

## TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC CHANNELS OF BANKING

### TERMS OF USE

Please read the following Terms and Conditions carefully. By using this website and its related services, the customer acknowledges that the customer has read and understood the Terms and Conditions and that the customer accepts and will be bound by them, as they may be modified by Steward Bank of Zimbabwe Limited (the Bank) from time to time, and posted on this website. If the customer does not agree to the Terms and Conditions of use, the customer may not use this website.

#### 1. DEFINITIONS

In these Terms and Conditions, the following words will have the following meanings:

1.1 'Electronic Channels Banking' means the service provided by the Bank including and offering the following:

1.2 Obtaining information related to the Account, including transactions and standing instruction;

1.3 Transferring funds;

1.4 Paying accounts;

1.5 Making own defined payments where the Customer provides the beneficiary's details;

1.6 Requesting from the Bank statements and replies to enquiries which relate to the Account;

1.7 Creating Stop Orders and

1.8 Using any other service, which may be available through Online Banking or Electronic Channels Banking.

1.9 Electronic Channels Banking also includes Online Banking, Mobile Banking and Batsi the Bot.

1.10 'Account' means any facility, arrangement or other transaction platform between the Bank and Customer, held or registered in the name of the customer including any such other accounts in respect of which the Customer holds a valid Mandate.

1.11 'Bank' means Steward Bank Zimbabwe Limited.

1.12 'Billing Account' means the Customer's nominated account used for the purpose of debiting the fees payable in terms of this agreement.

1.13 'Commencement Date' means the date of submission of a signed application for registration.

1.14 'Customer' means the person who has registered to use Electronic Channels Banking.

1.15 'Main User/s', means the person/s authorized or deemed to be authorized by the Customer to use the Electronic Channels Banking.

1.16 'Password' means the alphanumeric (both letters and numbers or any prescribed format) characters chosen by the Customer or Main User, as the case may be, used as an additional security and authentication when accessing the Electronic Channels Banking.

1.17 'PIN' means numeric digits (Personal Identification Number), chosen by the Customer or Main User and used as a security or authentication when accessing the Electronic Channels Banking.

1.18 'One Time Pin (OTP)' is a unique code that acts as a one time password that is required when performing particular transactions on Online Banking which is generated by tokens.

## 2. USE OF ELECTRONIC CHANNELS BANKING

2.1 The use of Electronic Channels Banking is subject to terms and conditions as provided by the Bank. This agreement governs the customer and our rights and obligations when the customer uses or accesses any of the Electronic Channels Banking services. The customer will become bound to the most recent version of this agreement once the customer registers to use the Electronic Channels Banking. Before the customer can use the Electronic Channels Banking services the customer must have more information on how to register for the different Electronic Channels Banking services available. To use the Electronic Channels Banking, the customer must be at least 18 years old or have the customer's parent/legal guardian's consent unless the customer is an emancipated minor. By registering to use the Electronic Banking Channels the customer must therefore confirm that the customer is at least 18 years old or have the customer's parent/guardian's consent or have been emancipated, as the case may be.

2.2 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 Channels Banking at their own risk.

2.3 The Customer authorizes the Bank to carry out any and all instructions given via the Electronic Channels Banking, including the debiting of and transfer of funds from the Account and the furnishing of information on the Account, provided that the instructions are authenticated by the use of:

2.3.1 The PIN and/or Password

2.3.2 Any other procedures which may be agreed on in writing between the Customer and the Bank

2.4 The provision of the Electronic Channels Banking will not entitle the Customer to overdraw the Account if overdraft or other borrowing arrangements have not been made and approved by the Bank, or where such arrangements have been made to overdraw in excess of the borrowing limits approved by the Bank.

2.5 The customer should comply with Steward Bank security recommendations and directions as published on the website from time to time.

