

BancABC Payment Platforms Terms and Conditions

1. Introduction

- 1.1 This Agreement becomes effective between You and BancABC when You use or access the various BancABC payment platforms. By accessing BancABC payment platforms or using any function or service of the BancABC platforms, You enter into an agreement with BancABC on the terms and conditions set out herein.
- 1.2 You must take time to read these terms and conditions carefully, make sure You understand them and pay special attention to all the terms printed in bold.
- 1.3 In addition to this Agreement, the terms and conditions of any other product, account, service or facility which we offer and which You make use of, will apply. In the event of conflict between the provisions of this Agreement and such other terms and conditions, the provisions of this Agreement will prevail.
- 1.4 These Terms and Conditions are supplemental to the BancABC General Terms and Conditions published on the BancABC website, and subject to amendments from time to time, and the two should be read together.
- 1.5 In the event of any contradiction between the Payment Platforms Standard Terms and Conditions, as may be amended, with the General Terms and Conditions, the provisions of these Payment Platform Terms shall supersede the General Terms and Conditions
- 1.6 The Agreement is further subject to the applicable laws of this country.

2. Definitions

- 2.1 **"Access Codes"** - includes passwords, PINs, user names, user numbers and user IDs;
- 2.2 **"Password/ PIN/ One Time Password (OTP)"** shall mean a word, numbers or phrase which is known to the user, that is used for signing into the BancABC payment platform.
- 2.3 **"Agreement"** - these terms and conditions and any Statements and notices issued or to be issued by us, as amended from time to time;
- 2.4 **"Bank", "we" or "us"** – African Banking Corporation of Zimbabwe Limited t/a BancABC;
- 2.5 **"Billing Account"** - Your nominated account for the purpose of debiting the fees payable in terms of this Agreement;
- 2.6 **"Device"** - an intelligent electronic device, such as a personal computer (PC), laptop, tablet PC, personal digital assistant (PDA), cellphone, kiosk, television or similar technologies which You select to use to access the BancABC Payment platform;
- 2.7 **"Electronic banking"** - includes the systems and services that enable access to and activation of accounts and other services, performing of certain transactions, giving instructions to the Bank, making payments or obtaining information on financial products and services through a Device on a public or private network and shall include such platforms as Internet banking and mobile banking;
- 2.8 **"Payment platforms"** shall include merchant services, mobile banking services, internet banking services, online banking services, social media banking services and card services
- 2.9 **"PIN"** - personal identification number;
- 2.10 **"Statement"** - bank statement, contract or translation note, confirmation notice for investment services, or any of these or similar documentation, as applicable, depending on the service;
- 2.11 **"You" or "Your"** - the person who registers for and uses the BancABC payment platforms, or in whose name an account is opened, including any legal entity;

3. Changes to this agreement

- 3.1 We may change this Agreement from time to time. The latest version will apply to You each time You use the BancABC payment platforms.
- 3.2 It is Your responsibility to review the terms and conditions each time You access or use the BancABC payment platforms. Each time You access or use payment platforms You agree to be bound by the terms and conditions as amended from time to time.
- 3.3 If You do not accept the terms and conditions of this Agreement, You should not access or make use of the BancABC payment platforms.

4. Activation of payment platforms access

- 4.1 Before we allow You access to payment platforms we may need information from You to verify that You are who You say You are.
- 4.2 By signing into BancABC payment platforms You acknowledge that You have read and understood, and accepted the terms and conditions set out herein.
- 4.3 You further acknowledge that information transmitted through the Internet or any other communication system, including wireless communication system, is inclined to unlawful access, falsification and monitoring and that the use of the BancABC payment platforms shall be at Your own risk, and You hereby indemnify BancABC for any loss that may arise Yourself as a result of the circumstances set out in this clause 2.2.
- 4.4 By accepting these terms, You authorise BancABC to carry out any and all instructions You give via the payment platforms, including but not limited to, the debiting of and transfer of funds from Your nominated Account and the providing of information on the Account.
- 4.5 All instructions are to be authenticated by the use of a password chosen by You and acceptable to BancABC.

