

# MOBILE BANKING TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1. Access Bank South Africa Limited ("the Bank") provides you ("the Customer") with the mobile banking service ("the Service") via its Access More mobile banking application ("Access More") and the issuance and delivery of the password. The Bank has accepted and agreed to grant the Customer access to the Service and both parties have proposed to document herein their respective rights and responsibilities in respect of access to, use of, and provision of the Service.
- 1.2. The Customer understands and accepts that the terms and conditions stated below, shall apply to the use of any of the services. The headings in these terms and conditions are for ease of reference only and shall not have any interpretative value.
- 1.3. These terms and conditions (the "Terms") must be read together with all other relevant general, product and channel terms & conditions. By making use of the channel or service, the Customer indicates that they have accepted the Terms.
- 1.4. In the Terms, "**you**" or "**your**" refers to the Customer and/or the Authorised Account User, as the context requires, and "**us**", "**our**", "**we**" or "**the Bank**" only refers to Access Bank.
- 1.5. These Terms are in addition to the terms and conditions which govern any other of your relationship with the Bank.
- 1.6. We wish to draw your attention to clauses in these Terms which could:
  - 1.6.1. limit our risk or liability;
  - 1.6.2. constitute an assumption of risk or liability by you;
  - 1.6.3. impose an obligation on you to indemnify us for any cause; or
  - 1.6.4. be an acknowledgement of any fact by you.
- 1.7. These clauses are underlined in these Terms.

## 2. THE SERVICES RELATED TO ACCESS MORE

- 2.1. In order to use Access More, you are required to complete the applicable self-registration process. Once completed, the Customer shall be afforded the utilisation of the services.
- 2.2. The Department of Home Affairs will be used to verify and validate South African Identity documents
- 2.3. Use of the Service is permitted only upon Access Bank Plc allowing access to the Customer. Access Bank Plc reserves the right to require further documentation prior to allowing such access.
- 2.4. Other products may be introduced by the Bank from time to time, and the Customer may be allowed access from time to time to other mobile banking services of the Bank.
- 2.5. Further services may be added from time to time by the Bank and the Bank reserves the right to modify, replace or withdraw any service and/or username at any time, for any reason whatsoever, without prior notice to the Customer.
- 2.6. Reference to "services" shall also include a reference to usernames and systems offered and utilised by the Bank from time to time in terms thereof;
  - 2.6.1. The services offer the Customer the flexibility to conduct business at any time, subject to
    - 2.6.1.1. the availability of the mobile connection or such other facilities which enable the services, and the services themselves; and,
    - 2.6.1.2. any periods required for maintenance of the facilities which enable the services, or the services themselves.
  - 2.6.2. If the Customer at any time attempts to, or actually breaches the mobile banking system security relating to and enabling the services or wilfully attempts to gain unauthorised access or actively disrupts the service provision or utilise the system relating to, or the mobile banking facility or the services illegally or fraudulently or for illegal or fraudulent purposes of whatever nature, the Bank has the right to terminate the transaction and the services to the Customer immediately and further reserves the right to prosecute the Customer therefor, or pursue any remedy which the Bank may have in law.
  - 2.6.3. The Customer irrevocably authorizes the Bank to accept and act upon instructions for financial and non-financial transactions given to Access More and the Customer will be bound by such instructions.
  - 2.6.4. The Customer accepts that the payment request submitted to Access More cannot be treated as evidence of Access More having paid or agreed to pay the sum so requested.

## 3. EQUIPMENT

- 3.1. Should the Customer wish to make use of any of the mobile banking systems or the services and other related services where a password is required, it is hereby recorded that a **Access More Enrolment Code shall be allocated to the customer by the Bank as a**

security and authentication measure allowing the customer to create their own Mobile Banking password. The password is private to the Customer and the Customer may not make it known to any third party at any time. The password will allow the Customer to gain access to the services linked to the Customer's username. In this regard the Customer agrees to comply with all the terms and conditions enforced from time to time and applicable to the Bank's services when entering the customer's username number and password to gain access to any of the services or usernames.

