

WHATSAPP BUSINESS: DISCLAIMER AND TERMS OF USE

1. APPLICABILITY

- 1.1 The following terms apply to all persons who use WhatsApp Business. You must read all these terms carefully as they are a binding agreement between you and us which contain important information about your and the Bank's rights and duties to each other. You must contact the Bank if you don't understand any part of these terms.
- 1.2 These terms apply in addition to any of our other terms which are specifically incorporated by way of reference, including our Privacy Policy, Website Terms and Conditions (if applicable), applicable product-specific terms and other terms and conditions that govern our services and relationship with you. We may change these terms from time to time and may do so without notice and the latest version of this Agreement available on our website will apply. If there is a conflict between these terms and any other terms, the provisions of this Agreement will apply to the extent that the issue relates to the use of WhatsApp Business.
- 1.3 Please read these terms carefully as they contain exclusions and limitations of our liability that affect you and they impose legally binding obligations on you. When you accept these terms, you confirm that you have been given an opportunity to read and understand the terms of this Agreement.

2. DEFINITIONS

- 2.1 **Access Code** means your secret passwords and/or Verification Mechanism that you may use to access WhatsApp Business and includes examples such as your personal identification number (PIN), one-time PIN (OTP), automated teller machine (ATM) card numbers, usernames or passwords;
- 2.2 **Agreement** means this agreement which sets out the terms of access to the banking and financial services offered by us through WhatsApp Business;
- 2.3 **Albaraka Bank, Bank, us, we and our** refers to Albaraka Bank Limited, registration number 1989/003295/06, its successors in title and assigns;
- 2.4 **Chat** means a series of WhatsApp Messages as will appear in the user account chat history on WhatsApp Business;
- 2.5 **Personal Information** has the meaning set out in section 1 of the Protection of Personal Information Act No. 4 of 2013 and includes special personal information as defined in the said Act No. 4 of 2013;
- 2.6 **Customer** means a person that is a client of the Bank and that uses WhatsApp Business to access the banking and financial services offered by us subject to this Agreement;
- 2.7 **Verification Mechanism** means the facial recognition mechanism or other mechanism that may be used by Albaraka Bank to verify your identity and grant access when you (i) access WhatsApp Business; and (ii) issue instructions to Albaraka Bank through WhatsApp Business, and includes the use of Access Codes;
- 2.8 **WhatsApp** means the multiplatform messaging application made available and/or owned and/or operated by Meta Platforms Inc.;

- 2.9 **WhatsApp Business** means the self-service remote banking services made available via WhatsApp by the Bank to you from time to time, in terms of which you can send WhatsApp messages from your mobile phone to an application program in the Bank's network in order to access the Bank's services through the use of your device;
- 2.10 **WhatsApp Message** means an electronic communication using WhatsApp Business;
- 2.11 **WhatsApp Terms of Service'** means the terms of service determined by WhatsApp and that applies between you and WhatsApp when you use the application and **WhatsApp Business Terms** means the terms of use determined by WhatsApp and that applies between WhatsApp and us when we use the WhatsApp Business application; and
- 2.12 **You, your or yours** means the person readings this document and using WhatsApp Business and includes a Customer.