5. Security features and precautions

- 5.1 You must take all reasonable precautions to prevent unauthorised access and use of Electronic Banking. It is Your responsibility to look after Your Access Codes and keep them secret. Any person in possession of or who knows Your Access Codes may get access to Your accounts and withdraw money or use Your private account information unlawfully.
- 5.2 If You fail to keep Your Access Codes secret or fail to take reasonable precautions to prevent unauthorised access and use of Electronic Banking, You hereby indemnify and hold harmless BancABC for any loss or damage You may suffer.
- 5.3 If You ask us to stop or change any Access Code, You agree that we may:
 - 5.3.1 ask You to prove Your identity to us;
 - 5.3.2 Stop any payment or instruction if it has not already been carried out;
 - 5.3.3 reverse any payments to the extent permissible in law; or
 - 5.3.4 deactivate the Access Code (stop it from working) immediately.

6. Security safeguards

- 6.1 Login password
 - 6.1.1 The payment platform You choose to use will prompt You to change Your login password on first login.
 - 6.1.2 If You discover or suspect that Your Access Code is known to someone else, You must immediately change the Access Code through the respective platform. If this is not possible, You must notify BancABC immediately. BancABC will suspend use of the particular payment platform until new Access Codes have been set up.
- 6.2 Statement check
 - 6.2.1 If You become aware of any transaction on any of Your accounts that has not been validly authorised by You, You must notify us immediately.
 - 6.2.2 For this purpose, You are reminded that You must, as is required of You for all Your accounts, check all Statements for any unauthorised transactions.

7. Fees

- 7.1 BancABC will charge a fee each time You use Your account to make a transfer or payment (a transaction fee), based on the type of transaction You do. BancABC will deduct the fees from Your Billing Account.
- 7.2 The fees will change from time to time and in such instances, we will give You at least 30 days prior notice through means such as an advert in the newspaper, the BancABC website or a notice in our branches.

8. Instructions

- 8.1 When using the BancABC payment platforms, You communicate with us electronically, so there is no direct personal contact between us and You, as such, BancABC will rely on and carry out all instructions that appear to come from You through use of Your Access Codes.
- 8.2 BancABC will act on instructions in accordance with the processing times as communicated to You for the particular service to be performed.
- 8.3 A payment which has been initiated and completed by You and processed on the platform may not be cancelled nor reversed, even if it is a repeat of the same payment. BancABC shall not

be responsible for any loss or damage You may suffer as a result of the processing of the transaction. However, if You do ask us to reverse the transaction, we may, at our discretion try to do so to the extent that this is permissible in law and possible under the rules and practices of the banking system. You agree that You will be responsible for any costs BancABC will incur as a result thereof.

9. Availability of BancABC Payment Platforms

9.1 BancABC shall make reasonable efforts to have the payment platforms available to You on a 24-hour, 7 days a week, 365 days a year basis. However, BancABC does not guarantee continuous availability for the following, inter alia, reasons:

- 9.1.1 routine maintenance/upgrade requirements
- 9.1.2 any technical failure or problem with our or any other electronic communication directly or indirectly involved in providing Electronic Banking;
- 9.1.3 any failure or other problem with any telecommunication or electricity service;
- 9.1.4 excess demand on the systems; or
- 9.1.5 any other circumstance beyond our control.

9.2 We are entitled at any time to add to, remove or otherwise change, end or suspend any of the services available through Electronic Banking

9.3 If Electronic Banking is unavailable for any reason, You promise to limit Your potential losses as far as possible by communicating with us in any other way while this situation lasts.

9.4 Country time/national or public holidays apply when working out any dates or times for service provision

10. Call recording

10.1 To monitor quality assurance, and to help resolve any disputes between You and us, You acknowledge and consent hereto that:

- 10.1.1 we record all telephone conversations between You and Us;
- 10.1.2 we keep a record of all instructions given by You via the BancABC payment platforms

11. Hardware and Software

11.1 Transmission of information and instructions

- 11.1.1 Information or instructions sent over a Device can be intercepted, seen or changed unlawfully if any link to the device is not secure. Such information or instructions may also be delayed by circumstances beyond our reasonable control. We require You to play Your part in limiting the risk of interception or delay. BancABC shall not be liable for any loss or damage suffered by You because any person gained unauthorised access to Your Devices or the communication system.