- 3.2. The Customer is solely responsible for ensuring that the mobile phone and other equipment with which the Customer accesses and uses the Service are suitable for such use and are functioning properly (including at any time providing sufficient storage for downloading data to disc or paper for printouts). Access Bank accepts no liability if the Customer suffers any loss or damage because an item of the Customer's equipment is unsuitable or not functioning properly.
- 3.3. The Customer will be solely responsible for the acquisition and installation of the connection to the mobile and any related costs and expenses will be borne by the Customer.
- 3.4. Should the mobile software and hardware requirements be modified with a view to improving or upgrading the mobile and or the facility, the resultant costs of any hardware, software or mobile connections required so as to use the system, will be for the Customer's account.
- 3.5. The Customer shall provide and maintain hardware and all consumable materials required for the use of the services. The Bank makes no representations of the suitability of any of the Customer's hardware, software or consumable materials for the use of the services.
- 3.6. The Customer is responsible for ensuring that: appropriate and up-to-date anti-virus software is installed on all Devices; as well as suitable malware protection and the latest security updates are installed on all Devices.

#### **4. UPDATES**

- 4.1. Access Bank reserves the right to alter any of its procedures concerning access to and use of the Service. In such circumstances Access Bank will post updates to notify the Customer of changes to the Service on Access More.

#### **5. THE CUSTOMER'S OBLIGATIONS**

- 5.1. The Customer acknowledges that the Customer is aware that the rendering of services is subject to various Acts and other legislation and the Customer undertakes to comply with all applicable legislation at all times.
- 5.2. The Customer acknowledges that use of the services shall in no way vary any aspect of the Bank-Customer relationship and the Customer furthermore, without limiting the generalities thereof agrees in particular that:
  - 5.2.1. The utilisation of any service shall be subject to the completion and signature by the Customer or a duly authorised signatory/ signatories in the case of a legal entity of any other documentation or agreement required by the Bank from time to time and the delivery thereof to a branch or electronic banking centre of the Bank
  - 5.2.2. The Customer shall be obliged to settle any payment obligations to the Bank in accordance with the instructions issued to the Bank through the services and that this shall not in any way entitle the Customer to overdraw any account, unless prior arrangements have been made with the Bank and then only in terms of such arrangements.
  - 5.2.3. Transactional, credit and any other limits allocated to any of the Customer's accounts shall not be exceeded. The Customer declares and warrants that all information provided by the Customer in any application form or other documentation and any information to be given in the future in terms hereof and information to be contained in each instruction process electronically through the service, is and will be correct in all respects. The Customer agrees that the Customer shall be obliged to inform the Bank of any change in the information provided by the Customer and that the Customer will have no claims against the Bank in the event of any information provided by the Customer to the Bank being incorrect. Customer to the Bank being incorrect.
- 5.3. The Customer at all times:
  - 5.3.1. Any failure on the Customer's part to follow the recommended security procedures may result in a breach of the Customer's username confidentiality and may lead to unauthorised use of Mobile Banking Services on the Customer's username;
  - 5.3.2. Any software downloaded by the Customer from the App Store is third party software, the licensing of which shall be subject to terms and conditions as the licensor of such software may impose;
  - 5.3.3. The Customer shall ensure the safe keeping and confidentiality of all devices, logon usernames, passwords, OTPs and other confidential information;
  - 5.3.4. The Customer shall ensure that the services are not used or the instructions are not issued to the relevant functions or the relevant functions are not performed by anyone other than the person authorised to do so;
  - 5.3.5. The Customer must never give or show access information to any person, including any an employee of the Bank or claiming to work for or represent the Bank in any way. The Bank will never request your sensitive secret information, including access credentials by email, SMS, and telephone. If you respond to these "phishing" messages, the Bank will not refund you if a loss of any kind that may arise.
  - 5.3.6. Customers must not respond to requests to enter or "confirm" access credentials, sent via email and/or SMS.
  - 5.3.7. The Customer shall notify the Bank immediately on the Customer becoming aware that a device or password or has been lost or forgotten or may have fallen into the hands of unauthorised persons, failing which the Customer remains liable for all instructions issued under the Customer's username and/or password;
  - 5.3.8. For security purposes, it is recommended that the Customer memorises all access credentials.

5.3.9. The Customer will be deemed to have read, understood and applied information displayed on any username, system or electronic banking site and the Customer's role in respect thereof.

5.3.10. The Customer shall not at any time:

5.3.10.1. Cede or assign any of the Customer's rights under this agreement without the prior written consent of the Bank;

5.3.10.2. Operate or use the service in any manner that may be prejudicial to the Bank.

5.4. The Bank shall be entitled and authorised to debit to, and/or deduct from, any of the Customer's accounts with the amount of the transactions effected via the services or any of them, as well as to debit the Customer's account with the amount of any fees applicable to the services from time to time.

