

## **IMB Account Terms and Conditions**

This agreement applies to you if you use any of the following self-service channels: IMB Online Financial Services platform and IMB Mobile Application offered by IMB Financial Services (Pty) Limited, with the registration number 2008/001532/07 with its Head-Office located at Buchanan Square, 160 Sir Lowry Road, Woodstock, Cape Town, 7925, (hereafter referred to as "IMB")

IMB Financial Services (Pty) Limited is an Authorised Financial Service Provider: FSP No.: 43443

This agreement contains the rights and obligations between you, the account holder and IMB. You are an account holder if you are registered with an IMB Personal Account or have been authorised to use an IMB Personal Account and will be bound by the below Terms and Conditions

### **1. Account Holder:**

- 1.1. I, as the account holder and authorised user of my IMB Personal account, hereby agree and confirm that I know and understand that: –
  - 1.1.1. IMB is an approved co-brand partner of Flexpay (Pty) Ltd (hereafter referred to as "Flexpay") as an authorised distribution channel of Access Bank South Africa Limited (hereafter referred to as "Access Bank").
  - 1.1.2. I will be depositing my money into an Access Bank bank account held in my name and that I will be able to access my money by using the Debit Card provided by IMB or by the following self- service channels: IMB Online Financial Services platform and IMB Mobile Application, and that I will not be able to interact directly with Access Bank.
  - 1.1.3. I hereby authorise IMB to open an account in my name with Access Bank using the IMB Online Financial Services platform and/or IMB Mobile App (hereafter referred to as "my account") in terms of the agreement entered into between IMB, Flexpay and Access Bank Bank
  - 1.1.4. I will instruct all actions to be taken on my account and with my money via the authorized systems provided by IMB, who will perform a daily reconciliation on my account and ensure compliance with all regulatory requirements demanded by Access Bank.
  - 1.1.5. I appoint IMB as my agent to administer and deal with the funds held in my account ("the Funds");
  - 1.1.6. I hereby specifically authorise IMB in terms of this mandate to:
    - 1.1.6.1. Open, operate, manage, and close an account in my name and on my behalf subject to the terms and conditions herein.
    - 1.1.6.2. I hereby grant IMB the necessary authority to transact on my account on my behalf, subject to the receipt of electronic instructions from myself via the IMB user platforms;
    - 1.1.6.3. authorise payment of fees to IMB pertaining to the opening, operation, and management of my account.
    - 1.1.6.4. Access Bank and all other product providers contracted to IMB are entitled to act on all instructions given to it by IMB on my behalf in respect of my account and/or accounts held in my name by the product provider concerned;
  - 1.1.7. I hereby confirm and acknowledge that IMB is obliged to act on and accept all instructions and transactions given by me to IMB via the IMB user platforms and that any transactions and/or instructions given after my access codes have been entered or applied will be considered to be instructions and/or payments authorised by me provided that I have enough money in my account to cover both the transaction value and the transaction fee.
  - 1.1.8. I hereby confirm and acknowledge that IMB cannot act on or process my transaction instructions unless I have enough money in my account to cover both the transaction value and the transaction fee.
  - 1.1.9. I acknowledge that I will not be able to transact directly on my account at Access Bank bank's branches or head office. All transactions must be addressed to and actioned by IMB. I will

