

These Terms and Conditions comprise the Agreement between African Bank and the Customer in connection with African Bank Investment Products. They explain African Bank's obligations to the Customer and the Customer's obligations to African Bank.

#### 1 DEFINITIONS

- 1.1 "African Bank" means African Bank Limited with registration number Reg No: 2014/176899/06.
- 1.2 "Applicable Law" means any local, provincial, national or international statute, regulation, regulatory guideline, the Code of Banking Practice and judicial or administrative interpretation (whether or not having the force of law but, if not having the force of law, is generally complied with by the persons to whom it is addressed or applied).
- 1.3 "Business Day" shall mean any day that is not a Saturday, Sunday or official South African public holiday.
- 1.4 "Customer" means the holder of the Investment Products account who is party to these Terms and Conditions.
- 1.5 "Instruction" means an Instruction from the Customer to African Bank to perform a Transaction, by any means permitted by African Bank.
- 1.6 "Product Information" means the specific conditions applicable to the specific Investment Product relating to, amongst Other things, interest rates, minimum and maximum terms, qualifying criteria, notice periods and minimum or maximum balances, which are published by African Bank.
- 1.7 "Investment Product" means any of the various Investment Products offered by African Bank.
- 1.8 "Transaction" means any transaction effected by the Customer or by African Bank on the Customer's behalf, relating to an Investment Product, including without limitation deposits, withdrawals, payment orders and transfers.
- 1.9 "Verification Mechanisms" means any personal identification number, password or other form of verification implemented by African Bank, in order to facilitate access and use of the Investment Products.

#### 2. AGREEMENT

- 2.1 The Investment Product account will only become active when the application, in whatever format including electronically and/ or by telephone, has been submitted to, verified and accepted by African Bank and the deposit has been received and credited to the Customer's Investment Product account. African Bank may at its sole discretion refuse to open an Investment Product or to accept a deposit.
- 2.2 An Investment Product will only be made available to persons who at the time of opening an Investment Product are in possession of a valid South African identity document and are above the age of 18.
- 2.3 The Customer undertakes to furnish African Bank with all information and/or documentation required in terms of the Financial Intelligence Centre Act, 2001 ("FIC Act"). The Customer consents to African Bank verifying any information contained in the application form or in any documentation and generally making whatever enquiries it deems necessary in order to verify the information and/or documentation.
- 2.4 Availability of or access to any Investment Product is at African Bank's discretion. The Customer acknowledges and agrees That African Bank is entitled in its sole discretion from time to time to replace, substitute or withdraw any Investment Product or other product or service.
- 2.5 The Customer shall choose in which product to invest. African Bank shall not provide any income tax or any other advice pertaining to this choice. The Customer will be given product information (verbally or in print) when the product is opened. The Investment Products shall be subject to these Terms and Conditions, any Applicable Law, applicable accepted market practice, African Bank's standard banking practice and procedures and the Product information and rules as amended from time to time.

#### 3. OPERATION OF THE INVESTMENT PRODUCT ACCOUNT

- 3.1 The Customer warrants that he has the necessary authority to open and operate the Investment Product account and undertakes to furnish African Bank with all documents and information to prove such authority. African Bank shall be entitled to rely on and act in accordance with Instructions received from any person authorized to access or use the Investment Product by virtue of any authority, resolution, mandate or power of attorney ("authority") provided by the Customer to African Bank.

##### 3.2 Maturity

African Bank will provide you with email and SMS notification of your maturity date 60 days and 30 days before the account matures. You will also receive a call from the African Bank within the last month of the term. You have the option to reinvest into the same account, change the product that you have invested in or request a payout. Should African Bank be unsuccessful in contacting you telephonically, or should you not provide alternative instructions, the account will be reinvested into the same product for the same term. You will be provided with a 60-day leniency period within which you are able to provide alternative instruction for reinvestment or withdraw without charge. Should you choose to withdraw after that 60 day leniency period, the applicable early withdrawal fee will apply.



### 3.3. Payments

3.3.1 African Bank shall have the option to pay via the Automated Clearing Bureau, by electronic funds transfer or by direct debit against the Customer's bank account. African Bank shall not make any cash payment to the Customer.