5.5. The Customer may not reveal the Customer's Username and Mobile Banking Password to any unauthorised person and shall not compromise the secrecy of the Customer's Username and Mobile Banking Password. The Customer shall ensure that the Customer's Username and Mobile Banking Password are not compromised or divulged to unauthorised parties and shall guard the Username Number and Mobile Banking Password against access by any person not authorised to utilise the Username and Mobile Banking Password. The Customer shall be responsible for all transactions and liability arising from utilisation of the Mobile Banking facility in the event that the Customer's Username and Mobile Banking Password have been compromised or divulged to unauthorised person(s).

5.6. It is the Customer's responsibility to ensure that the correct information is provided for the payment instruction, including but not limited to the Beneficiary name, bank account number and name of the bank. The Bank does not verify the Beneficiary bank account details or check if the identity of the Beneficiary is correct. The payment instruction is completed on the information provided by the Customer.

5.7. Once the Bank has received and implemented an instruction given by the Customer in the utilisation of the services, the Customer shall not be entitled to countermand or amend such instructions, but the Customer shall be obliged to follow such procedures as may be prescribed by the Bank from time to time in respect of the various services.

5.8. If your bank account was erroneously credited and you did not grant consent to the Bank to reverse the credit, your contact details will be provided to the Payer to follow the legal process to recover funds.

5.9. The Customer acknowledges that:

5.10. The Bank does not warrant that the communication system or electronic banking will be error free or will meet any particular criteria of accuracy, competence, or reliability of information or performance of quality. The Bank expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

## **6. USE OF THE SERVICE**

6.1. Access Bank undertakes to use reasonable care that the Password not to become known to any of Access Bank's employees or agents. It is the responsibility of the Customer to set the Password at inception and to change it as and when required in order to secure confidentiality and security of the Password.

6.2. The Customer undertakes not to disclose the Password to any other person and the Customer is entirely responsible for ensuring that the Password is kept secret and not used by anyone else for any fraudulent purpose. In the event of the Password becoming known to someone other than the Customer, that person may be treated by Access More as an authorized user and Access Bank shall not be responsible for any loss or damage which may occur as a result of the Password becoming known to others. If the Customer knows or suspects that someone else has learned the Password the Customer shall inform Access Bank immediately.

6.3. The Customer agrees and undertakes to treat the access rights, documentation or any other information related to the Service, strictly private and confidential at all times.

6.4. All technology-based devices and method of electronic authentication for the security and integrity of electronic data and electronic communications transmission and identification of the sender may be subject to change, at the sole discretion of Access Bank. Access Bank is not obliged to give prior notification to the Customer for any technological change.

## **7. FEES**

7.1. For the use of Mobile Banking the Customer will be charged the following fees:

7.1.1. The Bank will charge a transaction fee based on the type of transactions the client performs. Details of the transaction fees are available from the Bank's website.

7.1.2. The Mobile Banking Service Fees due to the Bank by the Customer shall be deducted from every Transactional Account belonging to the Customer based on the number of Mobile Banking Users who have access to that account, failing which from any alternative Transactional Account belonging to the Customer.

7.1.3. If the Customer fails to pay the Bank's fees or if the Customer has insufficient funds in the account the Bank will refuse the client access to the services and to debit all outstanding fees to any other account that the client may have with the Bank.

7.1.4. The fees may be amended by the Bank on 30 (thirty) days written notice of such amendment to the Customer.

7.1.5. We can charge the Customer for our products and services, which includes fees, taxes and penalty fees. We will debit the fees to the Customer's account(s) in line with the pricing agreed between you and us or according to our published fees on the Bank's website. We can change our fees from time to time. We will give you reasonable notice of such changes.