- receive confirmation of transactions and account statements on a monthly basis and IMB will be responsible for the reconciliation thereof;
- 1.1.10. I confirm that IMB acts as my agent and assumes, except in so far as there may be a right of recovery against IMB, all risks connected with the administration of the entrusted Funds by IMB, as well as the responsibility to ensure that IMB executes the instructions as recorded in this Mandate;
- 1.1.11. should I instruct IMB to make any payments to a third party from my account, I hereby unconditionally absolve and indemnify IMB and Access Bank from and against all and/or any loss, damage, costs and expenses which I or any other person whatsoever, including any minor children, may sustain or incur, either directly or indirectly as a result of the Access Bank or IMB paying any amounts into the bank account of any third party;
- 1.1.12. all warranties given or statements made by me in terms hereof are deemed to be given or made in favour of the Access Bank and Access Bank will be deemed to have accepted the benefits given to it by this Mandate when it receives any deposit from me or from IMB on my behalf;
- 1.1.13. I further hereby specifically authorise IMB to accept payments on my behalf from multiple payers (including myself) and to make payments on my behalf to multiple beneficiaries (including myself) based on instructions given by me to IMB via the IMB user platform/s
- 1.1.14. I accept that IMB operates and functions within the requirements of the Electronic Transactions and Communications Act, and as such whenever I click "Submit" or "Accept" once I have logged on to the IMB Online Financial Services platform or the IMB Mobile App using my Personal Identification Number (PIN) and User Name, such action will be deemed an electronic signature by myself and am I bound by the terms and conditions as presented by the preceding action
- 1.1.15. I accept that under the Electronic Communications and Transactions Act, 25 of 2002 and in terms of the National Payment System Act, 78 of 1998 I have 7 (seven) days to cancel without any reason this agreement and that IMB must with Thirty (30) days refund all monies paid to it for the supply of its services less cost of account closure
- 1.1.16. I consent to IMB carrying out identity and fraud prevention checks and sharing information relating to this application, my account and any or all transactions on my account with the South African Fraud Prevention Service (SAFPS) Department of Home Affairs (DHA) the Financial Intelligence Centre (FIC) and/or any other government agency and/or product provider with whom IMB have contracts with. This includes the collection and sharing of biometric information to verify my identity. Should my conduct of my account at any time in the future reasonably cause IMB to suspect that my accounts are being used for improper and/or illegal purposes, I hereby irrevocably consent to IMB providing details of this suspicion to the relevant authorities. I understand and agree that the record of this suspected fraud will then be available to other members of the SAFPS if they carry out credit/other checks on my name.
- 1.1.17. I consent to IMB checking my credit record with any credit reference agency. I also consent to IMB providing credit reference agencies with regular updates about the conduct of my accounts, including the failure to meet the agreed terms and conditions. I also agree that the credit reference agencies may, in turn, make my record and details available to other credit grantors.
- 1.1.18. I confirm and agree that the information provided by me to IMB upon and at all other times will be true, accurate, current, and complete. I also agree that I will ensure that this information is kept accurate and up to date at all times and that if IMB has reason to believe that the information or documents I have provided them with are false and tampered with in any way, they will immediately close my account and notify any relevant authority where necessary.
- 1.1.19. I confirm further that I have read and accept the standard terms and conditions of ACCESS BANK Bank as set out on its website which I found at <https://southafrica.accessbankplc.com/>.

## 2. Record Keeping

- 2.1. All your transaction history will be stored for a period of five (5) years. You have access to statements of up to 3 months and a daily 30-day transaction history directly on your phone or via the internet.
- 2.2. Transactions that have been incorrectly entered by you or that have experienced a processing problem during a transmission may be refunded but only after thorough vetting of the transaction by the IMB compliance department
- 2.3. IMB subscribes to the protection of Personal Information as provided for in Section 51 of the Electronic Transactions and Communications Act and will take all reasonable steps to protect your personal information held by them, and except for the circumstances referred to above will not make your personal information available to any other parties.

**3. Commencement of the agreement:**

- 3.1. You will be bound by these terms and conditions as soon as any of the following happen: –
- 3.2. When you register to use any of the IMB service channels
- 3.3. When you gain access to use any of the IMB service channels or download any software that enables the use of the IMB channels
- 3.4. When you begin to use any of the service channels.

**4. Services available:**

- 4.1. In terms of this agreement, you will be able to use the following services:
- 4.2. Deposit of money into your account account(s)
- 4.3. Payments of other people's accounts or your own account(s)
- 4.4. Purchase of Pre-paid products and services offered by IMB or their partners
- 4.5. Purchase of Financial services products such as funeral cover
- 4.6. Payments of fees for administering my accounts

**5. Registration:**

- 5.1. You are responsible to ensure that you have the necessary equipment and software to use the service channels.
- 5.2. Any information provided to IMB during registration is confidential and private. IMB will not disclose this information to anyone unless:
- 5.3. IMB is legally compelled to do so
- 5.4. It is in the public interest to do so
- 5.5. The disclosure is made, at your request, with your written consent

**6. Authorising another to act on your behalf as your agent:**

- 6.1. By allowing anyone to access your account using the service channel, you provide that person with the authority to act as your agent.
- 6.2. Any act or omission by the user will be considered as your act or omission.

