknowledge that certain instructions may require a longer period of time to process than other transactions.

- 11.5 If you issue instructions for more than one transaction, African Bank shall be entitled to determine the order in which the transactions are executed.
- 11.6 **African Bank shall not be held liable for any loss you suffer if you enter the wrong details in respect of a transaction through the Electronic Banking Channels.**
- 11.7 Once an instruction issued by you or a Pocket User has been carried out by African Bank, it may not be possible to reverse any transaction resulting from such instruction and you shall not be entitled to cancel the instruction. Do not assume that we have received your instruction until we have told you that we have or we have actioned that instruction, whichever happens first. If you're not sure that an instruction or payment has gone through, contact our Customer Contact Centre or check your bank statement. Do not give the same instruction again unless we have told you that we did not receive it, or else we may make the same payment twice.
- 11.8 You may delete or change future-dated and repeat payments if they have not yet been actioned by us. Please call our Customer Contact Centre for help with cancelling or changing these payments.
- 11.9 You agree to comply with all applicable laws when issuing instructions and making payments through the Electronic Banking Channels. You must consider the effects of any transaction, including tax effects and transaction fees which may apply.
- 11.10 **African Bank Reserves the right to reject or suspend the execution of an instruction at any time should the value or frequency of the instruction appear suspicious or out of the ordinary to African Bank. On rejecting or suspending the instruction, African Bank undertakes to contact the Customer within a reasonable period of time and verify the instruction by such means as African Bank may determine.**

12 DEVICE REQUIREMENTS FOR ELECTRONIC BANKING CHANNELS

- 12.1 You are responsible for ensuring that you have the necessary Devices, software and access to third-party communication services to use the Electronic Banking Channels and you are responsible for any costs incurred in relation to the purchase and use of such Devices, software and third-party communication services.
- 12.2 African Bank does not warrant that any Electronic Banking Channel will be compatible with nor that it will operate with every type of Device. When you wish to use an Electronic Banking Channel, you are responsible for –
- 12.2.1 finding out and ensuring that your Device is compatible with the relevant Electronic Banking Channel and meets African Bank's requirements;
- 12.2.2 complying with any user guidelines applicable to the relevant Electronic Banking Channel; and

- 12.2.3 ensuring the continued functionality of the Device through which the Electronic Banking Channel is accessed, including for ensuring that the Device is: (i) in good working order; (ii) at all times updated to run on the latest version of your operating system; and (iii) operating in accordance with the relevant Device manufacturer's and licensor's specifications.
- 12.3 You acknowledge that the display, layout, look and feel of the content of the Electronic Banking Channels may differ depending on the Device being used to access the relevant Electronic Banking Channel.
- 12.4 African Bank reserves the right to determine the number of Devices which may be linked to the specific user name and password for access to the Electronic Banking Channels.
- 12.5 **If the Device which you use to access any Electronic Banking Channel is lost, stolen, or not in your possession, you must immediately inform us. We will not be responsible for any losses you may suffer because you did not de-authorise that Device. If you cannot immediately de-authorise your Device, then you must call our Fraud Helpline on 0800 633 633 to tell us that you no longer have your Device.**
- 12.6 **Do not use public Devices (for example, a computer at an Internet Café) to access the Electronic Banking Channels. Public Devices are not safe because there may be dangerous software or hardware on them. For example, spying technology can be used to find out numbers of passwords you type on a keyboard. These could be used to get your Access Codes and defraud you or steal money from you.**

13 RESTRICTIONS ON USE OF ELECTRONIC BANKING CHANNELS

- 13.1 You agree that you shall not -
- 13.1.1 use the Electronic Banking Channels in any unlawful manner, for any unlawful purpose or illegal activity, or in any manner inconsistent with these Terms;
- 13.1.2 attempt to derive income from the use of the Electronic Banking Channels, whether for direct commercial or monetary gain or otherwise;
- 13.1.3 collect or harvest any information or data from African Bank or African Bank's systems or attempt to decipher any transmission to or from African Bank's servers; and/or
- 13.1.4 upload, store or share inappropriate or illegal images or content that breaches the rights of others.

14 LIMITED FUNCTIONALITY

- 14.1 You acknowledge that each Electronic Banking Channel provides for different levels of functionality.

14.2 You understand that you may not have full functionality if you access any services or African Bank Products through a particular Electronic Banking Channel.

