

Terms and conditions for your use of African Bank's Whatsapp Banking Channel ("Terms")

1 INTRODUCTION

- 1.1 **The following rules apply to all persons who use the African Bank WhatsApp Banking Channel (defined in clause 2.16 below) and these rules will apply to you. You must read all these rules and terms and conditions carefully as they are a binding agreement between you and us. They contain important information about your and African Bank's rights and duties to each other. You must contact African Bank if you don't understand any part of the terms and conditions. These Terms apply in addition to any other terms which are specifically incorporated by way of reference including our Privacy Policy, the Electronic Banking Terms and Conditions (if applicable) and product transacting rules available on our Website from time to time.**
- 1.2 **If you are younger than 18, you need to get the consent of your legal guardian or parent to use our WhatsApp Banking Channel.**
- 1.3 These Terms will apply regardless of the Device that you use to connect to the WhatsApp Banking Channel. However, some of these Terms apply depending on the purpose for which you are accessing the WhatsApp Banking Channel. In other words, if you do not take up certain African Bank Products or services from African Bank via the WhatsApp Banking Channel, certain terms and conditions that apply to those African Bank Products or services will not apply to you.
- 1.4 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.
- 1.5 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.
- 1.6 **We may change these Terms from time to time (in accordance with clause 22) and the latest version will apply.**

2 DEFINITIONS

Word	Meaning
2.1. "Access Code"	means your secret passwords and/or Verification Mechanism that you may use to access any African Bank Product via the WhatsApp Banking Channel and includes examples such as your personal identification number (PIN), one-time PIN (OTP), automated teller machine (ATM) card numbers, usernames, passwords, and the WhatsApp Banking Channel digital identity code;
2.2. "African Bank", "Bank", "we", "us" or "our"	African Bank Limited (Registration Number 2014/176899/06) and its successors or assigns;
2.3. "African Bank Product"	means any product or service offered by African Bank to its customers from time to time (see <i>Site</i> for list of African Bank Products). Examples of these products are African Bank's My World Account and Fixed Deposit Account;
2.4. "App Store"	means a mobile application store from which you can download WhatsApp;
2.5. "Business Day"	means any day on which business is usually conducted in the Republic of South Africa, excluding Saturdays, Sundays and public holidays;
2.6. "Chat"	means an instant messaging chat string that is commenced by a Customer via the Customer sending a message to African Bank via WhatsApp, resulting in an instant messaging conversation/communication taking place between a Customer and African Bank (via an application program in African Bank's network) on the WhatsApp Banking Channel;
2.7. "Customer"	means an individual person that is a client of African Bank, including a My World Account Holder;
2.8. "Device"	means the equipment (including operating software) that you use to access the WhatsApp Banking Channel and includes examples such as a personal computer, laptop, cell phone, smart phone, tablet, smart television, or any other similar technology;
2.9. "Personal Information"	has the meaning set out in section 1 of POPIA, and includes "special personal information" as defined in section 26 of POPIA;

2.10. "POPIA"	means the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time;
2.11. "Processing" or "Process"	has the meaning set out in section 1 of POPIA;
2.12. "Product Terms"	means the terms and conditions that apply to an African Bank Product, which can be accessed on the <u>Site</u> ;
2.13. "Verification Mechanism"	means the facial recognition mechanism or other mechanism that may be used by African Bank to verify your identity and grant access when you: (i) access the WhatsApp Banking Channel; and (ii) issue instructions to African Bank through the WhatsApp Banking Channel, and includes the use of Access Codes;
2.14. "Website" or "Site"	means our website located at www.africanbank.co.za ;
2.15. "WhatsApp"	means the multiplatform messaging application made available and/or owned and/or operated by Facebook Incorporated, and which a Customer may download on their Device via the relevant App Store;
2.16. "WhatsApp Banking Channel"	means any of the self-service remote banking services made available via WhatsApp by African Bank to you from time to time, in terms of which you can send WhatsApp messages from your mobile phone to an application program in African Bank's network in order to access the African Bank Products through the use of your Device; and
2.17. you", "your", "yours" or "yourself"	means the person reading this document and using the WhatsApp Banking Channel and includes a Customer.

3 PRODUCT TERMS AND OTHER TERMS THAT APPLY

- 3.1 You understand that your access to and use of the WhatsApp Banking Channel 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 WhatsApp Banking Channel 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 the WhatsApp Banking Channel, in which case these Terms will apply.