3. **USE**

- 3.1 We will determine the services, transactions or applications that you may initiate or complete using WhatsApp Business. We will also determine the steps you need to be follow when accessing the services, transactions, or applications on WhatsApp Business.
- 3.2 If you are using someone else's WhatsApp account or device, you confirm that you obtained that person's permission to do so.
- 3.3 It is your responsibility to ensure the confidentiality and security of all personal and financial information shared by you or with you using WhatsApp Business. You can do so by deleting sensitive personal and financial information from the Chat history and any photos or documents saved on the device's internal storage after ending the Chat or by making sure that the WhatsApp account and device you use is password protected and only you know the password.
- 3.4 You acknowledge that your personal and financial information can be used to impersonate you, defraud you or steal from you and that you are responsible to keep your personal and financial information confidential and secure.
- 3.5 If other people have access to your WhatsApp Business user account or device you use to chat with us on WhatsApp Business, it may result in you suffering loss or damages, or embarrassment. We will not be responsible for any loss, damage or embarrassment you may suffer if this happens. We are not responsible for any loss or damage you may suffer because someone impersonates you when accessing services using WhatsApp Business.
- 3.6 You acknowledge that the WhatsApp Terms of Service and WhatsApp's privacy policy applies to you when you use WhatsApp Business and that you must comply with WhatsApp Terms of Service.
- 3.7 Our use of WhatsApp Business is subject to the WhatsApp Business Terms. We will keep a record of the WhatsApp messages and all documents shared by you and us using WhatsApp Business in a secure manner and in accordance with our Personal Information processing practices.

4. **SECURITY**

- 4.1 Your access to Albaraka Bank services via WhatsApp Business may require you to pass the Verification Mechanism and/or enter your Access Codes from time to time.
- 4.2 You acknowledge that (i) your Access Codes are for your use only; (ii) you will not share any Access Codes with any third party or record such details in any way that may result in them becoming known to a third party; and (iii) once the correct Access Codes have been entered and submitted to Albaraka Bank via WhatsApp, we will accept and process all instructions via WhatsApp Business, irrespective of whether the Access Codes may have been entered

fraudulently or otherwise without your permission. You must take all reasonable safety measures to prevent any unauthorized or fraudulent use of your Access Codes. We are not responsible for any loss or damage you may suffer if you have not kept your Access Codes safe or where you have given your Access Codes to any other person.

- 4.3 If you ask us to de-activate or change any Access Code or Verification Mechanism, we may –
 - 4.3.1 ask you to prove your identity to us;
 - 4.3.2 reject any banking instructions we receive;
 - 4.3.3 stop a payment or banking instruction if it has not already been carried out; and/or
 - 4.3.4 reverse payments, if we are able to, from the time we think someone started using your Access Code without permission provided that you shall not have any claim against us in the event that we are unable to reverse any such payments.
- 4.4 We reserve the right to block your access to WhatsApp Business and resort to any of the actions specified in clause 4.3 if we believe it is necessary for security purposes or if we reasonably believe that your Access Code have been or may be obtained or are being used or may be used by an unauthorized person or upon learning that your Verification Mechanism has been compromised or that there is an imminent threat that your Verification Mechanism will be compromised.
- 4.5 Albaraka Bank has reasonable security safeguards in place to protect your Access Codes and other personal or confidential information provided by you via WhatsApp Business. However, you accept that while Albaraka Bank will take all reasonable steps to prevent security breaches in respect of WhatsApp Business, WhatsApp may have security vulnerabilities that could be exploited by attackers and the use of WhatsApp Business is vulnerable to unlawful monitoring, interception or access by other persons, for which Albaraka Bank will not be responsible. Accordingly, you agree that use of WhatsApp Business is at your own risk.
- 4.6 You must immediately contact our Customer Services Centre the details of which are available at www.albaraka.co.za/pages/contact, if your WhatsApp account or any WhatsApp account you use to access our services, or if your device or any device you used when accessing WhatsApp Business or if your personal and financial information, is compromised. You are required to take appropriate steps to minimise any loss or harm that may result from such unauthorised access.
- 4.7 You agree not to respond to any email, SMS, instant message, phone call or other unsolicited (unwelcome) correspondence that requests your Access Codes outside of the designated Chat functionality on WhatsApp Business. We will never ask you to give us your Access Codes by email, SMS, phone call or instant message outside of the designated Chat functionality on WhatsApp Business, and if you respond to these messages and suffer losses as a result of doing so, we will not refund you.
- 4.8 You must make sure that you end the relevant Chat with Albaraka Bank on WhatsApp Business once you have finished such Chat, in order to prevent anyone else from using it. We will also apply an automated time-out to a Chat if WhatsApp Business is not used within a certain time frame (i.e. if you fail to respond to an instant message sent to you within the Chat functionality within a certain time frame). If you do not end a Chat after using WhatsApp Business, someone else may gain access to your account without your permission and could defraud you or steal your money. We will not be responsible for any loss or damage you may suffer if this happens.
- 4.9 You hereby authorise and consent to the Processing of your Personal Information in relation to any Verification Mechanism that Albaraka Bank may use in relation to WhatsApp Business.