15 AVAILABILITY OF ELECTRONIC BANKING CHANNELS

15.1 You acknowledge that the Electronic Banking Channels may not always be available for any reason, including without limitation –

15.1.1 equipment (hardware) failures;

15.1.2 software or technical malfunctions;

15.1.3 routine or emergency maintenance;

15.1.4 problems with a telecommunication or electricity service; or

15.1.5 other circumstances beyond the control of African Bank, which causes are not reasonably foreseeable by African Bank.

15.2 The use of an Electronic Banking Channel is in addition to and not in substitution of other Electronic Banking Channels provided by African Bank. Where an Electronic Banking Channel is unavailable, you must use another service channel or Electronic Banking Channel and take reasonable steps to minimise loss or risk to you.

15.3 African Bank may stop providing the Electronic Banking Channels or any services or African Bank Products provided on the Electronic Banking Channels at any time. We will try to notify you within a reasonable time of such changes being made. You agree that it will be sufficient to notify you by publishing a notice on the Site or by sending the notice to you via email, SMS or post. We may also, at our discretion, offer additional functionality and options as part of the Electronic Banking Channels from time to time.

15.4 **African Bank shall not be held liable for any losses suffered you as a result of the Electronic Banking Channels being unavailable.**

15.5 **We also reserve the right to suspend your access to the Electronic Banking Channels without notice in the event that African Bank reasonably suspects that you are using the Electronic Banking Channels for any unlawful purpose and/or activity and/or whenever it deems such action necessary in its absolute discretion.**

16 LINKS TO OTHER INFORMATION AND THIRD-PARTY SOFTWARE

16.1 Certain content available on the Electronic Banking Channels may include content belonging to third parties. We may provide links to third party websites as a convenience to you. **You acknowledge that we are not responsible and/or liable for the following and/or its accuracy -**

- 16.1.1 **all content belonging to third parties on the Electronic Banking Channels; and**
- 16.1.2 **any content featured on the websites which are accessed via links that are found on the Electronic Banking Channels.**
- 16.2 If we make third party software (or applications) available for download through our Electronic Banking Channels, you download and use such software at your own risk. **African Bank makes no warranty about any software on our Electronic Banking Channels and the license agreement for such software will be between you and the third party that owns the software. You accordingly indemnify us and hold us harmless against your breach of any license agreement.**
- 16.3 African Bank also does not guarantee or suggest that any file, download or application on the Electronic Banking Channels are safe to use on any Device. While we take reasonable precautions to keep our Electronic Banking Channels secure, we cannot guarantee that the Electronic Banking Channels do not have software or data that can negatively affect your Device, such as viruses, Trojans and other dangerous software. It is your responsibility to ensure that you have the necessary anti-virus or anti-malware software on your Device. **We will not be responsible for any delays or errors that may arise or if you are unable to access any Electronic Banking Channel because of your Device, software or services provided to you by third parties.**
- 16.4 We do not expressly or implicitly warrant:
- 16.4.1 the licensors' ownership of any software provided on the Electronic Banking Channels; or
- 16.4.2 rights of use of any licensor; and
- 16.4.3 that any software is suitable for its purpose.

17 **CONNECTIVITY COSTS**

You acknowledge that (i) African Bank will not be responsible for any mobile operator or Internet service provider's network and/or Wi-Fi (wireless internet access) connectivity preventing or negatively impacting your access to the Electronic Banking Channels; and (ii) your mobile network operator (cellphone service provider) or internet service provider may charge you for accessing and using the Electronic Banking Channels via a mobile network or Wi-Fi connection, and that you are solely responsible for such charges.

18 **MONITORING AND SURVEILLANCE**

- 18.1 You agree that we may monitor and record your communications on the Electronic Banking Channels for the following purposes -

- 18.1.1 to maintain the overall security of the Electronic Banking Channels;
 - 18.1.2 to maintain the effective functioning and safety of the Electronic Banking Channels; and
 - 18.1.3 to investigate or detect any unlawful activities in relation to the Electronic Banking Channels.
- 18.2 African Bank uses cookies in order to collect information pertaining to your general use of the Electronic Banking Channels. This information may be used by African Bank for statistical and product research purposes.

19 VALUE ADDED SERVICES

- 19.1 You acknowledge that African Bank shall not constitute a party to any agreement in terms of which you receive Value-Added Services.
- 19.2 Although the conclusion of an agreement in terms of which you receive Value-Added Services may be facilitated by African Bank, you acknowledge that the agreement shall be between you and the third-party supplier of the Value-Added Services and that the purchase of such Value-Added Services from the third-party supplier shall be subject to the terms and conditions of the relevant third-party supplier. If you have any questions about your purchase of Value-Added Services, please contact the third-party supplier of those services directly. **We will not be responsible for any losses you suffer because of something which a third-party supplier has or has not done.**
- 19.3 You shall at all times be responsible for ensuring that you enter the correct details into African Bank's Electronic Banking Channels whenever we facilitate your purchase and receipt of Value-Added Services.

