

SERVICES INTEGRITY SAVINGS & LOANS LTD

MOBILE BANKING TERMS & CONDITIONS

These Terms and Conditions govern the Customer's use of Services Integrity Savings and Loans Ltd.'s (SIS&L's) Mobile Banking Services hereinafter referred to as (the "Terms and Conditions").

These Terms and Conditions take effect when you register for SIS&L's Mobile Banking Services. SIS&L may change these Terms and Conditions from time to time. The latest version of the Terms and Conditions applies each time you use our Mobile Banking Services.

You must read these terms and conditions carefully before using the service. By registering to use the service or also by virtue of your continued usage of the service, you shall be deemed to have accepted and be bound by these terms and conditions as well as other terms governing the service, as amended from time to time. If you decline these terms and conditions, you cannot use the functionalities of our Mobile Banking services and cannot continue to Log-on to the services. herein

DEFINITIONS

In this Terms & Conditions the following expressions shall have the following meanings:

- **"the institution"** means Services Integrity Savings and Loans (SIS&L) and its successors in title, agents and assigns.
- **"the Customer"** means an account holder of SIS&L who is now or henceforth registered on the SIS&L Mobile Banking Service.
- **'Mobile Banking Service' ("the Service")** –means the system that enables the Customer to access his/her account and transact business or obtain information on financial products and services via the use of his/her mobile phone.
- **'Personal Identification Number'** means any confidential Pin, Code or number issued/selected by the Customer which may be used to access the institution's Electronic Banking Service or to give out and/or execute instructions.
- **"Third Party"** means any bank, or Deposit-Taking financial institution other than Services Integrity Savings and Loans Ltd and "Third Party Account" means any account other than a Service Integrity Savings and Loans Ltd Account.

No Customer shall use the Service without understanding and agreeing to the Terms and Conditions of the Service.

By using the Service, the Customer thereby agrees and consents to these Terms and Conditions, which form the contract between the Customer and the Institution.

The Service shall be governed by these terms and conditions as amended by the institution from time to time.

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These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any Account of the Customer and/or the respective service provided by the institution unless otherwise specifically stated.

In consideration of the institution allowing the Customer access to the Service, the Customer hereby agrees with the institution as follows:

HARDWARE AND SOFTWARE REQUIREMENT

- a) The Customer shall access the Service by a mobile device which is web-enabled and allows secure SSL (SIS&L) traffic which is also capable of receiving text messages.
- b) The Customer shall remain solely responsible for the purchase and maintenance of the device and the purchase of data to access the service.

THE SERVICE

A. SIS&L Mobile Banking is another channel of banking which is accessed through a mobile device.

B. To access these features on your mobile device, you have to dial *753#, or download the application from Google Play Store for android user and Apple store for iOS user and complete the registration process.

C. The customer shall not complete the registration process on his/her mobile device without familiarizing himself/herself with or reading the Terms and Conditions of the service.

D. Authorizing SIS&L to effect a transfer of funds from your account to any other account with the bank or with a third-party bank.

E. Authorizing SIS&L to debit your Account to settle a specified utility bill (such as electricity) and/or any other bills as specified by the customer is subject however to availability of such bill payment under this service.

F. On receipt of any instruction(s), the Institution will endeavor to carry out your instructions promptly, barring any unforeseen circumstances such as an Act of God, Force Majeure, system failure and other causes beyond SIS&L's control which prevents SIS&L from doing so immediately.

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PIN AND CONFIDENTIALITY

a) The Customer shall initiate all Mobile Banking transactions or inquiries by use of his/her mobile banking pin.

b) The Customer shall not create a password or PIN that will be easy for others to determine. .

c) The Customer shall keep his/her password or PIN confidential. The Customer shall act in good faith, exercise reasonable care and diligence in keeping the password or pin confidential. At no time and under no circumstances shall the customer disclose the password or PIN to any person or permit the mobile device to come into the possession or control of any other person.

d) The Customer shall not write his/her password or PIN or keep his/her mobile device in an open place to enable third parties having access to his/her password or PIN and/or mobile device. The Customer shall be fully responsible for any accidental or unauthorized access to the mobile device, or for any accidental or unauthorized disclosure of the password or PIN to any other person and shall bear the risks of the password or PIN being used by unauthorised persons for unauthorised purposes.

f) The Customer shall change his/her password or PIN immediately he or she becomes aware that it has come to the notice of a third party.

g) Where a Customer notifies the Institution of his intention to change his/her password or PIN resulting from memory loss, the Institution shall with the consent of the Customer immediately reset the old password or PIN and then allow the Customer to enter a new password or PIN PROVIDED THAT the Institution shall not be responsible for any loss that occurs between the period of such memory loss and the time that a new password or PIN is entered by the Customer.

h) Until the Institution receives actual notice from the Customer (either in person, by designated email or by means of telephone at such telephone numbers as the institution may from time to time prescribe about the password or PIN being in the control or possession of an unauthorized person, the institution is exempted from any liability whatsoever for complying with any or all instruction(s) given by means of the Customer's password or PIN, if in any way the password or PIN comes to the notice of a third party.

i) The use of the Customer's mobile device, password or PIN by any other person with his/her authorization shall be considered the same as the Customer's written signature

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authorizing the institution to complete any transaction or request communicated through the Service.

j) The Customer shall be responsible for any instruction(s) given through the Customer's password or PIN. Accordingly, the Institution shall not be responsible for any fraudulent, erroneous or duplicate instructions given through the Customer's password or PIN.