3.3.2 African Bank shall not effect any payments, of either capital or interest, from the Investment Product account until the Customer has furnished African Bank with all information and/ or documentation required in terms of the Financial Intelligence Centre Act, 2001 and other than to the Customer's designated MyWorld bank account as specified on the Application form, or otherwise as notified to African Bank to its satisfaction by the Customer or the Customer's duly authorized signatory/ies. African Bank shall not be liable howsoever should it refuse to effect a payment otherwise than in accordance with this clause. In the event African Bank fails to effect payment to the customer for whatsoever reason, African Bank shall be entitled to reinvest such sums in a similar Investment Product with the same terms as the original Investment Product.

3.3.2 All Interest and capital payments will be processed to the designated African Bank MyWorld account. Should customer's payment details be for any bank account other than African Bank, customer has the option to change payment details to African Bank My World account. Payments will only be processed to African Bank My World account.

3.3.3 The Customer warrants that the designated MyWorld bank account details supplied to African Bank are true and correct. The Customer indemnifies and holds African Bank harmless against any loss, damage, expense or claim which African Bank and/or the Customer may incur as a result of a payment/s made in circumstances where the bank account details are not correct. Account validation may be carried out by African Bank before payments are made. If an account fails the validation and no instructions are received from the Customer, the Bank will reinvest the funds in a similar product with the same term as the original investment.

3.3.4 If the interest or capital payment day falls on a Saturday, Sunday or public holiday, the payment will be made on the Business day after the Saturday, Sunday or public holiday.

3.3.5 If any form of funds is deposited into the investment account, the funds shall be credited to the account but shall become available when the funds have been cleared. For funding via debit order, clearing period of 40 days is applicable. Funds will only be available after this period. If the funds are dishonored, the investment account shall be debited accordingly and the bank shall send back the funds to the customer at his own risk. A dishonor fee may be charged at the bank's discretion. Should any details provided be inaccurate in African Bank's sole discretion, African Bank reserves the right to return the funds after a 7 (seven) day period, having no obligation to invest such amount.

3.3.6 Any additional funds paid into a Fixed Deposit account will be returned after 7 (seven) days.

3.3.7 Should an investment account be closed, money cannot be paid into such account. A new account must be opened. Any funds paid into a previously closed account shall be returned after 7 (seven) days.

3.3.8 Should an investment account not be funded within a 68 (Sixty-eight) day period, such account shall be considered as closed. A new account must then be opened should the Customer wish to continue to invest with African Bank.

3.4 The Customer is responsible for ensuring that African Bank is in receipt of any Instruction and that such Instructions are clear and intelligible. African Bank shall not be liable for any failure by the Customer to do so. The Customer agrees that African Bank shall be entitled, but is not obliged, to confirm or authenticate any Instruction given in any manner to African Bank prior to effecting any transaction and shall not be liable for any delay in giving effect to any Instruction as a result of exercising its right to confirm or authenticate an Instruction. Confirmation of transactions will be sent by African Bank via SMS to the Customer's nominated cell phone number.

3.5 Statements will be issued, at the bank's discretion, subject to the specifications of the Investment product chosen. The Customer undertakes to verify the correctness of his Investment Product account(s) details on a regular basis and to inform African Bank immediately of any errors therein or arising there from. If no query is received within 30 (thirty) Business Days at the end of the calendar month of the date of issue of the statement, such statement shall be deemed to be correct.

3.6 The Customer agrees to use and/or implement any Verification Mechanisms in accordance with the Terms and Conditions and/or any other conditions which African Bank may impose. The Customer acknowledges that failure to use and/or implement any Verification Mechanism may result in unauthorized access and/or use of the Investment Product account and losses, for which the Customer will be liable. The Customer is responsible for ensuring that the Verification Mechanisms are kept secret and physically secure. 3.7 In the event that monies are credited to the Investment Product account in error, the Customer authorizes African Bank to do all such things as African Bank may deem necessary in order to ensure that the Customer is not unjustifiably enriched. The Customer agrees that African Bank shall be entitled to recover from the Customer any amount of money paid to the Customer, to which the Customer is not entitled for whatsoever reason.