5. **MONEY LAUNDERING AND COMPLIANCE**

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- 5.1 Albaraka Bank is a financial institution and as such, must comply with laws, regulations, policies and other requirements pertaining to anti-money laundering and counter-terrorist financing, financial sanctions and prohibited business activities. An example of such law is the Financial Intelligence Centre Act 38 of 2001, and rules, regulations and policies promulgated thereunder.
- 5.2 This means that Albaraka Bank is entitled, initially and on an ongoing basis, to screen, check and process all new Customer and related information; and monitor all information, instructions and transactions made by and on the Customer's behalf.
- 5.3 When Albaraka Bank performs the above activities, there may be a delay in carrying out the Customer's instructions or transactions. The transaction may be declined, prohibited or limited in some way. Albaraka Bank may even be compelled to refuse to transact or end the business relationship with the Customer.
- 5.4 To the extent that Albaraka Bank is allowed to, it will let the Customer know of any action it intends taking. To the extent allowed by law, the Customer acknowledges and confirms that Albaraka Bank is not legally responsible for any direct or consequential loss, damage, costs or expenses that the Customer may incur as a result of Albaraka Bank implementing this clause 9 (Money Laundering and Other Financial Crimes).

6. UPLOADING OF DOCUMENTS AND TRANSACTIONS THROUGH WHATSAPP BUSINESS

- 6.1 When using WhatsApp Business, you acknowledge that there is no face-to-face communication between you and Albaraka Bank. You accordingly authorise Albaraka Bank to collect any documentation uploaded and effect any transactions requested in accordance with your instructions communicated to Albaraka Bank through WhatsApp Business via the Chat functionality.
- 6.2 Albaraka Bank shall act upon all instructions that it receives from you through WhatsApp Business on the assumption that you are using your own Access Code in a Chat in order to access WhatsApp Business. Once you have issued an instruction to Albaraka Bank via a Chat and have complied with the relevant Verification Mechanisms, Albaraka Bank shall be entitled to carry out the instruction.
- 6.3 If you upload any documentation to WhatsApp Business, you hereby consent to Albaraka Bank's processing of any Personal Information therein for the purposes of providing Albaraka Bank services to you, which processing will be in accordance with the Bank's privacy policy referred to in clause 10.4.
- 6.4 You hereby warrant that you shall not upload any documentation containing Personal Information of another person to WhatsApp Business without having first obtained such person's express authorisation and consent. Where any documentation containing the Personal Information of another person is uploaded to WhatsApp Business, you hereby warrant that you have obtained the express authorisation and necessary consents for Albaraka Bank to process such Personal Information.
- 6.5 Albaraka Bank is under no obligation to ensure that all of your instructions are carried out in the same period of time and in the same manner as all of your other instructions. You acknowledge that certain instructions may require a longer period of time to process than other transactions.
- 6.6 If you issue instructions for more than one transaction, Albaraka Bank shall be entitled to determine the order in which the transactions are executed. You hereby warrant to only upload documentation that is free from any material error or fraudulent intent.
- 6.7 Albaraka Bank shall not be held liable for any loss you suffer if you enter the wrong details in respect of a transaction through WhatsApp Business. Albaraka Bank shall further not be held liable for any losses you may suffer as a consequence of Albaraka Bank acting upon any documentation you may have mistakenly uploaded to WhatsApp Business, or any documentation containing any errors or fraudulent information.