CUSTOMER'S RESPONSIBILITIES

a) The Customer shall be absolutely responsible for safeguarding his/her password or PIN. Accordingly, the Institution is expressly exempted from any liability arising from unauthorized access to the Customer's account as a result of the Customer's failure to safeguard his/her password or PIN.

b) The Customer shall ensure the secrecy of his/her password or PIN. Accordingly, the Institution is expressly exempted from any liability arising from the Customer's breach of duty of secrecy.

c) The Customer acknowledges that it is the sole responsibility of the Customer to ensure that the use of the Service is in accordance with the rules and regulations of the applicable law. The Customer undertakes not to use the Service to effect payment(s) for any illegal purposes (i.e., transactions not permitted under applicable laws, rules and regulations) including but not limited to money laundering, the transmission of any unlawful, libelous, offensive or obscene material.

d) The Customer shall be required to acquaint himself/herself with the process for using the Service and that he/she shall be responsible for any error made while using the Service.

e) It is the responsibility of the Customer to advise the institution immediately of any change in his mobile number or loss/theft of mobile phone or loss/theft of plastic card by adopting the procedure laid down by the Institution for the purpose.

f) The Telecom Service provider of the Customer may levy charges for each SMS/internet and the institution is not liable for any dispute that will arise between such telecom service provider and the Customer

g) The institution shall upon receipt of notice of loss or theft of mobile device, de-activate the service. The institution is not responsible for any loss of funds, relating to the loss/theft of a mobile device, that occurs between the period of such loss/theft and the time that the service is de-activated by the Institution.

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CUSTOMER'S GUIDELINES

a) The Customer shall provide true, accurate, current and complete information about himself/herself as requested by the institution during the registration process. The Customer shall not misrepresent his/her identity.

b) The Customer shall not assign or make any commercial use of the Service.

c) The instructions of the Customer shall be effected only after authentication under his/her PIN or through any other mode of verification as may be later stipulated at the discretion of the institution.

d) While it shall be the endeavor of the institution to carry out the instructions received from the Customer promptly, it shall not be responsible for the delay/failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law. The Customer expressly authorizes the Institution to access his/her account information required for offering the services under the Service.

e) The Customer understands that the institution may send "rejection" or "cannot process" the request messages for the service request(s) sent by the Customer which could not be executed for any reason.

f) The Customer expressly authorizes the Institution to carry out all requests/ transactions purporting to have been received from his/her mobile device and authenticated with his/her password/PIN in the case of payment facilities like funds transfer etc. the customer shall be deemed to have expressly authorised the Institution to make the payment when a request is received from him/her.

g) The content and information on the Institution's website as well as all rights to the web site are the property of the institution. The Customer is only allowed to use the content and information as expressly authorized by the Services. Accordingly, the Customer shall not copy, reproduce, distribute, or create any derivative work from the content and information.

BUSINESS DAYS AND NOTICE OF INTERRUPTIONS

a) The services are available every business day including weekends and holidays except as provided below:

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i) technical failure or problems with a Communication System directly or indirectly involved in providing Internet and Banking Services, be it the institution's or a third party's;

iii) other circumstances beyond of the Institution

b) The Institution may occasionally perform maintenance on systems and equipment, and this may result in error messages or interrupted services.

c) The Institution shall within twenty-four (24) hours of a disruption or anticipated disruption inform the Customer through short messaging system or other means determined by the institution.

TRANSFERS TO AND FROM ACCOUNTS AUTHORIZATION

a) The Customer expressly authorizes the Institution to debit the appropriate account in the amount of any bank transfer initiated through the Mobile Banking Service by the Customer or by any person who is authorized by the Customer to use his/her password or PIN.

b) The Institution may treat any such bank transfer from the appropriate account the same as a duly executed written withdrawal or transfer.

c) The Institution shall upon the request of the customer make available to the customer in comprehensible form, information on conditions of transfer through the system as follows:

(i) an indication of the time needed for the funds to be credited to the account of the Institution of the beneficiary;

(ii) an indication of the time needed for the funds credited to the account of the Institution to be credited to the account of the beneficiary;

(iii) details of any charges payable by the Customer.

LIABILITIES OF THE INSTITUTION

a) The Institution will take reasonably practicable steps to ensure that its systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, considering any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Institution, from time to time.

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b) Due to the nature of the Service, the Institution does not warrant that access to the Service shall be uninterrupted, timely, or error free. The Institution may suspend any of the services provided to the customer under the Service without notice where the Institution considers it necessary or advisable to do so, for example to protect the Customer when there is a suspected breach of security, or the Institution needs to suspend the services for maintenance or where other urgent reasons so require.

