

## MOBILE AND INTERNET BANKING TERMS & CONDITIONS

### TERMS OF USE

Please read the following Terms and Conditions carefully. By signing this application, you acknowledge that you have read the Terms and Conditions and that you accept and will be bound by them, as they may be modified by the Bank from time to time. If you do not agree to the Terms and Conditions of use, you should not sign and submit this application

### 1. DEFINITIONS

Electronic Banking Channels provided by the Bank will offer the following services;

- a. Obtaining information relating to the Account, including transactions and standing instruction
- b. Transferring funds
- c. Paying accounts
- d. Requesting from the Bank statements and replies to enquiries which relate to the Account
- e. Purchasing airtime
- f. Paying Bills
- g. Using any other service, which may be available through Mobile or Internet Banking
- h. Account means any account held in the name of the Customer together with any accounts in respect of which the Customer holds a Valid Mandate
- i. Bank means African Banking Corporation Zambia Limited t/a Atlas Mara

### 2. USE OF ELECTRONIC BANKING CHANNELS

The use of Electronic Banking Channels is subject to Terms and Conditions as provided by the Bank. This agreement governs your and our rights and obligations when you use any of the Electronic Banking Channels. You will become bound to the most recent version of this agreement when you register to use any of the Electronic Banking Channels. Before you can use the Electronic Banking Channels you must register for the said Channel. Refer to [www.atlasmara.com](http://www.atlasmara.com) for more information on how to register for the different Electronic Banking Channels. To use the Electronic Banking Channels, you must be at least 18 years old or have your parent/legal guardian's consent. By registering to use the Electronic Banking Channels you confirm that you are at least 18 years old or have your parent/legal guardian's consent, as the case may be.

The customer acknowledges that information transmitted through the Internet or any other communication system, including wireless communication system, is susceptible to unlawful access, distortion and monitoring and that the Customer uses the Electronic Banking Channels at its own risk

The customer authorizes the Bank to carry out any and all instructions given via the Electronic Banking Channels, including the debiting of and transfer of funds from the Account and the furnishing of Account information,

provided that the instructions are authenticated by the use of:

- a. the PIN and/or Password;
- b. any other procedures which may be agreed to in writing between the Customer and the Bank.

The provision of the Electronic Banking Channels will not entitle the Customer to overdraw the Account if borrowing arrangements have not been made with the Bank, or to overdraw in excess of any borrowing limit agreed with the Bank.

The customer should comply with Atlas Mara security tips as published in customer information material from time to time.

### 3. UNAUTHORIZED USE OF THE PIN AND PASSWORD - ACCESS CODES

The Bank deals with the customer remotely when using Electronic Banking Channels (no face to face interaction), as such the Customer authorizes the Bank to act on and accept all instructions and transactions that occur after the PIN, Password or OTP have been entered or applied. We are entitled to assume that all such transactions have been authorized by you, even if such transactions took place without your knowledge or consent or were not authorized. The Customer must inform the Bank immediately if he/she knows or suspects that his/her access code (s) have been lost, stolen or may be misused.

If any unauthorized person obtains the Access Codes in any manner whatsoever, such a person will be regarded as the Customer's duly authorized agent with full authority to use the Electronic Banking Channels on the Customer's behalf, unless the Customer is able to prove that the person has obtained the Access Codes fraudulently or due to the Bank's negligence.

### 4. INDEMNITY AND WARRANTY BY THE CUSTOMER

The Customer indemnifies the Bank against any damage, loss and/or consequential damage that the Bank may suffer as a result of incorrect, wrong, unauthorized and/or wrongful instructions or information given by the customer or any other person authorized or deemed to be authorized to act on behalf of the customer.

The Customer hereby warrants to the Bank that the Customer has the required legal capacity to enter into and be bound by these Terms and Conditions

### 5. DUTIES OF THE CUSTOMER

Customer must keep his/her PIN, Password or OTP secret. The Customer must not disclose the PIN, Password or OTP, thereby giving access to any unauthorized person.