3.8 African Bank shall not be required to do anything or to refrain from doing anything which would in its opinion infringe any Applicable Laws. African Bank may do whatever it considers necessary to comply with any and all Applicable Laws.

3.9 African Bank will not give effect to any Instruction or process a Transaction if the Investment Product is inactive.

### 4. AMENDMENTS AND VARIATIONS

4.1 African Bank may from time to time amend or substitute these Terms and Conditions. African Bank shall give the Customer 30 (thirty) Business Days' notification of any material amendment or material change (subject to any Applicable Law) by any means of any communication, including announcements on the African Bank website. African Bank shall not be liable for any loss occasioned by the customer not receiving any notifications. Should the Customer elect not to accept any amendment, the Customer is entitled to close the Investment Product account, subject to the Product Information and the provisions of clause 8 below.

4.2 The Customer shall immediately inform African Bank of any change of name, status or other details provided by the Customer.



African Bank shall be entitled but not obliged to refuse to act on Instructions given by the Customer using a different name or in circumstances where African Bank is aware of any change in detail or status, until African Bank is provided with the necessary documentary proof to its satisfaction.

4.3 Any variation of the Customer's Investment Product account by the Customer or by the Customer's authorized representative shall only bind African Bank if reduced to writing, or if given by such means of communication as may be acceptable to African Bank.

#### 5. ELECTRONIC TRANSACTIONS

5.1 With regard to Instructions given or received by data message as defined in the Electronic Communications and Transactions Act, 2002 ("e-communication"), the Customer authorizes African Bank to act in accordance with any Instruction which may be given by the Customer. The Customer acknowledges that e-communication is a continuously developing medium of communication and as such may be unreliable, which is beyond the control of African Bank. When there are delays in the transmission and receipt of Instructions or other information, this may result in delays in the execution of Instructions sent by e-communication. It may not be possible to cancel or revise an Instruction furnished through African Bank's electronic channels after it has been given.

5.2 The Customer shall bear all risk of transmitting information which may be confidential and African Bank is not liable for any loss, harm or damage suffered by the Customer as a result thereof. African Bank reserves the right to request independent verification of any information transmitted by e-communication. E-communication sent by African Bank to the Customer may not be encrypted and African Bank is not liable for any loss resulting from this unless the loss is caused by gross negligence.

#### 6. DISCLAIMERS

6.1 The information provided by African Bank in respect of the Investment Products is provided in good faith. The Customer accepts that the information may change from time to time and no guarantee is made by African Bank concerning the accuracy and/or completeness of information.

6.2 The Customer warrants that he is acting for his own account and that he has made his own independent decision to open his choice of Investment Products. The Customer is not relying on any communication (written or oral) of African Bank or an agent of the bank, as investment advice or as a recommendation to open an Investment Product. If the Customer is in need of financial planning assistance, the Customer should contact a financial advisor.

6.3 African Bank is not responsible, or liable for, any loss, damage or expense which may be suffered by the Customer or a third party as a result of the failure by African Bank to perform or process a Transaction as a result of acts, events or circumstances beyond African Bank's control, including failure, unavailability or malfunction of any networks or third party systems and power failures.

6.4 African Bank is not liable for any damage or loss to the customer resulting from incorrect information provided by the customer to African Bank or which the customer may suffer as a result of any person gaining unauthorized access to any information or data pertaining to the customer and their account due to the customer's negligence.

#### 7. BREACH AND CANCELLATION

7.1 African Bank will not close an Investment Product without giving the Customer reasonable prior notice. African Bank is entitled to close an Investment Product without notice to the Customer if it is compelled to do so under any Applicable Law or if African Bank has reasons to believe that the Investment Product account is being used for any unlawful purposes. Any closure or suspension of the Investment product shall be without prejudice to any rights African Bank may have to recover amounts due to it or any losses or damages suffered by it. Under such circumstances, African Bank shall be entitled to cancel any Instructions received from the Customer.

7.2 Should the Customer commit a breach of any obligation contained in these Terms and Conditions, the Customer undertakes to pay all legal costs incurred by African Bank in recovering any amount due to it on an attorney and own customer scale.