6.8 Once an instruction issued by you has been carried out by Albaraka Bank, it may not be possible to reverse any transaction resulting from such instruction and you shall not be entitled to cancel the instruction. Do not assume that we have received your instruction until we have communicated to you that we have received such instruction or that we have actioned such instruction, whichever happens first. If you're not sure that an instruction or payment has gone through, contact our Customer Contact Centre or check your bank statement. Do not give the same instruction again unless we have told you that we did not receive it, or else we may make the same payment twice.

6.9 You agree to comply with all applicable laws when uploading documents, issuing instructions and making payments through WhatsApp Business. You must consider the effects of any transaction, including tax or exchange control effects and transaction fees which may apply.

7. LIMITATIONS ON USE

7.1 You may not send any inappropriate content using WhatsApp Business. Inappropriate content for purposes of this Agreement includes but are not limited to content that:

7.1.1 is unsolicited, including without limitation, 'spam', 'junk messages' or unauthorized 'bulk' messages;

7.1.2 causes the introduction of software viruses, 'worms', 'Trojan horses' 'e-mail bombs', 'cancelbots' or other similar or harmful computer programming routines;

7.1.3 is unlawful (including, without limitation, obscene, defamatory and/or derogatory);

7.1.4 is offensive as may be determined by us, our service providers and WhatsApp, a mobile network operator, a telecommunication vendor, a governmental regulatory body or other competent authority;

7.1.5 is false, misleading or inaccurate; or

7.1.6 infringes the intellectual property of any third party.

7.2 All content on the WhatsApp Business is only an invitation for you to do business with us. Nothing contained on the WhatsApp Business constitutes professional advice or an offer which is meant to get you to buy or sell something and is not to be relied on in making an investment or other decision.

7.3 You should engage a financial planner and/or financial advisor to provide you with financial advice in respect of any financial decisions that you may take. You acknowledge and understand that any information provided to you by means of the WhatsApp Business should not to be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act 37 of 2002.

8. AVAILABILITY

8.1 You acknowledge that access to the services using WhatsApp Business may at times not be available for various reasons and we have the discretion to suspend the service from time to time. We also reserve the right to without notice withdraw or terminate access to services using WhatsApp Business or any part thereof at any time.

8.2 You agree that we will not be liable for any losses, expenses or damage incurred by you or any third party for such unavailability, and you indemnify us against any claim for such losses, damages or expenses incurred by any third party because of such unavailability.

8.3 We will not be liable for any technical or other problems (interruption, malfunction, downtime or other failures) which affect WhatsApp Business, our banking system, a third-party system or any part of any database, for any reason.

9. COSTS AND FEES

- 9.1 Standard data costs are charged when you access services through WhatsApp Business. Your mobile network operator or internet service provider determines and charges these costs. Any questions related to your data costs must be sent to your mobile network operator or internet service provider.
- 9.2 Where applicable, you will be responsible to pay any applicable fees associated with banking or financial services you access using WhatsApp Business as set out in the applicable product terms applicable between you and us.

10. DATA PROTECTION

- 10.1 Albaraka respects your privacy, and we process your Personal Information lawfully to the extent necessary to provide you with quality, secure and affordable products and services. Our personal information processing practices are more fully described on our privacy policy available on the Albaraka website at www.albaraka.co.za/policies/privacy-policy.
- 10.2 We process Personal Information that is necessary for the purpose of providing you with our products and services, or that the law requires us to process; or that may be appropriate for the legitimate conduct of banking, or that you have expressly consented to us processing.
- 10.3 We take appropriate technical and organisational measures to safeguard your Personal Information against unauthorized access and loss or damage to the information.
- 10.4 You may request confirmation of what personal information we process and exercise any of your rights in terms of data protection and privacy law, as described on our website.