## **8. COPYRIGHT**

- 8.1. The Bank shall at all times retain its copyright in, or license to, the software and associated documentation, should such software and associated documentation belong to it, or used in the provision of the services, as well as in respect of any logos, trademarks or service marks used.
- 8.2. The Customer shall not duplicate, reproduce or in any way tamper with the software and associated documentation without the prior written consent to the Bank.
- 8.3. In respect of third-party software the Bank is not a party to any license agreement entered into by the Customer and the supplier thereof and thus makes no warranties related to such software, including without limitations, warranties relating to suitability for particular purpose, security features or performance. The Customer acknowledges that the use of such software shall be at the Customer's own risk and indemnifies and holds the Bank harmless against any loss or damage which the Customer may suffer as a result of the use, abuse or possession of such software.
- 8.4. The utilisation of such third-party software may be illegal in jurisdictions outside of the Republic of South Africa and / or may infringe upon certain third party intellectual property rights in such jurisdictions. The Customer understands that should the Customer use any software outside the boundaries of the Republic of South Africa, it shall at all times be incumbent upon the Customer to ascertain the legality of such use and to obtain all necessary licenses and permission from the relevant parties. The Customer accordingly indemnifies and holds the Bank harmless against any and all liability which the Customer may incur in this regard.

## **9. SENDING AND PROCESSING INSTRUCTIONS**

- 9.1. The Customer's instructions to the Bank will be subject to the same turnaround time and processes that apply to the customer username, the type of account the Customer has, and the type of transaction involved.

## **10. UNAVAILABILITY OF MOBILE BANKING**

- 10.1. The Bank will at all times and for whatever reason, have the sole and exclusive right to suspend or terminate the services without any prior notification or giving any reason for such termination or suspension. The Customer undertakes, in the event of unavailability of electronic banking, to limit the Customer's potential losses by using any other means of communication with the Bank in the situation of the unavailability of the services.
- 10.2. The Customer understands that the use of the facility enabling the services and use of the services is at the Customer's own risk and that the Bank shall not be liable for any damage, loss or consequential damages which the Customer may suffer as a result of the facility enabling the services, or the services being off-line or otherwise unavailable.

## **11. LIMITS**

- 11.1. The Customer agrees that in order to utilise the services, the Customer shall be required to abide by certain limits which shall be available, including account payment limits.
- 11.2. Account Payment Limits allows the Customer to effect defined beneficiary or third-party payments up to a set and/or agreed limit. The default Limit will be set by the bank and the Customer is deemed to have enquired as to and agreed to the set default limit. The Customer will be able to change their Personal Mobile Banking Username Limits on-line.
- 11.3. Where the customer/customer has been granted access to a Business Account or has been granted access to another Customer's account, the Customer will not be able to change these Mobile Banking Limits on-line.
- 11.4. Where the customer/customer has been granted access to a Business Account or has been granted access to another Customer's account, the Mobile Banking Limits will have to be changed at the Branch with positive identification and subject to completion of such form as the Bank may require.

## **12. USING YOUR ACCOUNT**

- 12.1. You will conduct the account in a manner acceptable to the Bank.
- 12.2. The Bank reserves the right to monitor the usage of the account, the nature of the transactions and the degree of compliance with and adherence to the Bank's rules. Should we suspect that your account has been used fraudulently, unlawfully, negligently, for money laundering activities, or for the financing of terrorist and related activities, we may limit or suspend your account without notice to you.
- 12.3. We may debit the Account with any transactions undertaken by you.
- 12.4. You authorise us to accept instructions by electronic means.
- 12.5. You may not cede or assign any of your rights or obligations to the Account without the prior written consent of the Bank, which consent will not be unreasonably withheld.
- 12.6. Making Payments:
  - 12.6.1. Electronic Funds Transfer ("EFT") payments may take two Business Days (or more) to reach the nominated beneficiary's account, in line with South African banking standards, unless you request a special clearing service from us for the processing of the payment, at an additional cost. Certain beneficiaries may have special processing requirements that may delay the payment process further.
  - 12.6.2. EFT Payments cannot exceed the threshold of R5,000,000 (five million rand).

- 12.6.3. Real time gross settlement payments ("RTGS") executed over SWIFT and real time clearing ("RTC") EFT payments are final and irrevocable. Accordingly, we shall not be liable for any harm, loss or damage which may arise as a result of any incorrect payment instructions.
- 12.6.4. Successful RTGS and RTC payments can take between 60 seconds and 60 minutes to clear.
- 12.6.5. RTC payments (immediate payments) cannot exceed the threshold of R5,000,000 (five million rand) from 00:01am – 16:00pm from Monday – Friday.
- 12.6.6. RTC payments (immediate payments) cannot exceed the threshold of R250,000 (two hundred and fifty thousand rand) from 16:01pm - 00:00 from Monday – Friday and weekends and public holidays
- 12.6.7. We do not verify the account details or the identity of beneficiaries.
- 12.6.8. We are not liable for any losses or damages which may arise due to system, technical or manual failures, outside of our control.
- 12.6.9. Cancelling or Reversing Transactions
- 12.6.9.1. We will not accept instructions to stop / reverse transactions of validly drawn instruments after they are presented for payment. We may (if possible) attempt to reverse an instruction, if the Beneficiary's account is held with us and the Beneficiary gives us his/her written consent to do so. Certain instructions cannot be reversed or cancelled.
- 12.6.9.2. Funds applied to a beneficiary's account cannot be reversed without the informed consent of the beneficiary bank client.