**7. Access to your account:**

- 7.1. You must enter the correct access information to identify yourself whenever you use or logon to the IMB service channels.
- 7.2. IMB is obliged to act on and accept all transactions done after your access codes have been entered or applied on the IMB service channels.
- 7.3. The following access information is of specific importance:
- 7.4. Your physical address, as provided on your application, or as changed by notification to IMB in writing, will be used for all legal notices.
- 7.5. Your email, fax, or postal address on IMB's records will be used for any other correspondence.
- 7.6. Notices provided from IMB will be regarded as having been received by you:
  - 7.6.1.1. Within seven days after posting, on the date of delivery if sent by hand
  - 7.6.1.2. At the time of transmission if sent by fax
  - 7.6.1.3. At the time of delivery if sent electronically

**8. Security of your access information, cards, and equipment:**

- 8.1. You are responsible for the safekeeping and proper use of your account, PIN and username and password as well as any cards issued by an IMB business partner.
- 8.2. Never give or show anyone your access information, including any person who is an employee of IMB, or claiming to work for or represent IMB in any way.

- 8.3. Never respond to requests to enter or “confirm” your access codes sent to you via email, SMS, or instant messaging.
- 8.4. If you respond to any of the situations mentioned above and lose money as result of doing so, IMB is not responsible and will not refund you.
- 8.5. You hereby indemnify IMB against any damages, loss, or liability that IMB might suffer as a result of any unauthorised access and/or use of your card.

**9. Cancellation of Access codes:**

- 9.1. If you suspect or know that your access code(s) have been lost, stolen, or used without your authorisation, you must notify IMB immediately and request a cancellation.
- 9.2. I hereby confirm and acknowledge that IMB is obliged to act on and accept all instructions received from me and/or anyone using my access codes and that IMB can accept that any instructions received by them from anyone making use of my access codes was given by me, and that I therefore cannot hold IMB responsible and/or liable for any transactions processed by IMB received from anyone using my access codes until I have informed IMB that I suspect or know that my access code(s) have been lost, stolen or used without my authorisation.
- 9.3. If your cell phone is lost or stolen, you must immediately notify IMB and request us to delink your cell phone from your online profile. Delay in notifying IMB may be considered as negligence on your part and you will be responsible for all transactions on the card prior to the account being stopped.
- 9.4. After a cancellation instruction has been received by IMB, IMB will reject all transactions done from the date on which your access code(s) were cancelled.
- 9.5. IMB reserves the right to block your access to the service channels at any time to maintain or restore security, if we reasonably believe that your access code(s) have been or may have been obtained or are being used or may be used by an unauthorised person(s).

**10. Cancellation of Access Codes of Authorised Users:**

- 10.1. You must notify IMB in writing if an authorised user’s access rights must be changed or cancelled.
- 10.2. I hereby confirm and acknowledge that IMB is obliged to act on and accept all instructions received from authorised users until I have informed IMB in writing of the cancellation of an authorised user’s access, and that I cannot hold IMB responsible and/or liable for any transactions processed by IMB on the authorised user’s instructions until I have informed IMB of the cancellation.
- 10.3. When an authorised user is no longer allowed to transact on your account, you or IMB has the right to demand that they return any physical devices given to them that enables them to transact, including their card.
- 10.4. When you, as the account holder, takes back the authorised user’s physical access device, you must notify us in writing or via the helpline that the authorised user’s access rights must be cancelled, and that the card or device must be destroyed or returned to IMB.

**11. Monitoring your use of the IMB Service Channels and your conversations with IMB:**

- 11.1. All calls to our Customer Care Call Centre are recorded, therefore conversations between you and IMB during are recorded.
- 11.2. By accepting these terms and conditions you hereby give your consent to your calls being recorded and monitored by IMB. Copies of your recordings can be made available on request.
- 11.3. Calls are recorded and monitored for the following reasons:
- 11.4. To maintain the proper functioning and safety and security of IMB’s systems
- 11.5. To investigate or detect any unauthorised use of the service channels or systems
- 11.6. To comply with the relevant law which requires IMB to do so

**12. Transaction Fees:**

- 12.1. YOU hereby confirm and acknowledge that YOU are aware that IMB charges fees transactions and services provided by IMB, and that
- 12.2. All fees for using IMB’s services and/or products will be deducted from your IMB account.
- 12.3. These fees will be deducted immediately after confirmation of the completion of the transaction.

- 12.4. The fees which IMB will be entitled to are in published transaction fee schedule and that YOU hereby accept payment of such fees.
- 12.5. Note that IMB is entitled to change the fee structure with at least one month's notice.
- 12.6. YOU hereby confirm and acknowledge that IMB cannot act on or process your transaction instructions unless YOU have enough money in your account to cover both the transaction value and the transaction fee.