The Customer must take all reasonable precautions to

prevent unauthorized use of the Electronic Banking Channels and unauthorized access to the Account.

If the Customer suspects that the PIN, Password or OTP has become known to someone else, the Customer must immediately notify the Bank and immediately change the PIN or Password.

The Customer must provide the correct account number as well as the correct branch clearing code, where required, of all beneficiaries when instructing the Bank to make payments, pay accounts and to transfer funds to such beneficiaries. The Bank does not at any stage verify an account number and branch clearing code against the name of a beneficiary.

## **6. OTHER AGREEMENTS APPLICABLE**

Certain products and services that you use or access via Electronic Banking Channels are subject to their own terms and conditions, such as the bank account or services you access, your ATM Debit card and Credit card. This agreement (governing the use of Electronic Banking Channels) must be read together with, and forms part of each product agreement. In the event of conflict between this agreement and such other terms, the provisions of such other terms will prevail to the extent of the conflict.

## **7. FEES**

Any fees and charges in respect of the Electronic Banking Channels will be debited to the Customer's nominated bank account (Billing Account). A copy can be obtained from the Bank's website [www.AtlasMara.com](http://www.AtlasMara.com) or from any of the Bank's branches. Should the Bank be unable to recover any fees/charges from the nominated bank account on the due date, due to insufficient or for any other reason whatsoever, the Bank shall be entitled to recover such fees/charges as and when the funds may become available in the customer's nominated bank account, alternatively from any other Atlas Mara's account belonging to the Customer.

Should the Bank be unable to recover any fees/charges as per 7.1 above, the Bank reserves the right to suspend the Internet and/or Cellphone Banking service with immediate effect, with or without notice.

The Bank may vary the fees/charges in respect of Electronic Banking Channels by giving a month's notice of such amendments to the Customer by posting a notification of amendments in the public and selected media

## **8. AVAILABILITY OF ELECTRONIC BANKING CHANNELS**

The Electronic Banking Channels will be available at all times, subject to the availability of the Internet and Mobile Networks connections and to any periods required for necessary maintenance of the Internet and Mobile networks connections.

Should the Electronic Banking Channels be unavailable for whatever reason, the Customer must use the Bank's other available service channels and take reasonable steps to minimize and/or prevent loss or risk.

## **9. INTERNET REQUIREMENTS**

Should the Customer obtain access to the Electronic Banking Channels via the Internet, the customer must register with an Internet Service Provider before the commencement date.

The Customer will be solely responsible for the acquisition, installation and maintenance of the connection to the Internet or any related costs or expenses will be borne by the Customer.

Should the Internet software and hardware requirements be modified with a view to improving or upgrading the Internet, the resultant cost of any hardware, software or Internet connection required for use of the system will be for the Customer's own account.

In the event that the Customer experiences problems with the Internet and Internet connection, it is the Customer's responsibility to liaise with the Internet Service Providers prior to contacting the Bank.

## **10. CELLPHONE REQUIREMENTS**

Should the Customer obtain access to the Electronic Banking Channels via the Cell phone, the Customer must register with Mobile Network Operator before the commencement date.

The customer will be solely responsible for obtaining of the prescribed cell phone and the connection to the Mobile Network Operator and any related costs or expenses will be borne by the Customer.

Should the cell phone requirements be modified with a view to improving or upgrading the Mobile Banking Services, the resultant costs of any new cell phone or service provider connection required so as to use the Electronic Banking Channels will be for the Customer's own account.

In the event that the Customer experiences problems with the Cell phone and/or Mobile Network Operator, it is the Customer's responsibility to liaise with the Mobile Network Operator prior to contacting the Bank.

## **11. LIABILITY FOR LOSS OR DAMAGE**

The Customer acknowledges that the use of the Electronic Banking Channels and the Account is at the Customer's own risk.

