



## BBS BANK LIMITED

### ELECTRONIC BANKING AGREEMENT - TERMS AND CONDITIONS APPLICABLE TO DIGITAL WALLET BANKING

The following terms and conditions should be carefully read by the user ("You"). By utilizing digital wallet and any of its associated services, you agree to be governed by the Terms and Conditions detailed in this policy. BBS Bank Limited ("BBS Bank" or "the bank") may change or update these terms from time to time and will post such changes or updates on the nomad banking platforms. The use of this platform is prohibited if you disagree with the terms and conditions of use.

The Bank offers Digital Wallet Banking to deliver the following services:

- Collect information about the Wallet Account, such as previous transactions
- Funds transfers
- Bill Payments (VAS)
- Utilizing any other services that might be made available through channels connected to this wallet account.

#### DEFINITIONS:

The following terms will be as defined in these Terms and Conditions;

- **"Access Codes"** means passwords or login credentials.
- **"The Bank" or "BBS Bank"** means BBS Bank Limited, registration number: **BW00001057162**
- **"The Customer," "You" and "User"** refer to the individual and/or entities who enrolled to use BBS Digital Wallet Banking.
- The **"commencement date"** refers to the date of confirmation of successful registration on the application of the user.
- **"Wallet Account"** is an account held in the Customer's name along with any other accounts for which the Customer has a current mandate.
- **"Billing Account"** means the primary wallet account of the Customer that is utilized to deduct the fees due under the provisions of this agreement.
- **"Digital Wallet"** includes USSD, Web, Mobile Applications and any other channel connected to a digital wallet.
- **"Personal Identification Number (PIN)"** refers to a set of numbers that are entered by the Customer or primary user to access digital wallet banking. It serves as security and authentication.
- **"One Time Pin (OTP)"** is a one-time code that serves as a one-time password when completing specific transactions on Digital Wallet Banking. Digital Wallet Banking Customers will receive the OTP via SMS. There is no additional charge for this service.
- **"Digital Wallet Banking Channel"** This means the platform from which customers may register and carry out wallet transactions.

#### TERMS ON THE USE OF DIGITAL WALLET BANKING

BBS Bank's Terms and Conditions apply to the use of the Digital Wallet. This agreement regulates the rights and obligations of both the Customer and the Bank on the usage of the digital wallet.

This agreement will apply to the Customer when registering to use any Digital Wallet Banking channel. The Customer must register for the relevant Digital Wallet Banking Channel before using it. Our website ([www.bbs.co.bw](http://www.bbs.co.bw)) has additional details on how to sign up for the various Digital Wallet Banking Channel.

#### Capacity and Authority

The Customer must be at least eighteen (18) years old, or, if under the age of eighteen (18) must have assistance from their parents or legal guardians or be emancipated in order to use the Digital Wallet Banking Channels. By registering to use the digital wallet including submission of valid identity documents, the Customer attests that they are at least eighteen (18) years old, that they have the approval of their parents or legal guardians, or that they have been granted emancipation, if applicable.

#### Indemnity

The Customer understands that using the Digital Wallet Banking is at his or her own risk and that information transmitted through the Mobile application, the Internet, or any other communication system, including wireless communication systems, may be subject to illegal access, distortion, and monitoring.

The Customer grants permission to the Bank to execute any and all instructions received through the digital wallet banking channels, including deducting and transferring of funds from the associated bank cards or bank accounts, the digital wallet account, and the provision of information about the digital wallet account. All of these actions must be verified by the use of either a password or the PIN, or by any other means that the Customer and the bank may agree upon.

#### Limitation of Liability

The Customer is required to abide by the efficient Digital Wallet security tips as provided by BBS Bank and to immediately contact us if he/she believes that the security of their Digital Wallet Banking is compromised or at risk. A payment on an account made through Digital Wallet Banking and using a PIN, password and/or OTP is valid and binding upon the Customer unless:

- the payment is an operational error on the part of the Bank; or
- the payment results from fraud on the part of the Bank's employees, contractors or agents; or



- before the payment is made, the Customer notifies the Bank that the security of his/her Digital Wallet Banking, (including a device or authorization code, PIN or password used to make or validate payments), has been compromised and the Bank has a reasonable opportunity to stop the payment.

If there are any planned disruptions for Digital Wallet Banking or if the channels for Digital Wallet Banking are discontinued, the Customer shall be informed beforehand.

The Customer must abide by the security advice provided by BBS Bank as it is periodically posted on the website and the digital banking platform.