### **13. Transactions:**

- 13.1. You are responsible for providing IMB with correct and complete information and instructions when you transact.
- 13.2. IMB does not verify the identity or bank account details of the person or entity you are paying. Nor do we compare the account number against the details of the person or entity you are paying.
- 13.3. IMB will not be responsible to the person, or entity you are paying, for any loss or damage you and/or they may suffer as a result of your providing incorrect or incomplete information.
- 13.4. IMB is not responsible if you do not complete an instruction or if you do not follow IMB's instructions when transacting.
- 13.5. Certain transactions cannot be reversed or stopped once you have submitted the transaction instruction to IMB via the IMB platform and the instruction will be completed as per the instruction received.
- 13.6. Transaction limits apply to transactions done on the service channels. IMB will not be able to carry out any instruction from you if you have exceeded the transaction limit on your account or if a transaction will result in you exceeding your transaction limits. If you need to exceed any limits, you need to arrange with IMB beforehand by phoning our call centre or visiting your nearest branch.
- 13.7. Unless stated otherwise, all transactions will be completed in the same amount of time they take to be completed when performed at a branch of a bank or ATM.
- 13.8. Certain information, including your account balance information, may be delayed pending processing via the National Payments System.
- 13.9. If you are unsure if a transaction has been sent, received, or processed, you must contact IMB. Do not submit the instruction again as this can result in duplication of transactions for which you will be responsible for and for which IMB will not be liable.

### **14. IMB Service Channels:**

- 14.1. From time to time one of IMB's Service channels may not be available.
- 14.2. During unavailability, you must please make use of any of our other channels.
- 14.3. IMB may at any time, in their sole discretion, stop providing their services via a specific service channel or any other services provided on that service channel for practical or operational reasons. However, IMB will notify you of this within a reasonable time.

### **15. Third Parties:**

- 15.1. IMB is not responsible for links to third party sites, its contents or for the third party's actions or omissions, or its goods or services.
- 15.2. IMB does not endorse or recommend the third party or its products or services, nor does it have any control over third parties or their products or services.
- 15.3. IMB is not responsible for any loss or damages you may suffer, whether indirectly or directly, because of a third party, its products or services or your use of the products or services of the third party.
- 15.4. IMB is not responsible for third party software.
- 15.5. If at any time, your internet provider, cell phone provider or electricity supplier is unavailable, IMB will not be held liable for any damages or loss incurred as a result of the unavailability.

### **16. IMB's Liability:**

- 16.1. IMB and the bank will not be liable for any kind of loss or damage you may suffer, including indirect, direct, special, incidental or consequential damages, because of your use of, or inability to use, the services of IMB and the bank.
- 16.2. IMB and the bank are also not liable for the following (except where such loss or damage is caused by IMB's negligence or intent):

- 16.3. Any loss or damage, which you or any other party, may suffer due to unauthorised interception and/or monitoring.
- 16.4. Any loss or damage if you did not take reasonable steps to safeguard the use of and the access codes to your account and/or follow the steps recommended by IMB.
- 16.5. Late or delayed transactions
- 16.6. Loss or damages arising from unauthorised use of the service channel, including where a user exceed their authority
- 16.7. Any errors or delays in communication systems outside of its control.
- 16.8. Any loss, damage or theft resulting from the use of Automated Teller Machines (ATMS)
- 16.9. Any consequence resulting from any cause of retention or damage (including tearing, destruction or rendered unusable) of your card

**17. Intellectual Property Rights:**

- 17.1. IMB owns the intellectual property rights in the service channel and its contents, including all registered and unregistered trademarks, copyright, and patents.
- 17.2. You may not copy, reproduce, display, reverse engineer or use IMB's intellectual property in any manner whatsoever without our written consent.
- 17.3. Nothing on the service channels must be seen as granting any licence or right of use of any intellectual property unless permission was expressly granted in writing by IMB.
- 17.4. You may not establish any connection, including via a hyperlink, frame mega tag or similar reference, whether electronically or otherwise to any part of the service channel or IMB's website without our written consent.
- 17.5. IMB also owns the software underlying the service channels.