### 3. UNAUTHORISED USE OF THE PIN AND PASSWORD – ACCESS CODES

3.1 The Bank deals with the customer remotely when using Electronic Banking Channels (there is 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 customers PIN, Password or OTP have been entered or applied. The Bank is entitled to and will proceed on the assumption that all such transactions have been authorized by the customer, even in circumstances where such transactions occur without the customers knowledge, consent or authority. 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 subjected to unauthorized use.

3.2 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 Channels Banking on the Customer's behalf, unless this is due to the Bank's negligence.

### 4. INDEMNITY AND WARRANTY BY THE CUSTOMER

4.1 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.

4.2 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

5.1 The Customer must ensure secure retention of his/her PIN, Password or OTP secret. The Customer is prohibited from disclosing the PIN, Password or OTP, to third parties to prevent access by unauthorized person.

5.2 The Customer must take all reasonable precautions to prevent unauthorized use of the Electronic Channels Banking and unauthorized access to the Account.

5.3 If the Customer suspects that the PIN, Password or OTP has become compromised, the Customer must immediately notify the Bank and arrange to immediately change the PIN or Password

5.4 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 or when accessing or carrying out any other transaction or service. The Bank is not obliged to, at any stage; verify an account number and branch clearing code against the name of a beneficiary.

## 6. OTHER APPLICABLE AGREEMENTS

Certain products and services that the customer uses or accesses via Electronic Channels Banking such as the bank account or services that the customer accesses, the customers ATM Debit card and Credit card are subject to their own terms and conditions. This agreement (governing the use of Electronic Channels Banking) 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

7.1 Any fees and charges in respect of the Electronic Channels Banking will be debited to the Customer's nominated bank account (Billing Account). A copy of the fees and charges tariff can be obtained from [www.stewardbank.co.zw](http://www.stewardbank.co.zw) or from any Steward Bank branch. Should the Bank be unable to recover any fees/charges from the nominated bank account on the due date due to

insufficient funds or for any other reason whatsoever, the Bank shall be entitled to recover such fees/charges as and when the funds may be become available in the customer's nominated bank account, alternatively from any other Steward Bank account belonging to the Customer.

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

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

## 8. AVAILABILITY OF ELECTRONIC CHANNELS BANKING

8.1 The Electronic Channels banking 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.

8.2 Should the Electronic Channels Banking 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

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

9.2 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.

9.3 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.

9.4 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. MOBILE TELEPHONE REQUIREMENTS

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

10.2 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.

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

10.4 In the event that the Customers experience connectivity or other access related difficulties 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

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

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

11.3 Any malfunction or defect in the hardware used by the Customer (which includes the personal computer or cell phone).

11.4 Any defect in the software used by the Customer to gain access to the Electronic Channels Banking.

11.5 Any act or omission by the Internet or Mobile Network Operator or any defect in the Electronic Channels Banking or any other medium by which access is gained to the system.

11.6 The Electronic Channels Banking being off-line or unavailable.

11.7 Any industrial action.

11.8 Any other circumstances not reasonably within the Bank's control.

11.9 Erroneous, unauthorized, incomplete or unlawful instruction from the Customer

11.10 Unlawful or unauthorized access by another person(s).

11.11 Incorrect or late execution on non-payment of any instruction given by the Customer, due to the circumstances set out in 11.3 to 11.10.

## 12. INTELLECTUAL PROPERTY

12.1 The Bank retains all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or through this website and all electronic channels banking.

12.2 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 Channels Banking and for no other commercial purposes.

12.3 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.

12.4 Nothing on this 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 CHANNELS BANKING

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

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

13.3 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 Channels Banking 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 Channels Banking may be compromised.

13.4 In the event that the Electronic Channels Banking has not been 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 Channels Banking at any time.