#### **Unauthorized Utilization of Access Codes and PINs**

When utilizing Digital Wallet Banking Channels, the Bank interacts with the Customer remotely (i.e there is no in-person connection). As a result, the Customer grants the Bank permission to act upon and accept any instructions and transactions that take place following the entry or application of his/her PIN, password, or OTP. The bank uses its best efforts to safeguard the banking services, however where transactions occurred without the Customer's knowledge, consent or authorization, the Bank has in the absence of prior notice, the right to presume that the transactions have been duly authorized and are conducted by the Customer as a result of the Customer's access details, PIN, OTP or Password as the case be being used. This clause shall not apply to transactions that take place after a Customer has notified the Bank to disable any access codes to the digital banking wallet linked to that customer.

If the Customer knows, discovers, realizes or has reason to believe that one or more of their access codes have been compromised, lost, stolen, or could be misused, he or she is required to notify the bank immediately. It is the responsibility of the Customer to safeguard and keep confidential at all times, the access codes availed in terms of this Agreement. Save in the case of the Bank's negligence, any person who obtained the access codes in any way will be considered to be the Customer's duly authorized agent with full authority to use the Digital Wallet Banking on the Customer's behalf.

#### **Customer's Warranty and Indemnity**

By signing these Terms and Conditions, the Customer guarantees to the Bank that they are of full legal capacity and that they accept their obligations herein, which they fully understand.

In the event that the Customer or any other person designated or presumed to be designated to act on behalf of the Customer gives inaccurate, wrong, unauthorized, or wrongful instructions or information, the Customer shall indemnify the Bank

against any damage, loss, and/or consequential damage that the Bank may suffer.

#### **Obligations of the Customer**

The Customer is required to keep their password, OTP, and PIN private. The Customer is responsible for ensuring that no unauthorized person gains access by disclosing the PIN, password, or OTP. The Customer is required to take all appropriate security measures to guard against illegal access to the Account and usage of the Digital Wallet Banking Channels. The Customer must notify the Bank immediately and reset the password or PIN if they suspect that someone else knows or has access to their password or OTP.

When giving the Bank instructions to make payments, pay accounts, or transfer funds to beneficiaries, the Customer is required to provide the accurate account number or mobile number of each beneficiary. The Bank does not at any stage verify a bank account number against the name of a beneficiary.

#### **Additional Terms that are applicable**

Where a Customer has another account with the Bank, the Personal Customer Agreement for that bank account, ATM card and other services still apply when using digital wallet banking. The terms and conditions of each product agreement must be read in conjunction with this one, which governs the usage of digital wallet banking channels. The provisions of such other agreements shall take precedence over this agreement to the extent of any disagreement between this and such other terms.

#### **Fees**

The Customer's wallet account will be debited of any fees and charges related to digital wallet banking. The Customer may obtain a copy of the Tariff guide from any BBS Bank branch or our website. BBS Bank shall be entitled to recover such fees/charges as and when the funds become available in the Customer's nominated wallet account, or alternatively, from any other BBS Bank account belonging to the Customer, should the Bank be unable to recover any fees/charges from the nominated wallet account on the due date, for any reason whatsoever.

#### **Availability of Digital Wallet Banking**

Subject to the availability of Internet and mobile network connections, as well as any downtime needed for essential maintenance of those connections, Digital Wallet Banking will always be accessible. The Customer shall use the Bank's other available service channels if the Digital Wallet Banking is unavailable for any reason and shall take reasonable precautions to reduce and/or eliminate loss or risk.



### Internet Requirements

In the event that the Customer uses the Internet to access the Digital Wallet Banking, they must register with an Internet Service Provider prior to the commencement date.

Any expenditures or expenses associated with the purchase, installation, and upkeep of the Internet connection will be entirely the responsibility of the Customer. In the event that the hardware and software requirements for the Internet are changed in an effort to enhance or upgrade the Internet, the Customer will be responsible for covering the cost of any new hardware, software, or Internet connections needed to operate the system. Before contacting the Bank, it is the Customer's responsibility to communicate with the Internet Service Providers if the Customer is having issues with their Internet connection.

### Requirements for Cell Phones

If the Customer uses their mobile phone to access Digital Wallet Banking, they must register with the mobile network operator prior to the commencement date. The Customer will also be responsible for paying any associated fees. The charges of any new phone or service provider connection needed to utilize the Digital Wallet Banking Channels will be billed to the Customer's account in the event that the cell phone requirements are changed to enhance or upgrade the Digital Wallet service. It is the Customer's responsibility to communicate with the Mobile Network Operator before contacting the Bank if the Customer has issues with the Cell phone and/or Mobile Network Operator.