4 REGISTERING TO USE THE WHATSAPP BANKING CHANNEL

4.1 In order to use the WhatsApp 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 ("**Registration Process**"). To the extent that you are an existing Customer, this Registration Process will require you to do the following via the Site –

4.1.1 verify your mobile phone number with African Bank;

4.1.2 verify your identity number with African Bank; and

4.1.3 accept these Terms.

4.2 To the extent that you are a not an existing Customer of African Bank, in addition to the steps as set out in clauses 4.1.1 to 4.1.3 above, the Registration Process may require you to provide us with information and documentation via email or via another electronic banking channel, or physically at one of our branches.

4.3 To register to use the WhatsApp Banking Channel, you will be required to provide certain personal information which is protected by our **privacy policy**.

4.4 If you have any questions or would like more information about our WhatsApp Banking Channel and African Bank Products, please visit the Site or phone our Customer Contact Centre at the details provided in clause 28 (Customer Contact Information) below.

5 FEES FOR USING THE WHATSAPP BANKING CHANNEL

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

6 NO PROFESSIONAL ADVICE

All content on the WhatsApp Banking Channel is only an invitation for you to do business with us. Nothing contained on the WhatsApp Banking Channel 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. You acknowledge and understand that any information provided to you by means of the WhatsApp Banking Channel should not be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act, 2002 ("**FAIS**").

7 SECURITY OF WHATSAPP BANKING CHANNEL

7.1 Your access to African Bank Products via the WhatsApp Banking Channel may require you to pass the Verification Mechanism and/or enter your Access Codes from time to time.

7.2 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 via WhatsApp, we will accept and process all instructions via the WhatsApp Banking Channel, 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 unauthorized 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.**

7.3 If you ask us to de-activate or change any Access Code or Verification Mechanism, we may –

7.3.1 ask you to prove your identity to us;

- 7.3.2 reject any banking instructions we receive;
- 7.3.3 stop a payment or banking instruction if it has not already been carried out;
- 7.3.4 reverse payments if we can, from the time we think someone started using your Access Code without permission; and/or
- 7.3.5 deactivate the Access Code (stop it from working) immediately, without telling you.
- 7.4 **We reserve the right to block your access to the WhatsApp Banking Channel 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.**
- 7.5 African Bank has reasonable security safeguards in place to protect your Access Codes and other personal or confidential information provided by you via the WhatsApp Banking Channel. **However, you accept that while African Bank will take all reasonable steps to prevent security breaches in respect of the WhatsApp Banking Channel, any information sent over an unsecured link or communication system and the use of the WhatsApp Banking Channel 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 WhatsApp Banking Channel is at your own risk.**
- 7.6 **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.**
- 7.7 **You agree not to respond to any email, SMS, instant message, phone call or other unsolicited (unwelcome) correspondence that requests your Access Codes outside of the designated Chat functionality on the WhatsApp Banking Channel. We will never ask you to give us your Access Codes by email, SMS, phone call or instant message outside of the designated Chat functionality on the WhatsApp Banking Channel, 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.**

7.8 You must make sure that you end the relevant Chat with African Bank on the WhatsApp Banking Channel once you have finished such Chat, in order to prevent anyone else from using it. We will also apply an automated time-out to a Chat if the WhatsApp Banking Channel is not used within a certain time frame (i.e. if you fail to respond to an instant message sent to you within the Chat functionality within a certain time frame). If you do not end a Chat after using the WhatsApp 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.**

8 VERIFICATION MECHANISMS

8.1 You may: (i) access the WhatsApp Banking Channel; and (ii) issue instructions to African Bank through the WhatsApp Banking Channel by using the Verification Mechanisms designated by African Bank.

8.2 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).

8.3 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.

8.4 **The Customer undertakes to keep all Access Codes and information relating to their relevant Verification Mechanism private and confidential.**

8.5 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 28 (Customer Contact Information) below.

8.6 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 –

8.6.1 cancel the processing of any instructions received through the WhatsApp Banking Channel;

8.6.2 temporarily suspend the processing of any instructions received through the WhatsApp Banking Channel; and/or

- 8.6.3 deactivate your access to the relevant WhatsApp Banking Channel.
- 8.7 African Bank retains the right to require you to comply with any additional Verification Mechanism for certain transactions.
- 8.8 You hereby authorise and consent to the Processing of your Personal Information in relation to any Verification Mechanism that African Bank may use in relation to the WhatsApp Banking Channel.