The Bank will not be responsible for any damage, loss or consequential damage which the Customer may suffer as a result of:

- a. Any malfunction or defect in the hardware used by the Customer (which includes the personal computer or cell phone).
- b. Any defect in the software used by the Customer to gain access to the Electronic Banking Channels.
- c. Any act or omission by the Internet or Mobile Network Operator or any defect in the Electronic Banking Channels or any other medium by which access is gained to the system.
- d. The Electronic Banking Channels being off-line or unavailable;
- e. Any industrial action;

- f. Any other circumstances not reasonably within the Bank's control;
- g. Erroneous, unauthorized, incomplete or unlawful instruction from the Customer.
- h. Unlawful or unauthorized access by another person(s);
- i. Incorrect or late execution on non-payment of any instruction given by the Customer, due to the circumstances set out in 11.2 above.

## 12. INTELLECTUAL PROPERTY

The Bank retains all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published in the print media or website.

The customer is authorized to view and download a copy of these Terms and Conditions to a local hard drive or disk, print and make copies of such printouts, provided that the material is used for considering use of the Electronic Banking Channels and for no other commercial purposes.

Any reproduction of the Bank's proprietary material from the website or portion of it must include the Bank's copyright notice in its entirety.

Nothing on the website should be construed as granting any license or right to use any trademark without the Bank's prior written consent and/or the prior written consent of the third parties, as the case may be. The customer may not without the Bank's prior written consent, use the Bank's intellectual property or the intellectual property of third parties for any purposes whatsoever.

## 13. TERMINATION, SUSPENSION OR WITHDRAWAL OF THE ELECTRONIC BANKING CHANNELS

The Customer may terminate the Electronic Banking Channels by giving the Bank 30 (thirty) days' written notice. The notice should be signed by the customer.

The Bank is entitled, at its discretion, to terminate the Electronic Banking Channels at any time the Bank deems it necessary.

In order to protect the Customer, the Bank and the banking systems, the Bank is entitled to immediately suspend or withdraw all or part of the Electronic Banking Channels if the Channel is being used contrary to the Terms and Conditions of this agreement; the Bank has reasonable grounds to believe that the channel may be used negligently, illegally or fraudulently or the Bank believes that the security of the system used to provide the Electronic Banking Channels may be compromised.

In the event that the Electronic Banking Channels not being used for a period of 6 (six) months or longer, the Bank reserves the right to terminate the agreement without prior notice. The Customer may reapply for the Electronic Banking Channels at any time. The customer is liable for all transactions and/or obligations (and related charges) which are incurred up to and including the date of termination.

## 14. M-LOANS

By accepting these Terms and Conditions, you consent

to receiving SMSs in connection with the Loan request/application. The processing fee will be payable upfront from the Loan. In order to access the Loan, please confirm and acknowledge that you accept all the Terms and Conditions that apply to this product.

## 15. LOYALTY REWARDS

My Rewards is one way in which African Banking Corporation Zambia Limited ("Atlas Mara") endeavours to reward and thank loyal customers for utilizing the 'mobile banking and Tenga mobile wallet'. To enrol in My Rewards and receive programme benefits, you will first need to open an account at <https://atlasmarazambia.com/> and then activate the account.

"Activation" means that the mobile banking or tenga customer will fund their account and start transacting. The mobile and tenga accounts from any of the Atlas Mara branches or any third party agent location.

By signing up for Mobile banking and Tenga you are assigned ("Membership Number") to receive and redeem benefits of the Loyalty Program, including, without limitation, Loyalty Program Points, you agree that:

- a. you have read and accept these Program Rules; and you have read and accept the terms of use which are incorporated by reference herein; and
- b. you consent to the collection, use, and disclosure of your personal data by the Company, Participating and Partner Programs, and their authorized third-party agents and licensees in accordance with the company's privacy statement.

Loyalty Program benefits, amenities, offers, awards and services are subject to availability and may be changed by Atlas Mara at any time without notice. Atlas Mara may terminate the Loyalty Program, in whole or in part, with six (6) months' advance notice to all active Loyalty Members and with less than six months' notice in any jurisdiction if required to do so by applicable law.

At Atlas Mara's sole discretion, Atlas Mara may choose to substitute a similar loyalty program for another Loyalty Program at any time immediately upon notice to active Loyalty Members. If the Loyalty Program is terminated, all unredeemed Points will be forfeited without any obligation or liability, and no Redemption Award claims or promotional Award claims will be honored after the conclusion of the notice period.