### **13. NON-RESIDENT ACCOUNTS**

- 13.1. A Customer agrees to abide to the Exchange Control Rulings that govern payments to or from a non-resident account.
- 13.2. Payments may only be executed over SWIFT which are final and irrevocable which means a payment instruction cannot be reversed or stopped once processed.
- 13.3. We may (if possible) attempt to recall funds, funds cannot be reversed without the informed consent of the beneficiary bank client.
- 13.4. We do not verify the account details or the identity of beneficiaries.
- 13.5. Payment to resident account holders are subject to exchange control validation by the beneficiary bank, we are not responsible for the beneficiary bank's processing times or procedure.
- 13.6. We are not liable for any losses or damages which may arise due to system, technical or manual failures, outside of our control.
- 13.7. SWIFT payments may incur an additional charge, please refer to the latest fee schedule for the correct charge.

### **14. BUYING PREPAID SERVICES**

- 14.1. We offer value-added services that enable you to, but not limited to, buy data, airtime and prepaid electricity.
- 14.2. Prepaid services bought online are not refundable, so you must be certain the information you use when buying a prepaid service is accurate.
- 14.3. Prepaid purchases through our digital channels are charged a fee. Please see our latest fees, available on our website.
- 14.4. Availability and termination
- 14.4.1. We will make a reasonable effort to ensure that the value-added services are available, except during scheduled maintenance periods.
- 14.4.2. We are entitled to discontinue providing value added services or any part of it with or without notice to you

### **15. PROTECTION OF PERSONAL INFORMATION**

- 15.1. By entering into this relationship with the Bank, you consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources or third parties for credit, fraud and compliance purposes. You consent to us Processing your Personal Information in order to provide products and services to you in terms of this agreement and any other products and services for which you may apply.
- 15.2. Your information will be confidential and will only be processed if you consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, our or a third party's lawful interest is being protected or pursued.
- 15.3. We may process your personal information. Information includes amongst others: marital status, national origin, age, language, birth, education, financial, identifying number, e-mail address, physical address, telephone number, biometric information and your name. The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
- 15.4. We will treat your personal information confidentially and will not disclose it unless:
- 15.4.1. We are legally compelled to do so;
- 15.4.2. It is in the public interest to disclose your personal information;
- 15.4.3. Our interests require disclosure; or
- 15.4.4. You have given your consent.
- 15.5. Any queries can be directed to: [popinformationofficersa@accessbankplc.com](mailto:popinformationofficersa@accessbankplc.com)

## **16. GOVERNING LAW, JURISDICTION & COSTS**

- 16.1. These terms and conditions shall be interpreted in accordance with and governed by the laws of the Republic of South Africa, notwithstanding the fact that an instruction may originate from outside the borders of the Republic of South Africa.
- 16.2. The Customer agrees to the jurisdiction of the Magistrate's court in respect of any matter relating to the operation of the account, notwithstanding that the amount in issue may exceed the jurisdiction of such court. The Bank shall be entitled, in its discretion, to institute any such proceedings in any division of the High Court.
- 16.3. The Customer shall be liable for all legal costs, limited to legal costs on the so-called attorney and own client scale, collection charges and tracing fees, which the Bank may incur in recovering or attempt to recover money, which the Customer owes the Bank.