9 **MONEY LAUNDERING AND OTHER FINANCIAL CRIMES**

- 9.1 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.
- 9.2 This means that African Bank is entitled, initially and on an ongoing basis, to –
 - 9.2.1 screen, check and process all new Customer and related information; and
 - 9.2.2 monitor all information, instructions and transactions made by and on the Customer's behalf.
- 9.3 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.
- 9.4 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 9 (Money Laundering and Other Financial Crimes).**

10 **UPLOADS AND TRANSACTIONS THROUGH THE WHATSAPP BANKING CHANNEL**

- 10.1 This section only applies to you if you are an African Bank Customer who has completed the registration process outlined in clause 4 above.
- 10.2 When using the WhatsApp Banking Channel, you acknowledge that there is no face-to-face communication between you and African Bank. You accordingly authorise African Bank to collect any documentation uploaded and effect any transactions requested in

accordance with your instructions communicated to African Bank through the WhatsApp Banking Channel via the Chat functionality.

- 10.3 African Bank shall act upon all instructions that it receives from you through the WhatsApp Banking Channel on the assumption that you are using your own Access Code in a Chat in order to access the WhatsApp Banking Channel. Once you have issued an instruction to African Bank via a Chat and have 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.
- 10.4 If you upload any documentation to the WhatsApp Banking Channel, you hereby consent to African Bank's Processing of any Personal Information therein for the purposes of providing African Bank products to you.
- 10.5 You hereby warrant that you shall not upload any documentation containing Personal Information of another person to the WhatsApp Banking Channel without having first obtained such person's express authorisation and consent. Where any documentation containing the Personal Information of another person is uploaded to the WhatsApp Banking Channel, you hereby warrant that you have obtained the express authorisation and necessary consents for African Bank to Process such Personal Information.
- 10.6 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.
- 10.7 If you issue instructions for more than one transaction, African Bank shall be entitled to determine the order in which the transactions are executed.
- 10.8 You hereby warrant to only upload documentation that is free from any material error or fraudulent intent.
- 10.9 **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 WhatsApp Banking Channel. African Bank shall further not be held liable for any losses you may suffer as a consequence of African Bank acting upon any documentation you may have mistakenly uploaded to the WhatsApp Banking Channel, or any documentation containing any errors or fraudulent information.**

- 10.10 Once an instruction issued by you 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.
- 10.11 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.
- 10.12 You agree to comply with all applicable laws when uploading documents, issuing instructions and making payments through the WhatsApp Banking Channel. You must consider the effects of any transaction, including tax effects and transaction fees which may apply.
- 10.13 **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.**

11 DEVICE REQUIREMENTS FOR WHATSAPP BANKING CHANNEL

- 11.1 You are responsible for ensuring that you have the necessary Devices, software and access to third-party communication services to use the WhatsApp Banking Channel and you are responsible for any costs incurred in relation to the purchase and use of such Devices, software and third-party communication services.
- 11.2 African Bank does not warrant that any WhatsApp Banking Channel will be compatible with nor that it will operate with every type of Device.
- 11.3 **If the Device which you use to access any WhatsApp 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.**

- 11.4 **Do not use public Devices (for example, a computer at an Internet Café) to access the WhatsApp Banking Channel. 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.**

12 **USE OF WHATSAPP BANKING CHANNEL**

- 12.1 You agree that you shall not use the WhatsApp Banking Channel in any unlawful manner, for any unlawful purpose or illegal activity, or in any manner inconsistent with these Terms. **We reserve the right to suspend your access to the WhatsApp Banking Channel without notice in the event that African Bank reasonably suspects that you are using the WhatsApp Banking Channel for any unlawful purpose and/or activity and/or whenever it deems such action necessary in its absolute discretion.**
- 12.2 You acknowledge that the WhatsApp Banking Channel may not always be available for any reason, including without limitation, equipment (hardware) failures; software or technical malfunctions; routine or emergency maintenance; problems with a telecommunication or electricity service; or other circumstances beyond the control of African Bank, which causes are not reasonably foreseeable by African Bank.
- 12.3 African Bank may stop providing the WhatsApp Banking Channel or any services or African Bank Products provided on the WhatsApp Banking Channel 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 WhatsApp Banking Channel from time to time.
- 12.4 **African Bank shall not be held liable for any losses suffered by you as a result of the WhatsApp Banking Channel being unavailable.**

13 LINKS TO OTHER INFORMATION AND THIRD-PARTY SOFTWARE

13.1 The WhatsApp Banking Channel will not include any content belonging to third parties and we will not provide links to third party websites on the WhatsApp Banking Channel.