#### 8. INTEREST, FEES, AND CHARGES

8.1 Interest rates applicable to the Investment Products are determined at African Bank's discretion. The rate quoted in the "Proof of application" is only valid for the quoted day. The Customer acknowledges that applicable interest rates may be reduced in the event that the product rules are not complied with. Interest rates are subject to change according to the changes in market activity and may be linked to repo rate changes or any other specified rate. This excludes fixed deposit accounts.

8.2 Payment of interest and capital shall as a standard be on a Business Day.

8.3 Where the Customer makes a deposit on a day later than the date when the Investment Product is opened and a change in the interest rate occurred during this period, the interest rate as at the date of the deposit shall apply. Interest accumulates from the date on which the funds deposited are reflected in the investment account.

8.4 African Bank shall be entitled to recover from the Customer any fee, tax or penalty imposed on African Bank and/or the Customer in terms of any Applicable law or by any commercial bank. Any fee charged under this clause may be debited from the Investment Product account balance.

8.5 Interest is calculated on the daily balance of the account, on a three hundred and sixty-five day year.

8.6 To the extent permitted by law and otherwise at African Bank's sole discretion, the Customer may request the early withdrawal of investments. African Bank is entitled to charge the Customer an early withdrawal fee.

As part of the process of approving or rejecting an application for an early withdrawal, African Bank requires the customer to adhere



to the following procedures:

- Contact the African Bank customer call centre on 0860 49 49 40 or
- Visit your nearest African Bank branch
- Supply reasons for the requested early withdrawal as well as pertinent original certificates corroborating the reason, such as death or medical certificates. Application would not necessarily be rejected for lack of supporting documents.

8.7 In computing the early withdrawal charges, the bank will take into account amongst others the relevant market conditions at the time of the early withdrawal request as well as interest rates applicable at initiation of the investment, the remaining term to maturity and any administration fees incurred in the processing of the instructions.

8.8 A penalty free withdrawal is allowed on the Tax-Free Investment account provided that withdrawal is requested by the customer in the anniversary month. The anniversary month refers to every 12<sup>th</sup> month after origination. The Tax-Free account does not have a date of maturity and is deemed to be reinvested after the anniversary should the customer not specifically request a withdrawal. Any withdrawal outside of this anniversary period will incur penalty fees.

## 9. NOTICES AND CORRESPONDENCE

9.1 Notices or other correspondence may be given to the Customer by short message system ("SMS"), hand, post, or e-communication to the address, telephone number, cell phone number or electronic mail address specified in the application form or as recorded by African Bank.

9.2 Correspondence sent to the Customer by African Bank:

- by post, will be deemed to be received by the Customer on the 10<sup>th</sup> Business Day after date of posting;
- by e-communication or SMS will be deemed to be received by the Customer in accordance to the Electronic Communications and Transactions Act, 2002

9.3 Correspondence given by the Customer to African Bank by post or e-communication will be deemed to be received by African Bank only when African Bank acknowledges receipt thereof.

## 10. MONEY LAUNDERING AND OTHER FINANCIAL CRIMES

10.1 African Bank is a financial institution. As such, African Bank must comply with anti-money laundering counter-terrorist financing, financial sanctions and prohibited business activity laws, regulations, policies and requirements.

This means African Bank is entitled initially and continually to:

(i) screen, check and process all new client and related information; and

(ii) monitor all information, instructions and transactions made by and on the Client's behalf.

10.2 When African Bank performs these activities, there may be a delay in carrying out the Client's instructions or transactions. The transaction may be declined, prohibited or limited in some way. African Bank may even be compelled to end the business relationship with the Client.

10.3 To the extent that African Bank is allowed to, it will let the Client know of any action it intends taking. To the extent allowed by law, the Client acknowledges and confirms that African Bank is not legally responsible for any direct or consequential loss, damage, costs or expenses that the Client incurs as a result of African Bank implementing this clause.