11.2 Software compatibility

- 11.2.1.1 Although the BancABC payment platforms are compatible with a number of browser types, we shall not be liable to You for any loss You suffer as a result of any incompatibility between Electronic Banking and any computer or other device from which You access Electronic Banking.

- 11.2.1.2 We also do not warrant or imply that any file, download or application on Electronic Banking is safe to use on any device. We cannot guarantee that the system does not contain software or data that can negatively affect a computer system.

11.3 Protection against viruses

Certain BancABC payment platforms will be accessed through the Internet over which BancABC has no control. You must therefore ensure that any computer or other device You use to access the payment platform is adequately protected against acquiring viruses, BancABC shall not be liable for any loss, of whatever nature, arising as a result of Your device being attacked by any virus whilst using or accessing the payment platforms.

12. Liability for loss or damage

- 12.1. You undertake not to use the BancABC payment platforms for any criminal activity. Should You use the BancABC payment platform for any criminal activity or should You suffer any loss whilst using the payment platforms you hereby indemnify BancABC from

any liability or for any such losses or claims by third parties incurred or which may arise thereon, and hold BancABC harmless to the fullest extent permitted by law, from and against any and all losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses, third party claims and disbursements (and any and all actions, suits, proceedings and investigations in respect thereof and any and all legal and other costs, expenses and disbursements in giving testimony or furnishing documents in response to a subpoena or otherwise), including, without limitation, the costs, expenses, and disbursements, as and when incurred, of investigating, preparing, or defending any such action, suit, proceeding, or investigation (whether or not in connection with litigation in which You and BancABC are party) which have resulted from Your fault, which will include but is not limited to Your wilful misconduct, negligence, fraud and/or misrepresentation of whatever nature.

- 12.2. BancABC may, at its sole discretion and in terms of the appropriate laws, suspend your account upon reasonable suspicion that you are using the same for criminal activities or should it, on reasonable grounds to believe or suspect it is being used contrary to the terms and conditions of these terms and conditions, or the BancABC General Terms and Conditions, this shall in turn mean that you will not be able to use the BancABC payment platforms.
- 12.3. BancABC shall not be responsible for any damage, loss or consequential damage which You may suffer as a result of:
 - 12.3.1 Any malfunction or defect in the hardware used by You (which includes Your personal computer or mobile device).
 - 12.3.2 The suspension of Your account.
 - 12.3.3 Any defect in the software used by You to gain access to the BancABC payment platforms.
 - 12.3.4 Any act or omission by the Internet or Mobile Network Operator or any defect in the selected payment platform or any other medium by which access is gained to the platform.
 - 12.3.5 The BancABC payment platforms being off-line or unavailable.
 - 12.3.6 Any industrial action.
 - 12.3.7 Any other circumstances not reasonably within the BancABC's control.
 - 12.3.8 Erroneous, unauthorised, incomplete or unlawful instruction from You.
 - 12.3.9 Unlawful or unauthorised access by another person(s).
 - 12.3.10 Any claim that may arise from a third party as a result of your use of the BancABC payment platform of whatever nature and howsoever arising.

13. **Breach of the agreement**

BancABC shall not be liable for any loss, damage or expense suffered or incurred by You as a result of Your breach of any of the terms and conditions of this Agreement. Provided that BancABC may exercise and enforce any of its rights, in terms of these terms and conditions or provided at law should You breach these terms and conditions.

14. **Advertising**

From time to time BancABC may advertise its products and services, and those of other companies in the BancABC group, and any other group and/or company that BancABC may have an arrangement with. If, in connection with other agreements with us, You have asked us not to send You any marketing material (or if You do so in the future), You agree that this restriction will not apply to adverts by BancABC or any other entity in the BancABC group.

15. **Warranty by You**

You hereby warrant to BancABC that You have the required legal capacity to enter into and be bound by these Terms and Conditions. If You are a minor, you undertake that your guardian has signed an indemnity form to indemnify BancABC against any damage, loss and/or consequential damage that You may suffer as a result of incorrect, wrong, unauthorised and/or wrongful instructions or information given by You.

16. **General provisions**

- 16.1 Any indulgence BancABC may allow You will not affect nor amount to a waiver of any of its rights, whether such indulgence is express or implied.
- 16.2 If any clause in these terms is void or cannot be enforced, the remaining clauses will continue to be valid.