### Earning Points

1. Members may earn Points in the currency of the Loyalty Program- ZMW.
2. Each member will earn points through active utilization of the mobile banking and Tenga mobile wallet service including by not limited to;
  - I. Airtime purchases
  - II. Bill payments (Electricity and Water Bills)
  - III. Payment of TV subscriptions
  - IV. Register and Fund
  - V. Deposits through Third parties

Each service on Mobile banking and Tenga will attract a different ZMW value points for each transaction performed

using the respective channels-mobile and Tenga.

Points are subject to Program Rules. Each Loyalty Program Member is responsible for reading the Program Rules, newsletters, and Account statements in order to understand his or her rights, responsibilities, and status in the Loyalty Program, as well as the structure for earning Awards.

**Taxes.** Points earned through participating in the Loyalty Program may be subject to tax liability. Any tax liability, including disclosure, connected with the receipt or use of Points is the sole responsibility of the Member.

**Conditions for Transferring Points.** Accrued Points do not constitute property of the Member. Points accrued by a Program Member are for the Member's benefit only and may not be transferred to anyone except as provided below.

**Transferring Points to Accounts of Family or Friends.** There is a limited exception to the restriction on the transfer of a Member's Points to the accounts of friends or family, provided both Accounts are in good standing.

**Death.** In the event of a Member's death, Atlas Mara may, in its sole discretion, allow unredeemed Points from the deceased Member's Account to be transferred to a family member or a friend who is an active Member upon Atlas Mara's receipt and review of all requested documentation and communications.

Members are prohibited from bartering or selling Points for cash or other consideration.

Any Points which the Loyalty Program deems in its sole discretion to have been transferred in violation of the Loyalty Program Terms and Conditions may be confiscated.

#### **Points Expiration Policy**

Members must remain active in the Loyalty Program to retain Points they accumulate. If a Member Account is inactive for Twelve (12) consecutive months, that Member Account will forfeit all accumulated Points.

Members can remain active in the Loyalty Program and retain accumulated Points by earning Points in the Loyalty Program or redeeming Points in the Loyalty Program at least once every three (3) months, subject to the exceptions described below.

- Once Points are forfeited, the Points cannot be reinstated, but a Member can earn new Points, unless that Member's Account has been deactivated.
- Not all Points activities help maintain active status

in the Loyalty Program. The following activities do not count toward maintaining an active status in the Loyalty Program:

- Gifting or transferring Points
- Receiving Points as a gift or transfer;

#### **Redeem Points**

##### **Redeeming Points for Awards.**

A Member may redeem Points to obtain certain benefits including, without limitation, Airtime, Data bundles, Pay Tv subscription and bill payments. A full listing of current benefits options is available on the Annexure 1.

Points may not be exchanged or redeemed by a Member for cash, prizes or credit.

#### **16. GENERAL**

All information on the Bank's website is only intended to provide the Customer with general information about the Bank, Bank products and services and the Bank will endeavour to ensure that the information provided is up to date. The Bank will periodically amend, change, add, delete, update or alter the information, including without limitation, the Terms and Conditions of use on its website, without notice.

Further, Bank assumes no responsibility for any errors or omissions in the content of the website. Users agrees to indemnify, defend and hold the Bank harmless from any liability, loss, claim and expense, including legal fees related to a user's violation of these Terms and Conditions or unauthorized use of the services and information provided on the website.

The Terms and Conditions will be governed by and construed in accordance with the applicable laws of the Republic of Zambia and users agree that all legal proceedings relating to the matters herein shall be adjudicated solely in the courts of the Republic of Zambia. To the extent that any portion of these Terms and Conditions shall be determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions as so modified will remain in full force and effect.

Any waiver of any provisions contained in these Terms and Conditions by the Bank shall not be deemed to be a waiver of any other right, term or provision of these Terms and Conditions I have read and understand the applicable Terms and Conditions which contain the policy summaries and other product information.