## 11. GENERAL

11.1 The Customer grants African Bank (including its agents and contractors) authority to monitor, intercept, record and use as evidence all forms of correspondence or communications received by or sent from African Bank or any of its employees, agents or contractors. Specifically, African Bank may record telephone conversations with the Customer. African Bank's recordings of telephone conversations shall be and remains the sole property of African Bank and will be accepted by the Customer as conclusive evidence of the Instructions or conversations so recorded. The Customer agrees that African Bank may deliver copies or transcripts of recordings to any court or regulatory authority. African Bank is not required to maintain copies of such recordings and transcripts.

11.2 Except where African Bank is legally compelled by law or a court order or a duty to the public exists or where the Customer gives African Bank its consent or where the rights and/or interests of African Bank requires it, African Bank undertakes to keep all Customer information and Investment Account information confidential.

11.3 In effecting any Transaction, African Bank shall not act as the Customer's agent.

11.4 The customer may not transfer or cede his rights from this account as security for loans without the consent of African Bank. African Bank will only consider cessions or pledges to other registered South African Banks. African Bank may cede or transfer any of its rights and obligations under these Terms and Conditions to any person.

11.5 African Bank shall yearly issue the Customer with an income tax certificate (IT3B) as at the end of February, a copy of which will be sent to South African Revenue Services.

11.6 The Customer's domicilium citandi et executandi for all notices and processes to be given and served in terms hereof is the physical address detailed on the application form or as notified to African Bank.

11.7 African Bank shall not be liable for any consequential damages suffered by the Customer, as a result of his failure to comply with his obligations in accordance with these Terms and Conditions and African Bank's total liability shall not exceed the actual amount of the transaction or transactions in dispute.



11.8 If any provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not be effected or impaired in any way.

11.9 Where the Customer is more than one person, the Customers' liabilities under or in connection with these Terms and Conditions are joint and several and on the death of any one of Customer, African Bank may treat the survivor as the only person entitled to the Investment Product, subject to any Applicable Law.

11.10 The Customer consents to African Bank furnishing information about the Customer, the Investment Product and the Customer's compliance or otherwise with the terms and conditions thereof to other banks or otherwise as required by any Applicable Law.

11.11 Should the Customer disclose any false, misleading and/ or dishonest information in his/her application or should the Customer make use of a facility subsequently, for the purposes of avoiding liability through deception, the Customer gives African Bank permission to file such information to the South African Fraud Prevention Service ("SAFPS") and/or any crime prevention database, for the sharing of this information amongst members of the SAFPS.

11.12 The Customer has the right to access his personal information held by African Bank. African Bank shall grant the Customer access during office hours within a reasonable time after receiving a written request for access.

11.13 African Bank may, subject to any Applicable Law, in its sole discretion and without prior notice, set off any amount which the Customer owes to it from whatsoever cause, against any funds standing to the credit of any of the Customer's Investment Product accounts with African Bank.

## 12. Corporation for Deposit Insurance (CODI)

12.1 If held by a qualifying depositor, this product is a qualifying deposit covered by the Corporation for Deposit Insurance up to the limit of cover specified in the Deposit Insurance Regulations made in terms of the Financial Sector Regulation Act 9 of 2017.

12.2 Further information on CODI can be attained by contacting the corporation directly at [CODI@resbank.co.za](mailto:CODI@resbank.co.za) or by referring to the CODI webpage: [www.resbank.co.za](http://www.resbank.co.za)

## 13. COMPLAINTS PROCESS

All complaints should first be directed to the Branch or the Investments Call Centre at 0860 49 49 40. The African Bank Complaints Department will address these complaints and provide feedback.

### 13.1 OMBUDSMAN COMPLAINTS:

Should you still be unhappy with the resolution offered by the Bank, you are welcome to engage the National Financial Ombud (NFO) - The NFO which is an umbrella Financial Services Ombud scheme formed by the amalgamation of: the offices of the Banking Ombud, the Credit Ombud, the office of the Long-term Insurance Ombud, and the Short-Term Insurance Ombudsman; as of the 1<sup>st</sup> of March 2024.

**Homepage:** <https://nfosa.co.za/> **Complaints process:** <https://nfosa.co.za/complaints-process/> **Contact details:** <https://nfosa.co.za/contact-us/>

## 14. Version

2013.1 African Bank is an authorised Financial Services & registered Credit Provider. NCRCP7638. Reg No:2014/176899/06.