20 YOUR USE OF THE MOBILE BANKING APPLICATION

- 20.1 This clause 20 (Your Use of the Mobile Banking Application) applies if you download or use the Mobile Banking Application.
- 20.2 African Bank hereby grants you a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to install and download the Mobile Banking Application (including any updates or upgrades) and to access and use the services and functionalities available via the Mobile Banking Application on compatible Devices owned and/or lawfully controlled by you, for your personal use only. The licence is limited to you alone and cannot be transferred by you to anybody else.
- 20.3 You must ensure that you download and use the latest version of the Mobile Banking Application. **If you do not install the latest version of the Mobile Banking Application, the Mobile Banking Application may not function correctly or you may experience security and/or data flaws, for which African Bank will not be liable under any**

circumstances. If you download the Mobile Banking Application from any App Store, you agree that you will comply with and be bound by any terms and conditions prescribed for the use of such App Store by any third party, in addition to these Terms.

20.4 You acknowledge and agree that -

20.4.1 these Terms are entered into between us and you. However, since the Mobile Banking Application is made available through an App Store, the App Store is a third party under these Terms and will also have the right to enforce these Terms against you;

20.4.2 **to the maximum extent permitted by law, the App Store does not give or enter into any warranty, condition or other term in relation to the Mobile Banking Application and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Mobile Banking Application or as a result of you or anyone else using the Mobile Banking Application or relying on any of its content;**

20.4.3 any claims relating to the license, possession or use of the Mobile Banking Application are between you and us (and not between you, or anyone else, and the App Store) including but not limited to product liability claims, any claim that the Mobile Banking Application fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and

20.4.4 in the event of any claim by a third party that your possession or use (in accordance with these Terms) of the Mobile Banking Application infringes any intellectual property rights, the App Store will not be responsible or liable to you in relation to that claim.

21 **HOW WE DEAL WITH YOUR PERSONAL INFORMATION**

Our collection and use of personal information in connection with your use of the Electronic Banking Channels is subject to the terms of African Bank's [Privacy Policy](#). Your continued access to and use of the Electronic Banking Channels constitutes your acknowledgement that you have read and agreed to be bound by the [Privacy Policy](#).

22 **OUR INTELLECTUAL PROPERTY**

22.1 We are the owners of the copyright and all other intellectual property rights (including all registered and unregistered trademarks) in and to the Electronic Banking Channels as well as all content on or sent through the Electronic Banking Channels. The logos and trade marks on our Electronic Banking Channels belong to us or third parties and nothing in these Terms or in any Electronic Banking Channel gives any person the right to use any trademark or intellectual property without our prior written permission. The use of the Electronic Banking Channels is licensed only to you and you will not grant any rights of use

or any other rights in respect of the Electronic Banking Channels or any intellectual property rights therein to any other person.

22.2 You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as a result of any third-party claims initiated and/or instituted against us relating to your unauthorised use of the Electronic Banking Channels and/or any intellectual property rights flowing therefrom.

22.3 You may not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of or create derivative works of, or otherwise attempt to reproduce the Electronic Banking Channels, their content, including any intellectual property rights in the Electronic Banking Channels, their design, any updates and/or any proprietary features in relation to it, or any parts thereof. This prohibition extends to any and all content belonging to third parties that is found on the Electronic Banking Channels and/or any content featured on the websites which are accessed via links that are found on the Electronic Banking Channels. You may not sub-license such third party content, including intellectual property rights associated with such third party content.

22.4 You may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise (collectively referred to as "linking"), or any other reference, to the Electronic Banking Channels.

22.5 African Bank shall retain the right to pursue legal action against any person that infringes any of our intellectual property rights.

23 WARRANTIES AND UNDERTAKINGS BY YOU

23.1 You warrant that -

23.1.1 you have full contractual capacity and no court has declared you mentally unfit;

23.1.2 you are permanently resident in the Republic of South Africa;

23.1.3 you are not, and will not be, located in any country that is the subject of a United States of America (US) Government embargo or that has been designated by the US Government as a "terrorist supporting" country;

23.1.4 you are not listed on any US Government list of prohibited or restricted parties;

23.1.5 you have been informed at clause 32 (Customer Contact Information) below that you can refer any questions that you may have to us;

23.1.6 you have given us the correct information; and

23.1.7 you have read and understood these Terms, before entering into this agreement.