## **17. DOMICILIUM CITANDI ET EXECUTANDI**

- 17.1. For the purpose of the Customer's *domicilium citandi et executandi*, the Customer's physical address, as provided by the Customer to the Bank, will be considered as the address which the Customer chooses as the address to which the Bank will send all legal notices, correspondence (unless an alternative correspondence type is preferred), statements (unless an alternative statement delivery method is chosen) and where any process of court may be served on the Customer. In the event the Customer chooses a different *domicilium citandi et executandi* than the above, the Customer must inform the Bank in writing of the chosen *domicilium citandi et executandi*.
- 17.2. The Bank chooses as its *domicilium*: Building 3, Inanda Greens Business Park, 54 Wierda Road West, Wierda Valley, Sandton, 2196.
- 17.3. Any correspondence and/or legal notice the Bank sends to the Customer's chosen *domicilium* shall be convincingly deemed to have been received by the Customer on the seventh Business Day of posting.
- 17.4. A party may change its *domicilium citandi et executandi* to any other address by written notice to the other party or, in the case of the Bank, to the Customer Email Address, to that effect, provided that a physical address shall also be given as a *domicilium citandi et executandi*, whenever a postal address is given. Such change of address will be effective after receipt of notice of the change of *domicilium citandi et executandi*. You can do this through any Access Bank Branch or the Access Bank Customer Care Centre. It may take up to seven Business Days to register the change.
- 17.5. All notices to be given in terms of these terms and conditions will;
  - 17.5.1. Be given in writing;
  - 17.5.2. Be delivered by hand in which case it shall be deemed to have been received on the date of delivery by the party;
  - 17.5.3. Be sent by registered post in which case it shall be deemed to have been received ten (10) business days after the date of posting.

## **18. ELECTRONIC COMMUNICATION**

Any communication to be made between the Customer and the Bank in connection with these Terms may be made by electronic mail or other electronic means, if the Customer and the Bank notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means.

## **19. INDEMNITY**

Please pay special attention to this clause.

- 19.1. The Customer hereby waives the Customer's rights in respect of and indemnifies the Bank against any demand, claim or action relating to, or in connection with the services, whether directly or indirectly, unless such demand, claim or action arose as a direct consequence of the gross negligence or wilful misconduct of the Bank or any of its employees.
- 19.2. Any demand, claim or action arising against the Bank in connection with these Terms be limited to direct damages (except where such demand, claim or action arose as a direct consequence of the Bank's gross negligence or willful misconduct). Special or consequential damages are hereby specifically excluded.
- 19.3. The Customer indemnifies and holds the Bank harmless from:
  - 19.3.1. all harm, demands, claims, actions, losses and damages of whatsoever nature which may be brought against the Bank or which the Bank may suffer or incur arising from the Bank acting or not acting on any instruction, or arising from or out of the malfunction, product failure or unavailability of any hardware, software or equipment, the loss or destruction of any data, power failures, corruption of storage medias, natural phenomena, riots, acts of vandalism, sabotage, terrorism, and any other events beyond the Bank's control, interruption or distortion of communication links or arising from the reliance by any person on incorrect, illegible, incomplete or inaccurate information or data contained in any instruction received by the Bank;
  - 19.3.2. any loss or damages that may arise from the use, misuse, abuse or possession of any third-party software, including without limitation any operating system software, browser software, or any other software packages or programs.
  - 19.3.3. any unauthorised access to the Customer's account or any breach of security or any destruction or accessing of the Customer's data or any destruction or theft of, or damage to, any of the Customer's equipment; and
  - 19.3.4. where the Customer has requested receipt of e-Statements based on the electronic structures of the Customer, the Bank and third parties, which compel the electronic transfer of confidential data. The Customer indemnifies the Bank against claims and holds it harmless from all demands, damage and losses resulting from interception, miscommunication, non-delivery, delays, fraud and loss of data, or arising from risks associated in transmitting e-Statements.

- 19.4. The Bank is indemnified from loss, damage or theft to Customer's data, equipment and from an unlawful access or security breach to the Customer's data (including without limitation the account information, transactions, balances, passwords and any other information accessible).
- 19.5. The Bank is indemnified from any use, possession of any software used to acquire e-Statements as a service which include without limitation browser software, operating systems, 3rd party software, connectivity software or any other programs or software tools.