13.2 **You acknowledge that –**

13.2.1 **we are not responsible and/or liable for any content belonging to third parties that is purportedly provided to you by African Bank; and**

13.2.2 **you will notify us immediately if anyone purporting to act on behalf of African Bank offers to send or sends you any third party content or any links to third party websites via WhatsApp.**

13.3 African Bank also does not guarantee or suggest that any file or download on the WhatsApp Banking Channel are safe to use on any Device. While we take reasonable precautions to keep our WhatsApp Banking Channel secure, we cannot guarantee that the WhatsApp Banking Channel does 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 the WhatsApp Banking Channel because of your Device, software or services provided to you by third parties.**

14 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 WhatsApp Banking Channel; and (ii) your mobile network operator (cellphone service provider) or internet service provider may charge you for accessing and using the WhatsApp Banking Channel via a mobile network or Wi-Fi connection, and that you are solely responsible for such charges.

15 MONITORING AND SURVEILLANCE

15.1 You agree that we may monitor and record your communications on the WhatsApp Banking Channel for the following purposes –

15.1.1 to maintain the overall security of the WhatsApp Banking Channel;

15.1.2 to maintain the effective functioning and safety of the WhatsApp Banking Channel; and

15.1.3 to investigate or detect any unlawful activities in relation to the WhatsApp Banking Channel.

16 YOUR USE OF THE WHATSAPP APPLICATION

16.1 You must ensure that you download and use the latest version of WhatsApp. **If you do not install the latest version of WhatsApp, WhatsApp 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 WhatsApp 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.

16.2 You acknowledge and agree that –

16.2.1 these Terms are entered into between us and you. However, since WhatsApp is made available by Facebook Inc through an App Store, both Facebook Inc and the App Store are third parties under these Terms and will also have the right to enforce these Terms against you;

16.2.2 **to the maximum extent permitted by law, neither Facebook Inc nor the App Store gives or enters into any warranty, condition or other term in relation to WhatsApp and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to WhatsApp or as a result of you or anyone else using WhatsApp or relying on any of its content;**

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

16.2.4 in the event of any claim by a third party that your possession or use (in accordance with these Terms) of WhatsApp infringes any intellectual property rights, neither Facebook Inc nor the App Store will be responsible or liable to you in relation to that claim.

17 HOW WE DEAL WITH YOUR PERSONAL INFORMATION

Our collection and use of personal information in connection with your use of the WhatsApp Banking Channel is subject to the terms of African Bank's **Privacy Policy**. Your continued access to and use of the WhatsApp Banking Channel constitutes your acknowledgement that you have read and agreed to be bound by the **Privacy Policy**.

18 OUR INTELLECTUAL PROPERTY

- 18.1 We are the owners of the copyright and all other intellectual property rights (including all registered and unregistered trademarks) in and to the WhatsApp Banking Channel as well as all content on or sent through the WhatsApp Banking Channel. The logos and trade marks on the WhatsApp Banking Channel belong to us or third parties and nothing in these Terms or in the WhatsApp Banking Channel gives any person the right to use any trademark or intellectual property without our prior written permission. The use of the WhatsApp Banking Channel is licensed only to you and you will not grant any rights of use or any other rights in respect of the WhatsApp Banking Channel or any intellectual property rights therein to any other person.
- 18.2 **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 WhatsApp Banking Channel and/or any intellectual property rights flowing therefrom.**
- 18.3 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 WhatsApp Banking Channel, its content, including any intellectual property rights in the WhatsApp Banking Channel, its 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 WhatsApp Banking Channel and/or any content featured on the websites which are accessed via links that are found on the WhatsApp Banking Channel. You may not sub-license such third party content, including intellectual property rights associated with such third party content.
- 18.4 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 WhatsApp Banking Channel.

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

19 WARRANTIES AND UNDERTAKINGS BY YOU

19.1 You warrant that –

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

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

19.1.3 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;

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

19.1.5 you have been informed at clause 28 (Customer Contact Information) below that you can refer any questions that you may have to us;

19.1.6 you have given us the correct information; and

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

20 DISCLAIMER AND LIMITATION OF LIABILITY (LIMITS OUR RESPONSIBILITY TO YOU)

20.1 Whilst all reasonable precautions have been taken, African Bank does not warrant that the WhatsApp Banking Channel or any downloads via the WhatsApp Banking Channel 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 WhatsApp Banking Channel or information made available on the WhatsApp Banking Channel or your inability to use the WhatsApp Banking Channel or any of the information on the WhatsApp Banking Channel.**

20.2 In addition and to the extent that it is lawful to do so, African Bank disclaims all warranties and conditions with respect to the WhatsApp Banking Channel, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.