### Liability for Loss or Damage

The Customer understands that there is risk involved in using the Account and Digital Wallet Banking. The following circumstances shall not render the Bank liable for any loss, damage, or other effects the Customer may experience:

- Any issue or flaw in the devices that the Customer uses (such as their personal or public computer or smartphone).
- Any flaw in the Customer's software that allows them to access the Digital Wallet Banking.
- Any conduct or omission on the part of the Internet or Mobile Network Operator, or the Customer.
- Any defect in the Digital Wallet Banking Channel or any other channel that allows users to access the system.
- The inaccessibility or offline status of the digital wallet banking

- Inaccurate, unauthorized, incomplete, or unlawful instructions from the customer.
- Illegal or unauthorized access by another person or persons.
- Incorrect or delayed execution or non-payment resulting from an instruction supplied by the customer.
- Any other circumstances that are not substantially within the Bank's control.

### Intellectual Assets

All content, including logos, visuals and multimedia works published or made available via the BBS Bank website is protected by copyright and other intellectual property rights which are retained by BBS Bank. The user may read, download, and print a copy of these terms and conditions, as long as the information is only used for evaluation of the Digital Wallet and not for any other commercial purpose. Any copying of the Bank's intellectual property from the website, in whole or in part, must include an extensive copyright notice from the Bank.

BBS Bank's website ought not to be taken as granting any license or right to use any trademark without the prior written authorization of the Bank and/or the relevant third parties. The Bank's property rights or that of third parties may not be used by the Customer for any purpose whatsoever without the Bank's prior written approval.

### TERMINATION, SUSPENSION OR WITHDRAWAL OF DIGITAL WALLET BANKING SERVICES

**Customer Termination:** The Customer may terminate the Digital Wallet Banking service by providing the Bank with 30 (thirty) days' prior written notice. Such notice must be signed by the Customer.

**Suspension or Withdrawal or Termination:** To ensure the protection of the Customer, the Bank, and the banking systems, the Bank may immediately terminate or suspend or withdraw all or part of the Digital Wallet Banking service under the following circumstances:

- If the Bank believes that the security of the system used to provide the Digital Wallet Banking service may be compromised.
- If the Channel is being used in contravention of the Terms and Conditions of this agreement.
- If the Bank has reasonable grounds to believe that the channel may be used negligently, illegally, or fraudulently.
- To comply with applicable law, regulation, court order or directions from a governmental authority.

### DATA PRIVACY

BBS Bank Limited values the privacy of its customers. Our policy, as published on our website,



outlines the principles that BBS Bank deploys with respect to how personal information of customers is handled. This policy applies to all personal information collected electronically by persons who use the BBS Bank website, contact BBS Bank electronically or register for any of the services offered. This Data Privacy Policy outlines how we collect, use, store, and disclose your data in relation to our digital wallet banking services. By using our website and digital wallet services, you consent to the practices described in this policy.

**Collection of Personal Information:**

We collect personal information necessary for the provision of our digital wallet banking services. This may include but is not limited to: Name, Age, Gender, residential address, Identity number, financial information (e.g. income), Transaction and investment details.

**Use of Personal Information:**

We use the personal information collected to provide effective services and tailor experiences to meet specific needs. This includes:

- Compiling profiles to tailor services
- Analysing data to enhance user experience
- Sharing promotional material related to our services
- Compliance with applicable regulations

**Protection of Personal Information:**

BBS Bank takes reasonable steps to protect personal information from loss, misuse, or unauthorized

alteration. We do not disclose personal information without express written permission, except where legally required. When disclosure is necessary, we inform the purpose for which the information is requested, used, and stored.

**Consent and Control**

We only use personal information for lawful and disclosed purposes or with express written permission. Users may update or correct their information at any time by contacting us through the provided 'Contact Us' details or visiting their nearest branch.

**Compliance**

BBS Bank complies with all relevant data protection laws and regulations. We continuously review and update our policies and practices to ensure compliance and protect the privacy of our users.

**Contact Us**

If you have any questions, concerns, or requests regarding your personal information or these terms and conditions, please contact us using the details provided on our website or visit your nearest branch.

By using our digital wallet banking services, you acknowledge and agree to the terms outlined in these terms and conditions. We reserve the right to update these terms as necessary, and any changes will be communicated through our website or other appropriate channels.