13.5 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. GENERAL PROHIBITIONS

You agree not to do any of the following while using the Electronic Channels Banking:

- Use the Electronic Channels Banking in a manner inconsistent with any and all applicable laws and regulations;
- Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances (including, but not limited to activities that promote or provide instructional information regarding the manufacture or purchase of illegal weapons or illegal substances);
- Bully, intimidate, or harass any User;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Sell or otherwise transfer your profile;
- Use your Account to do anything unlawful, misleading, malicious, or discriminatory;
- Do anything that could disable, overburden, or impair the proper working or appearance of Electronic Channels Banking, such as a denial of service attack or interference with page rendering or other functionality;
- Use the Electronic Channels Banking for the benefit of any third party or in any manner not permitted by the Terms of Use;
- Use the Electronic Channels Banking to reproduce copyrighted materials;
- Collect or store any personally identifiable information from the Electronic Channels Banking from other users of the Electronic Channels Banking without their express permission;



- Translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Electronic Channels Banking or any portion of them;
- Circumvent any technology used by the Bank or its licensors to protect communications via the Electronic Channels Banking;
- Rent, lease or sublicense any of the Electronic Channels Banking;
- Use the Electronic Channels Banking in any way that violates the terms of this Agreement or other Bank's policies; or
- Encourage or enable any other individual to do any of the foregoing.

## 15. GENERAL

All information on this 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, add, delete, update or alter the information, including without limitation, the Terms and Conditions of use at the website without notice. Further, the Bank assumes no responsibility for any errors or omissions in the content of the website.

You will not be allowed to use Electronic Channels Banking, or any part thereof, until you have registered to use the service. The Bank can refuse to register you for the service and refuse to allow you to use and/ or restrict your use of Electronic Channels Banking at any time.

The Bank will never send you a link to any external website or request for your personal banking details or log in credentials via SMS, e- mail, telephone or any other means. Kindly disregard such SMS, emails and phonecalls.

The Application, and communications sent through the Electronic Channels Banking, may contain links to or information regarding third-party websites or resources, including, but not limited to, service providers like Facebook. You acknowledge and agree that the Bank is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources.

You acknowledge that you are subject to the terms and conditions of such Third Party resources when you use their services enabled or accessible through the Electronic Channels Banking. Further, links to such websites or resources do not imply any endorsement by the Bank of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of

any such websites or resources. Your dealings with, or participation in promotions of any third-party advertisers via the Electronic Channels Banking are solely between you and such third party and your participation is subject to the terms and conditions associated with that advertisement or promotion. You agree that the Bank is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties via the Electronic Channels Banking.

The Bank may from time to time make available to all users of Electronic Channels Banking, updates at no cost or subject to additional costs in the Bank's sole discretion. 'Updates' means any updates, upgrades or error corrections to the Application that the Bank makes available generally to users of Electronic Channels Banking. Notwithstanding anything else contained in this Agreement, the Bank will have no obligation to continue producing or releasing new versions of the Electronic Channels Banking or any updates thereto.

The Bank makes no representations or guarantees that the Electronic Channels Banking will be free from loss, destruction, damage, corruption, attack, viruses, interference, hacking, or other security intrusion, and the Bank disclaims any liability relating thereto.

Users agree 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 this website.

The Terms and Conditions will be governed by and construed in accordance with the applicable laws of the Republic of Zimbabwe and users agree that all legal proceedings relating to the matters herein shall be adjudicated solely in the courts of the Republic of Zimbabwe.

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.

## 16. COMPLAINT HANDLING

If you are dissatisfied with the service that you receive from Steward Bank, you have a right to raise a complaint through any of our branches in person, by telephone, email, fax, letter or complete a complaints register leaflet which you can obtain from any of our branches. We hope

to resolve your complaints within 48 hours. If the complaint is not resolved within 48 hours you may escalate to the Customer Experience Department at Steward Bank Head Office on 0808 8888 from Econet lines. Alternatively, you may email us on [customerservice@stewardbank.co.zw](mailto:customerservice@stewardbank.co.zw)

I/We have read and understood the Terms and Conditions which contain the policy summaries and other Account Information. I/We further acknowledge that this agreement represents the complete and exclusive statement of the agreement between us and the Bank, and that it supersedes any proposal or prior agreement oral or written, and any other communication between us relating to the subject matter of this Agreement.

Customers Signature:

Date: