



MOBILETRANSACTIONS

# Terms and Conditions

## Internet Banking

### 5. THE BANK'S OBLIGATION

- 5.1. The Bank shall:  
Furnish a PIN and / or profile number to the Customer upon the Bank's approving the Customer's application for utilisation of the services, which PIN and / or profile number shall be collected by the Customer and handed over by the Bank at a branch of the Bank against production by the Customer of positive identification and completion of such documents as the Bank may require;
- 5.2. Furnish a replacement PIN and / or profile number, to the Customer only upon written notice, presented by the customer at a Branch of the Bank, that the Customer's current PIN and / or profile number, has been lost, forgotten or compromised and the Bank reserves the right to charge a fee for the replacement of a PIN and / or profile number, that the Customer has lost, forgotten or compromised. The replacement PIN and / or profile number shall be collected by the Customer and handed over by the Bank at a branch of the Bank against production by the Customer of positive identification and completion of such documents as the Bank may require
- 5.3. The Customer acknowledges that:  
The Bank shall neither be required to enquire into the authority of any persons who use or have used the services or the PIN, nor shall the Bank be required to inquire into the validity of any information provided by the Customer to the Bank for purposes of the utilisation of the services;
- 5.4. The Bank shall neither be required to enquire into the authority of any persons who use or have used the services or the PIN, nor shall the Bank be required to inquire into the validity of any information provided by the Customer to the Bank for purposes of the utilisation of the services;
- 5.5. 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.
- 5.6. 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. INDEMNITY

- 6.1. The Customer hereby waives the Customer's rights in respect of and indemnifies the Bank against 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.
- 6.2. Any demand, claim or action arising against the Bank in connection with the circumstances referred to in sub clause 10.1 shall be limited to direct damages. Special or consequential damages are hereby specifically excluded.
- 6.3. The Customer indemnifies and holds the Bank harmless from: All 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;
- 6.4. 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;
- 6.5. 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;
- 6.6. Any loss or damage occasioned by the failure to adhere to any terms and conditions applicable to the services and/or by the supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction.
- 6.7. Any loss or damage occasioned by the failure to adhere to any terms and conditions applicable to the services and/or by the supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction.

### 6. GENERAL

- 6.1. These terms and conditions govern the relationship between the Customer and the Bank in respect of the services. Should there however be a conflict between the provisions hereof and the provisions of any agreement relating to a specific service utilised by the Customer, then the provisions of that agreement insofar as they conflict with the provisions hereof only, will take precedence.
- 6.2. Notwithstanding the a foregoing terms and conditions, the Customer acknowledges and accepts that the Bank may from time to time amend these terms and conditions, insofar as they relate to the use by the Customer of the services. In pursuance of the a foregoing the Customer confirms that:
- 6.2.1. The Customer is aware that all such changes shall be reflected in the terms and conditions published on the Bank's internet website;
- 6.2.2. By completing the application process for the services, and subsequently entering the Customer's PIN and / or profile number to gain access to services, the Customer has effected 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 internet website and as may be amended by the Bank from time to time.
- 6.3. In these terms and conditions, unless it specifically indicates otherwise:
- 6.3.1. The singular include the plural and vice versa;
- 6.3.2. Natural persons shall include created entities, whether incorporated or not.

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 any instruction emanated from outside the borders of the Republic of South Africa.

**1. INTRODUCTION**

For the use of Internet Banking the Customer will be charged the following fees: Olympus Mobile as an authorised distribution channel of Access Bank South Africa Limited ("the Bank") provides you ("the Customer") with various Internet Banking Services ("the services"). The Bank will charge a transaction fee based on the type of transactions the client performs. Details of the transaction fees are available from any branch of the Bank or on the Bank's website. The Customer understands and accepts that the terms and conditions stated below shall apply to the use of the services. All fees due to the Bank by the Customer shall be deducted from the account of the services. The headings in these terms and conditions are for ease of reference only and shall not have any interpretative value.

6.3. If the Customer fails to pay the Bank's fees or if the Customer has insufficient funds in the account which the Customer has selected for these purposes the Bank will refuse the client access to the services and to debit all outstanding fees to any other account of the Customer.

**2. THE SERVICES RELATED TO THE PROFILE**

2.1. Once the Bank has received the Customer's application for the services and the Customer has been provided by the Bank with a (profile) number and / or a personal identification number (PIN) (which shall be a 5 (five) digit number allocated to the Customer by the Bank as a security and authentication measure during, and allowing access to the services), the Customer shall be afforded the utilisation of the services which include:

- 2.1.1. Obtaining information relating to the Customer's banking accounts;
- 2.1.2. Transferring funds to and from the Customer's banking accounts;
- 2.1.3. View and print statements relating to the Customer's banking accounts including such statements and associated documentation belong to it, or used in the provision of the services;
- 2.1.4. Effect interbank account transfers;
- 2.1.5. Effect interbank account transfers;
- 2.1.6. The Customer cannot be deprived of access or in any way tamper with the software and associated documentation without the prior written consent to the Bank;
- 2.1.7. Scheduled payments and / or transfers;
- 2.1.8. Beneficiary management;
- 2.1.9. Other products as may be introduced by the Bank from time to time, and the Customer may be allowed access from time to time to other Internet banking services of the Bank by the Customer and the supplier thereof and gives the right to the Bank to use the software by the Bank with the Bank for any reason whatsoever in its sole discretion.

**7. COPYRIGHT**

7.1. The Bank shall at all times retain its copyright in, or license to, the software and associated documentation without the prior written consent to the Bank. 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 gives the right to the Bank to use the software by the Bank with the Bank for any reason whatsoever in its sole discretion.

2.2. The Customer shall not be permitted to copy, reproduce, modify, or in any way tamper with the software and associated documentation without the prior written consent to the Bank.

2.3. Reference to "services" shall also include all other products and systems offered and utilised by the Bank from time to time in terms thereof, against any loss or damage which the Customer may suffer as a result of the use, subject to the terms and conditions of the software license.

2.4. The use of the services of the Bank may be liable for infringement of the intellectual property rights of a third party or may infringe upon certain third party rights.

2.5. The services may not be used to collect debts of any nature from other parties and the Customer must at all times give out the Customer's PIN and / or profile number to a third party to give effect to debt collection. The internet banking system has been developed to assist the Customer in conducting banking business and holds the Customer liable for any and all liability which the Customer incurs in the use of the services which can be discussed with the Bank's employees at any of the Bank's branches.

**8. SENDING AND PROCESSING**

8.1. If the Customer applies for and registers for the services and uses this facility as a debt collecting mechanism, the Bank is entitled, at its sole discretion, to immediately terminate the services.

2.7. If the Customer or the Customer attempts to, or actually breaches the internet banking system security relating to and the type of transaction involved.

**9. UNAVAILABILITY OF INTERNET BANKING**

9.1. Should the Customer wish to terminate the facility or send instructions regarding the Customer's personal information to the Bank, the Customer may not use e-mails, but must do so in person with the Bank in accordance with the provisions of clause 10 of these terms and conditions.

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**3. PIN AND EQUIPMENT**

3.1. Should the Customer wish to make use of any of the internet banking systems or the services and other related services where a PIN is required, it is hereby recorded that a PIN shall be allocated to the Customer in respect of the Customer's profile number.

The PIN is private to the Customer and the Customer may not make it known to any third party at any time. The PIN will allow the Customer to gain access to the services and the Customer shall be held responsible for the use of the PIN.

**10. LIMITS**

10.1. The Customer shall be held responsible for the use of the PIN and shall be held liable for any loss or damage which shall be a result of the use of the PIN.

10.2. Account payment limits allow the Customer to effect defined beneficiary or third party payment up to a set and / or agreed limit. The default limit will be set by the Bank and the customer is deemed to have accepted the limit and agreed to the set default limit. The Customer agrees that the limit may be reduced or increased at any time.

10.3. The Customer may adjust the limit by visiting the Customer's branch with the necessary identification of the Customer and the Bank.

10.4. Should the internet software subject to the requirements to be modified with a view to improving or upgrading the internet and or the facility, the resultant costs of any hardware, software or internet connections required so as to use the system, will be for the Customer's account.

10.5. The Customer shall be held responsible for the use of the PIN and shall be held liable for any loss or damage which shall be a result of the use of the PIN.

**11. DOMICILIUM AND NOTICES**

11.1. The Customer chooses as the Customer's domicilium citandi et executandi for the purpose of legal proceedings and for the purposes of giving and sending any notices to the Customer.

**4. THE CUSTOMER'S OBLIGATIONS**

4.1.1.2. The Customer acknowledges that use of the services shall in no way vary any aspect of the Customer's obligations in terms of this agreement, the address given to the Customer for the purpose of legal proceedings and for the purposes of giving and sending any notices to the Customer.

**13. BREACH**

13.1. In the event of a breach of any of the terms and conditions of these terms and conditions by the Customer, the Bank shall be entitled, without notice to cancel these agreements and withdraw the services of the Bank from the Customer.

13.2. Any amounts due to the Bank in terms of these terms and conditions agreement;

13.3. 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 agreements, or the withdrawal of the Bank's services.

**14. DISPUTE**

14.1. Should any dispute arise at any time between the Bank and the Customer relating these agreements, such dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of South 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.

14.2. 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.

14.3. Where the Customer is in breach of these agreements 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 this agreement 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.

14.4. 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 21 (twenty one) days after it is demanded. The Customer irrevocably agrees that the decision of the arbitrator in the arbitration proceedings:

14.4.1. Shall be final and binding on the Customer;

14.4.2. Shall be carried into effect; and

14.4.3. may be made an order of court of competent jurisdiction.

14.5. This clause is severable from the terms and conditions and shall remain valid and binding on the client notwithstanding any cancellation by the Customer of the services with the Bank or any withdrawal by the Bank of its services or any of them.

14.6. Should the Customer be in arrears with any payment due by the Customer in terms of this agreement, 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 agreements, 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.

14.7. The Bank shall not be held responsible for the confidentiality of information contained in documents that are sent to the Customer's selected e-mail address, or in respect of documents that have not reached the selected e-mail address.

14.8. 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.

## Network Contact Details

### Olympus Mobile Corporate Office

#### Registered Address

3 Tuscan Gardens Office Park  
168 14<sup>th</sup> Road  
Noordwyk  
Midrand

#### Postal Address

📮 P.O. Box 6295  
Midrand  
1685

#### Contact Details

☎ Tel: (+27) 86 044 4149 | 🌐 [www.olympusmobile.co.za](http://www.olympusmobile.co.za)  
☎ Fax: (+27) 86 583 7467  
✉ [info@olympusmobile.co.za](mailto:info@olympusmobile.co.za)

### Access Bank South Africa Limited

#### Registered Address

Building 3 Inanda Greens Business Park  
No. 54 Wierda Road West  
Wierda Valley  
Sandton  
2196

#### Postal Address

📮 P.O. Box 784921  
Sandton  
2146

#### Contact Details

☎ Tel: (+27) 11 634 4300 | 🌐 [www.accessbank.co.za](http://www.accessbank.co.za)  
☎ Fax: (+27) 11 326 7840  
✉ [customer care@accessbank.co.za](mailto:customer care@accessbank.co.za)

### Banking Ombudsman

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🌐 [www.obssa.co.za](http://www.obssa.co.za)

#### FAIS Ombudsman

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#### The Banking Council

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