The Institution will within twenty-four (24) hours inform the Customer through short messaging system, our website(s) or other means determined by the Institution, if any of the services is not available.

LIMITATION OF BANK'S LIABILITY

a) To the fullest extent permitted by law, the Institution shall not be liable whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of the Mobile Banking in accordance with the Terms and Conditions.

b) The Institution's duties and responsibilities to the Customer are strictly limited to those described in these Terms and Conditions, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement.

c) To the fullest extent permitted by law, the Institution shall not be liable at any time to the Customer or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the Institution's responsibilities which is caused or occasioned by any act or thing beyond the Institution's reasonable control, including without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, force majeure, act of God, fire, storm, or other catastrophe.

d) The institution shall not be liable whatsoever for any damage or loss caused by the act, error, or omission of the Customer or any person purported to be acting for the Customer.

e) The Institution shall not be liable for any fraud or loss that arises from the use of the Customer's password or PIN.

NOTICE OF TRANSACTIONS

The Institution shall notify the Customer of any transaction on the Customer's account through electronic notification, or a physical receipt as follows:

a) Transaction amount;

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- b) Transaction type;
- c) Any fees charged;
- d) Unique transaction reference;
- e) Date and time of transaction; and
- f) Identifying details of the recipient of an outbound transaction or of the sender of an inbound transaction

ADDITIONAL SERVICES

- a) The Institution may from time to time, make additional services available through Electronic Banking and will notify the customer of the availability and the terms and conditions of these additional services.
- b) The Customer, by using these additional services when they become available, agrees to be bound by any additional instructions, procedures, terms, and conditions provided to him/her concerning these additional services.

FEES AND CHARGES

- a) There is currently no specific fee for the service, it has been added to the institutions E-banking bouquet services. The Institution reserves the right to charge the Customer a fee for the use of the services provided under the Service. Display of such charges on the Institution's website and other digital platforms.
- d) The Institution shall give seven (7) days prior notice to the Customer of a change in the fee structure through short messaging service or any other means determined by the Institution.

INDEMNITY

- a) In consideration of the Institution providing the Service, the Customer agrees to indemnify and hold the Institution not liable against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which the Institution may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services provided to the Customer pursuant hereto.

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b) The Customer shall indemnify the Institution for unauthorized access by any third party to any information/instructions/triggers given by the Customer or breach of confidentiality.

SERVICE CHANGES AND DISCONTINUATION

a) The Institution reserves the right to change or discontinue, temporarily or permanently the service at any time. In order to maintain the security and integrity of the Service, the Institution may also suspend the Customer's access to the service at any time. The Institution will endeavor, in all cases, to inform the Customer through Short Messaging Service or other means determined by the Institution within twenty-four (24) hours thereof.

b) The Institution will not be liable to the Customer or any third party for any modification or discontinuation of the service.

c) The Customer may cancel the Service by written request to the Institution at any time.

NOTICES

a) All notices and other communications to the Customer shall be in writing and delivered to the email address and phone number (text message), the Customer has provided to the Institution.

b) All notices and other communications to the Institution from the Customer shall be in writing and delivered to the Institution's address.

COMPLAINTS

a) The Institution will endeavor to maintain a functional consumer complaints unit to which the Customer shall lodge complaints, if any, through phone calls, electronic mails, short messaging service and personal visit.

b) The Institution will endeavor to display the address, telephone numbers, and electronic mail address of the complaint's resolution desk prominently at its branches and through its published electronic media channels (such as website, social media handles and publications).

AMENDMENTS

A. The Institution reserves the right to lay down further terms and conditions or to amend these Terms and Conditions (including any fees or charges) pursuant to the introduction of new products or technology or to take into consideration any increase in costs or decrease

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in the Institution's return or for security, legal, regulatory or market reasons or changes in internationally accepted Banking

B. The Institution will give reasonable notice to the Customer of any addition and/or changes to these Terms and Conditions (which notice shall, in the absence of exceptional circumstances, be of 30 days). Such revised Terms and Conditions shall be binding on the Customer if the Customer continues to maintain or use the services on or after the effective date.

RECORDS RETENTION AND DATA PROTECTION

a) The institution will store information and instructions received from you through any means or device(s) used, for a minimum of six years, as required by law, and such information will be accessed by employees of the Institution (as is deemed necessary) on need-to-know basis.

b) The Institution will comply with Data Protection Act, 2012(Act 843) and all applicable laws and regulations relating to the processing of personal data or privacy or any amendments and re-enactments thereof and shall procure that its employees observe the provisions of the same.

SETTLEMENT OF DISPUTES

3. a) Any dispute arising from the Terms and Conditions, shall be settled in accordance with SIS&L Consumer Resource Management Policy specific to the service as provided in section 44-47 (Act 987) or any statutory guidelines or directives.

GOVERNING LAW

These Terms and Conditions, the rights and obligations of the Institution and the Customer shall be governed by and construed in accordance with the laws of Ghana.