- 20.3 African Bank cannot guarantee the accuracy of the information that may be accessed by you through the use of the WhatsApp Banking Channel. **Accordingly, African Bank shall not be held liable for any damages suffered by you should you rely upon such information to your detriment.**
- 20.4 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:**
- 20.4.1 **someone finding out any of your Access Codes;**
 - 20.4.2 **any technical issues that may arise in respect of the WhatsApp Banking Channel, including examples such as defects, interruptions, malfunctions, downtime, or any other technical failures;**
 - 20.4.3 **any person gaining access to your information on the WhatsApp Banking Channel as a result of your negligence;**
 - 20.4.4 **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;**
 - 20.4.5 **non-delivery or delayed delivery of notifications;**
 - 20.4.6 **failures or delays caused by third-party service providers;**
 - 20.4.7 **the WhatsApp Banking Channel being unavailable;**
 - 20.4.8 **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**
 - 20.4.9 **any event that African Bank has no direct control over.**

21 YOUR RESPONSIBILITY FOR OUR LOSS OR DAMAGES

- 21.1 **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.

21.2 You specifically agree that you will be responsible for any loss that we may suffer because –

21.2.1 you don't make certain payments;

21.2.2 you gave us incorrect information or instructions;

21.2.3 you gave us personal information of another person where you did not have the permission of such person to give us that information;

21.2.4 you did not have enough money for a payment from any of your accounts;

21.2.5 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.

22 CHANGES TO THESE TERMS

22.1 We may make changes or updates to these Terms, from time to time. We may do this by posting the updated Terms on our Site or the WhatsApp Banking Channel, or by sending you an email, text message (SMS) or post. In the event that you proceed to use the WhatsApp Banking Channel 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.

22.2 Without limiting clause 22.1, 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 WhatsApp Banking Channel, 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 WhatsApp Banking Channel. 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.

23 NON-COMPLIANCE WITH THESE TERMS

- 23.1 We may stop you from using the WhatsApp Banking Channel 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.
- 23.2 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:
- 23.2.1 we believe or suspect your account or the WhatsApp Banking Channel are being used unlawfully; or
- 23.2.2 we must do this for legal reasons.
- 23.3 You agree that you will immediately stop using the WhatsApp Banking Channel on termination of these Terms for whatever reason.

24 DISPUTE RESOLUTION AND COMPLAINTS PROCEDURE

- 24.1 If you have a complaint about your use of the WhatsApp Banking Channel or these Terms, please follow our complaints process, which is available at the Site, or from our Customer Contact Centre.
- 24.2 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.
- 24.3 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.
- 24.4 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.

25 LEGAL NOTICES

- 25.1 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*).

- 25.2 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*).
- 25.3 We may send other written communications or notices (including a notice about a change to these Terms) to you by email to your email address, text message (SMS) to your mobile number or post to your street or postal address.
- 25.4 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 WhatsApp Banking Channel, will be sufficient proof of any instructions you have given us or transaction you have performed on the WhatsApp Banking Channel, the content or services on any WhatsApp Banking Channel or Value-Added Services, unless you can prove otherwise.

26 **APPLICABLE LAW AND JURISDICTION**

- 26.1 The laws of the Republic of South Africa govern these Terms.
- 26.2 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.

27 **GENERAL PROVISIONS**

- 27.1 Headings in these Terms are only for information and may not be used to interpret these Terms.
- 27.2 South African time applies when working out any dates or times.
- 27.3 If any dispute results from technical issues related to the WhatsApp Banking Channel, a court or arbitrator will interpret these Terms practically without focusing too much on technical issues.
- 27.4 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.
- 27.5 If any clause in these Terms is invalid or illegal or cannot be enforced, the other clauses will still be valid.

- 27.6 You must make sure you understand exchange control regulations and fully comply with them when you use the WhatsApp Banking Channel to transact outside of South Africa.
- 27.7 You are responsible for making sure that you never use the WhatsApp Banking Channel for any illegal purpose. You will be legally responsible for any illegal transactions that you make.

28 CUSTOMER CONTACT INFORMATION

- 28.1 If you have any complaints or questions about these Terms or the WhatsApp Banking Channel, you can call us on 0861 123 456.
- 28.2 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 –
- 28.2.1 telephone: 0860 800 900 or 011 838 0035;
- 28.2.2 email: info@obssa.co.za; or
- 28.2.3 website: www.obssa.co.za.
- 28.3 African Bank is a licensed financial services provider in terms of the FAIS. If we do not solve your FAIS complaint (complaints about financial advice) you may contact the FAIS Ombudsman –
- 28.3.1 telephone: +27 (0)12 470 9080
- 28.3.2 email address: info@faisombud.co.za; or
- 28.3.3 website: www.faisombud.co.za.