## **20. DISPUTE**

- 20.1. Should any dispute arise at any time between the Bank and the Customer relating to the Terms, such dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("**AFSA**") by an arbitrator or arbitrators appointed by AFSA. The Customer agrees that in pursuance hereof, either the Customer or the Bank may demand that a dispute be referred to arbitration, by giving written notice to that effect to the other party.
- 20.2. This clause shall not preclude the Customer or the Bank from obtaining relief from a court with competent jurisdiction, pending the decision of the arbitrator.
- 20.3. The arbitration referred to herein shall be held at Johannesburg in the English language and shall be held immediately with a view to be completed within twenty-one (21) days after it is demanded. The Customer irrevocably agrees that the decision of the arbitrator in the arbitration proceedings:
- 20.3.1. Shall be final and binding on the Customer;
- 20.3.2. Shall be carried into effect; and
- 20.3.3. May be made an order of court of competent jurisdiction.
- 20.4. Should the Customer be in arrears with any payment due by the Customer in terms of these Terms, a certificate given by any general manager, assistant general manager, senior manager, manager or administrator for the time being of the Bank (whose appointment and authority it is not necessary to prove) setting out such amount owing by the Customer in terms of these Terms, or any other fact, shall be prima facie proof of that amount and shall be valid as a liquid document or for the purpose of obtaining any order or judgment thereon against the Customer in any competent court.
- 20.5. The Customer that lives outside the borders of the Republic of South Africa, but has an account at the Bank, warrants that the Customer is aware of the South African Reserve Bank Regulations and that the Customer has complied therewith.

## **21. BREACH**

- 21.1. Should the Customer breach any term, or fail to perform any of the Customer's obligations in terms of these or any other terms and conditions which the Customer may have with the Bank, the Bank shall be entitled, without notice, to cancel these Terms and withdraw the services with immediate effect, without prejudice to any rights which the Bank may have in law including, but not limited to, the Bank's right to recover:
- 21.1.1. Any amounts due to the Bank in terms of these Terms; and/or
- 21.1.2. Any loss or damage suffered by the Bank as the consequence of the breach by the Customer of these terms and conditions, or the cancellation of these Terms, or the withdrawal of the Bank's services.

## **22. ELECTRONIC SIGNATURES**

Notwithstanding anything set out elsewhere in these Terms, any Electronic Signature (as defined in the Electronic Communications and Transactions Act 25 of 2002 ("**ECT Act**") to these Terms (or any other document in relation to these Terms) shall have the same legal validity and enforceability as a manuscript signature to the fullest extent permitted by applicable law, including in terms of the ECT Act, and the Parties hereby waive the right to raise any objection to the contrary.

## **23. AMENDMENTS**

The Customer agrees to the Bank's right to change, repeal, place or add to any terms and conditions of these Terms, which amendment(-s) will not materially change the Customer's existing rights. In all other instances, the Bank will notify the Customer thirty (30) days in advance in writing or electronically before the proposed amendment (-s) become effective. Should no objections be received from the Customer within the said period, these Terms will be deemed to have been amended accordingly.

## **24. CUSTOMER'S WARRANTIES**

- 24.1. You warrant to us, to your knowledge, that no litigation, arbitration or administrative proceeding is in progress, pending or threatened against you, or any of your assets, which could materially adversely affect your financial position. You also warrant to us that you are not in liquidation, sequestrated, under curatorship or under business rescue (final or provisional) or other legal disability, nor are such process or proceeding in progress or threatened.
- 24.2. You warrant to notify us immediately if you are sequestrated/liquidated (including provisionally or finally) or placed in business rescue or other legal disability.
- 24.3. Where the Customer is in breach of these Terms the Bank shall be entitled to litigate against the Customer immediately and the Customer hereby consents to the jurisdiction of the South African Magistrates' Court having jurisdiction in respect of all proceedings arising from these Terms and the Customer shall be liable for all attorney-and-client costs (inclusive of all pre- and post-litigation charges, tracing charges, collection commissions and so forth) which may be incurred by the Bank. The Bank shall have the right, at its sole discretion, to institute any legal proceedings in the appropriate division of the High Court of South Africa having jurisdiction.

## **25. TERMINATION**

In addition to our right to terminate in accordance with clause 21:

- 25.1. We may close the account and cancel these Terms if the balance falls below any required minimum balance or otherwise at any time following the expiry of reasonable notice.
- 25.2. The Customer may terminate these Terms by notifying us in writing.
- 25.3. All transactions / instructions submitted before termination will be carried out. We are entitled to keep sufficient funds in the accounts to provide for amounts that may become due after termination. Once all pending transactions have been processed you may withdraw the remaining funds from the account. Any amount you owe us will remain due and payable on account closure.
- 25.4. The Bank reserves the right to classify any account as dormant. The Bank will notify the Customer before an account is classified as dormant.
- 25.5. If the Customer does not respond to such notice within the specified period of time, the Bank reserves the right to close the dormant account. If this happens, the Customer may claim any funds in that account within 65 (sixty-five) years from the date of the last transaction on the account. If the account balance is in debit and the bank has not recovered the amount owing after a period of time considered by the bank to render the account overdue, the bank may at its discretion write-off the amount involved and/or record the debt against the name of the Customer and/or account user with any credit bureau or similar agency after the necessary notice has been given to you. Any cards must be returned to us if the account is closed.