11. LINKS TO OTHER INFORMATION AND THIRD-PARTY SOFTWARE

- 11.1 WhatsApp Business will not include any content belonging to third parties and we will not provide links to third party websites on WhatsApp Business.
- 11.2 You acknowledge that:
- 11.2.1 we are not responsible and/or liable for any content belonging to third parties that is purportedly provided to you by Albaraka Bank; and
- 11.2.2 you will notify us immediately if anyone purporting to act on behalf of Albaraka Bank offers to send or sends you any third party content or any links to third party websites via WhatsApp.
- 11.3 Albaraka Bank also does not guarantee or suggest that any file or download on WhatsApp Business are safe to use on any device. While we take reasonable precautions to keep our WhatsApp Business secure, we cannot guarantee that WhatsApp Business does not have software or data that can negatively affect your device.

12. TERMINATION OF ACCESS

- 12.1 We may terminate your access to financial and banking services provided on WhatsApp Business for the following reasons, which include but are not limited to:
- 12.1.1 you breach any of these terms of this Agreement or any terms of other agreements you have with us;
- 12.1.2 we believe or suspect you are using WhatsApp Business unlawfully or for criminal agendas or intent;

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- 12.1.3 you send inappropriate content to us;
 - 12.1.4 we are compelled by law to do so;
 - 12.1.5 you give us wrong instructions or information; or
 - 12.1.6 we believe or suspect someone other than you is using your WhatsApp Business account to communicate with us through WhatsApp Business.
- 12.2 In the event of any of the above reasons materializing, you agree that we may terminate this Agreement without notice to you and that you shall not have any claim of any nature whatsoever arising from such termination.

13. **INTELLECTUAL PROPERTY**

- 13.1 We are the owners of the copyright and all other intellectual property rights (including all registered and unregistered trademarks) in and to WhatsApp Business as well as all content on or sent through WhatsApp Business. The logos and trade marks on WhatsApp Business belong to us or third parties and nothing in this Agreement or in WhatsApp Business gives any person the right to use any trademark or intellectual property without our prior written permission.
- 13.2 You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as a result of any third-party claims initiated and/or instituted against us relating to your unauthorized use of WhatsApp Business and/or any intellectual property rights flowing therefrom.
- 13.3 You may not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of or create derivative works of, or otherwise attempt to reproduce WhatsApp Business, its content, including any intellectual property rights in WhatsApp Business, its design, any updates and/or any proprietary features in relation to it, or any parts thereof. This prohibition extends to any and all content belonging to third parties that is found on WhatsApp Business and/or any content featured on the websites which are accessed via any links that are found on WhatsApp Business.

14. **INDEMNITIES**

- 14.1 You indemnify us against all injury, losses, damages and costs that the Bank may suffer or incur on your behalf (i) relating to your use of WhatsApp Business to access our services, or (ii) arising out of any compromise of your confidential, personal and financial information or unauthorized communication whether given by you or any person authorised to act on your behalf.
- 14.2 You specifically agree that you will be responsible for any loss that we may suffer because:
 - 14.2.1 you do not make certain payments;
 - 14.2.2 you gave us incorrect information or instructions;
 - 14.2.3 you gave us personal information of another person where you did not have the permission of such person to give us that information;
 - 14.2.4 you did not have enough money for a payment from any of your accounts;
 - 14.2.5 someone carried out an instruction on, or made a payment from, your account without permission and this was not due to our own gross negligence.
- 14.3 You furthermore indemnify the Bank against any damages, liability, claims or demand by third parties arising from your access to banking or financial services in terms of this Agreement.

- 14.4 We make no representations and give no warranties, guarantees or undertakings to you concerning the use of WhatsApp Business, except as expressly set out in this Agreement. All other implied warranties, by law or otherwise, are excluded from this Agreement.

15. DISCLAIMER AND LIMITATION OF LIABILITY

- 15.1 Albaraka Bank and any of its affiliates, shareholders, agents, consultants, directors, officers or employees are not liable for any damages whatsoever relating to your use of WhatsApp Business or information made available on WhatsApp Business or your inability to use WhatsApp Business or any of the information on WhatsApp Business.