- 24 **DISCLAIMER AND LIMITATION OF LIABILITY (LIMITS OUR RESPONSIBILITY TO YOU)**
- 24.1 Whilst all reasonable precautions have been taken African Bank does not warrant that the Electronic Banking Channels or any downloads via the Electronic Banking Channels are free from viruses or destructive code. **African Bank and any of its affiliates, shareholders, agents, consultants, directors, officers or employees are not liable for any damages whatsoever relating to your use of the Electronic Banking Channels or information made available on the Electronic Banking Channels or your inability to use of the Electronic Banking Channels or any of the information on the Electronic Banking Channels.**
- 24.2 **In addition and to the extent that it is lawful to do so, African Bank disclaims all warranties and conditions with respect to the Electronic Banking Channels, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.**
- 24.3 Your use of the Electronic Banking Channels is influenced by factors beyond our control such as network coverage and the availability of your Internet service provider. **Accordingly, African Bank shall not be held liable for any loss or damage suffered by you under circumstances in which you cannot access the Electronic Banking Channels due to problems with your Internet service.**
- 24.4 African Bank cannot guarantee the accuracy of the information that may be accessed by you through the use of the Electronic Banking Channels. **Accordingly, African Bank shall not be held liable for any damages suffered by you should you rely upon the such information to your detriment.**
- 24.5 Except to the extent that African Bank has acted fraudulently or with gross negligence, and to the extent permissible in law, **African Bank and any of its affiliates, shareholders, agents, consultants, directors, officers or employees shall not be liable for any loss or damage caused to you by any of the following:**
- 24.5.1 **someone finding out any of your Access Codes;**
- 24.5.2 **any technical issues that may arise in respect of the Electronic Banking Channels, including examples such as defects, interruptions, malfunctions, downtime, or any other technical failures;**
- 24.5.3 **any person gaining access to your account on an Electronic Banking Channel as a result of your negligence;**
- 24.5.4 **any failure or problem affecting goods or services provided by any third party, for example, a telecommunication service provider, Internet service providers, electricity suppliers or local or other authority;**

- 24.5.5 **non-delivery or delayed delivery of notifications;**
- 24.5.6 **failures or delays caused by third-party service providers;**
- 24.5.7 **the Electronic Banking Channels being unavailable;**
- 24.5.8 **the loss of or damage to any personal or other information of yours as a result of any technical issues, power failures, unlawful acts (such as data theft or hacking), a harmful computer program or virus, or your negligence; and**
- 24.5.9 **any event that African Bank has no direct control over.**

25 YOUR RESPONSIBILITY FOR OUR LOSS OR DAMAGES

- 25.1 **You hereby indemnify and hold harmless African Bank (including its affiliates, shareholders, agents, consultants, directors, officers or employees) against any damage or loss that we may suffer as a result of your breach of these Terms, or as a result of incorrect, unauthorised and/or unlawful instructions provided to African Bank by you, provided that African Bank did not act fraudulently or with gross negligence.**
- 25.2 **You specifically agree that you will be responsible for any loss that we may suffer because –**
 - 25.2.1 **you don't make certain payments;**
 - 25.2.2 **you gave us wrong information or instructions;**
 - 25.2.3 **you gave us personal information of another person where you did not have the permission of such person to give us that information;**
 - 25.2.4 **you did not have enough money for a payment from any of your accounts;**
 - 25.2.5 **someone carried out an instruction on, or made a payment from, your account without permission and this was not due to our own gross negligence.**

26 CHANGES TO THESE TERMS

- 26.1 We may make changes or updates to these Terms, or any of our African Bank Products from time to time. We may do this by posting the updated Terms on our Site or the Electronic Banking Channels, or by sending you an email, text message (SMS) or post. In the event that you proceed to use the Electronic Banking Channels after such notification has been posted via the Site or where you have been notified via email, text message (SMS) or post, you agree that you will be deemed to have accepted the amended Terms.
- 26.2 Without limiting clause 26.1, you will be allowed to cancel these Terms in the event that you do not accept any material changes made by African Bank to these Terms or the

Electronic Banking Channels, by written notice to African Bank to be given within 7 days of the change taking effect. In such a case, you must immediately stop using the Electronic Banking Channels. If you do not notify us of your intention to cancel these Terms within the 7 (seven) day period, we can assume that you have accepted the amended Terms.

27 **NON-COMPLIANCE WITH THESE TERMS**

27.1 We may stop you from using the Electronic Banking Channels if you breach a clause of these Terms and do not remedy it within 5 days after we have asked you to. We may still take other steps available to us, including applying to court for an urgent interdict order against you.