## **26. GENERAL**

- 26.1. By completing the application process for the services, and subsequently entering the Customer's Password and Logon Verification Code number to gain access to services, the Customer has affected an electronic signature and agrees to be bound to the terms and conditions in force at that point in time as they may appear on the Bank's Mobile website and as may be amended by the Bank from time to time.
- 26.2. In addition to these Terms, you will be bound by any tacit agreement between you and us relating to any of your accounts, the common law and by the present-day customs, procedures and practices.
- 26.3. No relaxation or indulgence granted by us to you or to any other party will be deemed to be a waiver of our rights, nor a replacement or waiver of our rights under these Terms with you.
- 26.4. We may terminate these Terms at any time by giving you reasonable notice of termination.
- 26.5. We reserve the right to refuse to open an account or accept a deposit.
- 26.6. In the event of fraud, suspected fraud, or if the law compels us to do so, we reserve the right to freeze or close your account and/or stop a service to you, without notice.
- 26.7. Every provision of the terms and conditions is deemed to be separate and severable. If any provision is found to be defective and unenforceable for any reason, the provision will be severed from the remaining provisions and that the validity of the remaining provisions will continue to be of full force and effect.
- 26.8. A reference to an enactment is a reference to that enactment as at the date of these Terms and as amended or re-enacted from time to time.

## **27. GLOSSARY**

- 27.1. "Access More" is the brand name for the mobile banking application launched by Access Bank Plc.
- 27.2. "Account" means the account in the name of the Customer which is designated for the debiting and/or crediting of transactions.
- 27.3. "Agreement" means the Terms and Conditions contained herein
- 27.4. "Authorised Account User" refers to a user that is allowed to perform certain/all transactions on the Customer's account, with permission of the Customer and duly authorised by the Bank.
- 27.5. "Application" refers to the application for an account by the Customer and includes the application forms which have been approved.
- 27.6. "Bank" means Access Bank South Africa Limited.
- 27.7. "Beneficiary" means the recipient that receives the payment
- 27.8. "Business Day" means any day other than a Saturday, Sunday or public holiday in South Africa.
- 27.9. "EFT" means Electronic Funds Transfer
- 27.10. "Functionalities" means all Financial and Non-Financial features available on the Access More app.
- 27.11. "Immediate Payment" is also referred to as "RTC" real time clearing
- 27.12. "Mobile" means a global network accessible through an Mobile Service Provider, by any person or business.
- 27.13. "OTP" means One-Time-Pin
- 27.14. "Password" means the secret alphanumeric code set and maintained by the Customer, which together with the User ID allows the Customer to access the Access More application.
- 27.15. "Payer" means the person /entity making a payment to a beneficiary



- 27.16. "Registration" means the process whereby the Customer registers to gain access to Access More app and when prompted selects and sets a Password of the Customer's choice. This process will change the Customer status to 'Active' and allow the Customer to log-in to the application.
- 27.17. "RTC" real time clearing, also referred to as "immediate payment"
- 27.18. "RTGS" means Real time gross settlement payments which is executed over SWIFT
- 27.19. "Service" means all or any of the functionalities on the mobile banking services provided by Access Bank Plc on its mobile banking application under the brand name "Access More"
- 27.20. "User ID" the unique identifier created by the Customer which allows the Customer to access the Access More application when used in conjunction with the Password.

#### **Customer Complaints**

If you have any questions or complaints about your Account, please contact our Customer Care Centre:

**Tel:** 0861 102 205

**Email:** [customercares@accessbankplc.com](mailto:customercares@accessbankplc.com)

**Website:** <https://southafrica.accessbankplc.com/>

If we do not solve your problem or you are not happy with the way that your problem was solved, please contact the Ombudsman for Banking Services:

#### **Banking Ombudsman**

1st Floor, Houghton Place 51 West Street, Houghton Johannesburg, 2198.

P.O. Box 87056 Houghton 2041

Tel: (011) 712 1800

Fax: (011) 483 3212

Share Call: 0860 800 900

Email: [info@obssa.co.za](mailto:info@obssa.co.za)