- 15.2 Whilst all reasonable precautions have been taken, Albaraka Bank does not warrant that WhatsApp Business or any downloads via WhatsApp Business are free from viruses or malicious codes.

- 15.3 In addition and to the extent that it is lawful to do so, Albaraka Bank disclaims all warranties and conditions with respect to WhatsApp Business, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.

- 15.4 In addition to disclaimers provided elsewhere in this Agreement, Albaraka Bank and any of its affiliates, shareholders, agents, consultants, directors, officers or employees shall not be liable for any loss or damage caused to you except to the extent that Albaraka Bank has acted fraudulently or with gross negligence, by any of the following:

- 15.4.1 WhatsApp Business being unavailable;
- 15.4.2 the loss of or damage to any personal or other information of yours as a result of any technical issues, power failures, data theft, phishing, malware, identity theft, hacking, online scams, data breaches, harmful computer programs or viruses, or your own negligence (lack of care);
- 15.4.3 the processing, use, transfer and/or dissemination of your Personal Information or other information by WhatsApp, in accordance with WhatsApp's Terms of Service and/or WhatsApp Business Terms;
- 15.4.4 someone finding out any of your Access Codes;
- 15.4.5 any technical issues that may arise in respect of WhatsApp Business, including examples such as defects, interruptions, malfunctions, downtime, or any other technical failures;
- 15.4.6 any person gaining access to your information on WhatsApp Business as a result of your negligence;
- 15.4.7 any failure or problem affecting goods or services provided by any third party, for example, a telecommunication service provider, internet service providers, electricity suppliers or local or other authority;
- 15.4.8 non-delivery or delayed delivery of notifications; and
- 15.4.9 any event that Albaraka Bank has no direct control over.

16. NOTICES

- 16.1 We choose the registered address on our website as the address where any legal document or notice must be served or delivered to us (our *domicilium citandi et executandi*).
- 16.2 The street address which we have on record is your chosen address where notices may be given and documents in legal proceedings may be served or delivered (your *domicilium citandi et executandi*).

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- 16.3 We may send other written communications or notices (including a notice about a change to these Terms) to you by email to your email address, text message (SMS) to your mobile number or post to your street or postal address.

17. APPLICABLE LAW AND JURISDICTION

- 17.1 The laws of the Republic of South Africa govern this Agreement.
- 17.2 You hereby consent to submit to the non-exclusive jurisdiction of the High Court of South Africa, KwaZulu-Natal Local Division (Durban) in any dispute arising from or in connection with this Agreement.

18. GENERAL

- 18.1 We may subcontract, cede, delegate, assign or otherwise transfer any of our rights and/or obligations in terms of this Agreement to any third party. We do not have to inform you of any such cession, assignment or transfer.
- 18.2 A certificate signed by any of our managers will be conclusive proof of the record of any WhatsApp Message, Chat and any document sent or received using WhatsApp Business.
- 18.3 A certificate signed by any of our directors will be conclusive proof of the date of publication and content of the current version of this Agreement and all previous versions of this Agreement.
- 18.4 The laws of the Republic of South Africa apply to this Agreement or any matter that may arise therefrom.
- 18.5 No relaxation or indulgence granted by us to you shall in any respect prejudice our rights in terms of this Agreement
- 18.6 If we do not exercise any right or provision in terms of this Agreement, you agree that this will not constitute a waiver of such right or provision.
- 18.7 If any term of this Agreement is invalid this does not mean that the whole agreement is invalid. Only that term is invalid and the rest of the Agreement remains valid.
- 18.8 Your agree that any breach under this Agreement provides us the right to take legal action and/or follow common law remedies, without prior notice to you and you agree to reimburse us for such legal action on an attorney and own-client client scale.
- 18.9 You warrant that:
- 18.9.1 you have full contractual capacity and no court has declared you mentally unfit;
- 18.9.2 you are not listed on any US Government list of prohibited or restricted parties;
- 18.9.3 you have given us the correct information; and
- 18.9.4 you have read and understood these terms, before entering into this Agreement.