27.2 African Bank or you may cancel these Terms by giving 30 days' prior written notice to the other, except that African Bank in its sole discretion may cancel these Terms without prior notice to you on reasonable grounds when deemed appropriate, including where:

27.2.1 we believe or suspect your account or the Electronic Banking Channels are being used unlawfully; or

27.2.2 we must do this for legal reasons.

27.3 You agree that you will immediately stop using the Electronic Banking Channels and de-install the Mobile Banking Application on termination of these Terms for whatever reason.

28 **DISPUTE RESOLUTION AND COMPLAINTS PROCEDURE**

28.1 If you have a complaint about your use of the Electronic Banking Channels or these Terms, please follow our complaints process, which is available at the Site, or from our Customer Contact Centre.

28.2 If you are not satisfied with the way the complaint is settled once you have followed this process, you may send the complaint to the Ombudsman for Banking Services ("**Ombudsman**") or a similar forum.

28.3 The contact details for the Ombudsman are available in our branches and from our Customer Contact Centre. We have also included the Ombudsman's contact details at the end of these Terms for your convenience.

28.4 Alternatively, if you wish to pursue legal action against African Bank, you may approach any appropriate forum including a South African court having the necessary jurisdiction.

29 **LEGAL NOTICES**

29.1 We choose the registered address on our Site as the address where any legal document or notice must be served or delivered to us (our domicilium citandi et executandi).

- 29.2 If you are a –
- 29.2.1 Customer, the last street address you gave us in writing is your chosen address where notices may be given and documents in legal proceedings may be served or delivered (your domicilium citandi et executandi).
- 29.2.2 Pocket User or Pocket Member, the address that the My World Account Holder provides to us on your behalf or the last street address you gave us in writing, is your chosen address where notices may be given and documents in legal proceedings may be served or delivered (your domicilium citandi et executandi).
- 29.3 We may send other written communications or notices (including a notice about a change to these Terms) to by email to your email address, text message (SMS) to your mobile number or post to your street or postal address.
- 29.4 Any communication from us to you will be regarded as having been sent at the time shown on the communication or on our transmission logs. In any proceedings or dispute, our records certified as correct by the African Bank staff member in charge of the Electronic Banking Channel, will be sufficient proof of any instructions you have given us or transaction you have performed on the Electronic Banking Channels, the content or services on any Electronic Banking Channel or Value-Added Services, unless you can prove otherwise.

30 **APPLICABLE LAW AND JURISDICTION**

- 30.1 The laws of the Republic of South Africa govern these Terms.
- 30.2 You hereby consent to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg), or any successor thereto for any dispute or proceedings arising in relation to these Terms.

31 **GENERAL PROVISIONS**

- 31.1 Headings in these Terms are only for information and may not be used to interpret these Terms.
- 31.2 South African time applies when working out any dates or times.
- 31.3 If any dispute results from technical issues related to an Electronic Banking Channel, a court or arbitrator will interpret these Terms practically without focusing too much on technical issues.
- 31.4 Any extension of time or other indulgence we may allow you will not affect any of our rights, whether the indulgence is express or implied. We do not waive (give up) any of our rights.

- 31.5 If any clause in these Terms is invalid or illegal or cannot be enforced, the other clauses will still be valid.
- 31.6 You must make sure you understand exchange control regulations and fully comply with them when you use the Electronic Banking Channels to transact outside of South Africa.
- 31.7 You are responsible for making sure that you never use the Electronic Banking Channels for any illegal purpose. You will be legally responsible for any illegal transactions that you make.

32 CUSTOMER CONTACT INFORMATION

- 32.1 If you have any complaints or questions about these Terms or any of the Electronic Banking Channels, you can call us on 0861 123 456.
- 32.2 If you have a problem and we do not solve it, or you are not happy with the way that it was solved, you may contact the Ombudsman for Banking Services -
- 32.2.1 telephone: 0860 800 900 or 011 838 0035;
- 32.2.2 email: info@obssa.co.za; or
- 32.2.3 website: www.obssa.co.za.
- 32.3 African Bank is a licensed financial services provider in terms of the Financial Advisory and Intermediary Services (FAIS) Act. If we do not solve your FAIS complaint (complaints about financial advice) you may contact the FAIS Ombudsman -
- 32.3.1 telephone: +27 (0)12 470 9080
- 32.3.2 email address: info@faisombud.co.za; or
- 32.3.3 website: www.faisombud.co.za.