**18. Ending the agreement:**

- 18.1. IMB may end the agreement with you at any time or end your right to use the service channels after giving you reasonable notice.
- 18.2. IMB may also terminate the agreement if any of the following occur:
- 18.3. You commit fraud or IMB suspects you have done so
- 18.4. IMB believes that your behaviour was inappropriate or constitutes misconduct
- 18.5. If you breach this agreement
- 18.6. If you no longer have access to the resources or services necessary to use the service channels. E.g. Your cell phone provider removes your registered cell phone number from its network or ends your contract
- 18.7. If your account is closed
- 18.8. If the law requires us to do so
- 18.9. If you do not use the service channels for a period of three months or more
- 18.10. You hereby accept if :
  - 18.10.1. you do not transact on your account for 45 consecutive days, your account will be regarded as semi-dormant.
  - 18.10.2. If you do not transact on your account for a further 45 consecutive days your account will be deemed dormant, irrespective of your balance
  - 18.10.3. IMB will try to contact you telephonically and will also notify you in writing at your last known address of the dormant status of your account
  - 18.10.4. If despite notification, you fail to transact on your account for a further 28 days and the balance in your account is equal to or below the minimum monthly service fee or fixed monthly fee, the outstanding fee will be recovered partially, and the account closed
  - 18.10.5. If your account has a debit balance and there has been no credit turnover (no deposit) for 36 days or longer your account will be considered dormant. You will be contacted either by telephone or letter at your last known address and requested to activate the account. If no response is received further action will be taken. While your account is dormant IMB may continue to charge its monthly and transactional fees where applicable

- 18.11. You may end this agreement by notifying us in writing or by phoning our call centre. If the agreement is ended, you will still be responsible to IMB for all the transactions, instructions and fees received by IMB up to and including your closing transaction/s.
- 18.12. Note: Ending this agreement does not mean scheduled top-ups or recurring services will also automatically be cancelled.
- 18.13. For these services to be terminated you must provide IMB with specific a cancellation/termination instruction pertaining to that product/service.
- 18.14. For as long as these remaining products and/or services remain in force you are liable for all payments of subscription fees and/or premiums and must make alternative arrangements for payment of such subscription fees and/or premiums to IMB.
- 18.15. IMB reserves the right to recover any outstanding amounts on such subscription fees and/or services from any benefits payable to you and/or your beneficiaries.

**19. Waiver:**

- 19.1. If, for any reason or purpose, IMB does not immediately enforce or implement any of the rights in terms of this agreement, it does not mean that IMB has abandoned or waived these rights.
- 19.2. You must not assume that the agreement has been changed or that it no longer applies to you.
- 19.3. IMB can still insist on strict application of all the terms and conditions in this agreement and enforce of any or all of its rights at a later stage.

**20. General Terms and Conditions:**

- 20.1. IMB reserves the right to decline your application.
- 20.2. You may not vary or delete any of the terms and conditions contained herein.
- 20.3. IMB has the right to request any further information or documents that it may legally require.
- 20.4. You will pay for any service provider that you require to support your cell phone and computer
- 20.5. Nothing on the service is an offer or professional advice to you.
- 20.6. If one or more of the clauses is invalid it will not render the rest of the agreement or rules invalid.
- 20.7. Where dates and times need to be calculated, the international standard time (GMT) plus 2 (two) hours will be used.

**21. Other laws:**

- 21.1. ECT Act: if you are a consumer, you have certain rights under South Africa's e-commerce legislation Chapter VII of the Electronic and Transactions Act 25 of 2002. These rights are available at: [www.acts.co.za](http://www.acts.co.za)
- 21.2. Exemption 17 of FICA clients: if your account has been opened under the quick client due diligence process (similar to the old FICA-Light measures in terms of Exemption 17 of the FICA) you are prohibited from transferring any funds outside the Republic of South Africa or utilising your card outside the common monetary area (Swaziland, Lesotho, Namibia, Mozambique etc)
- 21.3. This agreement will be governed by the laws of the Republic of South Africa without giving effect to conflict of law provisions.

**22. FICA**

- 22.1. In terms of Schedule A to the Financial Intelligence Centre Act, Act 38 of 2002, (FICA), IMB Financial Services (Pty) is an Accountable Institution as it is rendering services as specified in Item 12 of the Schedule.
- 22.2. In compliance with the FICA legislation IMB has put Anti-Money Laundering & Counter-Terrorist Financing Risk Management and Compliance Programme ("RMCP") measures in place in order to manage the Institution's identified compliance obligations and compliance risk. This programme has been adopted as company policy.
- 22.3. Your IMB account has been opened in terms of the quick client due diligence procedures determined in IMB's RMCP. The quick client due diligence is similar to the old FICA-Light measures in terms of Exemption 17. This means that your account is subject to the certain transaction limits until a standard or enhanced client due diligence has been performed:
- 22.4. Please Note: We are obliged to suspend the transactional capability of your account unless we are in the receipt of proof of your residential address if you exceed the limits on your "FICA LIGHT" account, or should you exceed either of the following:

22.5. If at any stage the balance of your account exceeds the limits below:

<b>FICA limits</b>	<b>Activate Wallet</b>	<b>Engage Account</b>	<b>Achieve Account</b>
Swipe transaction limit - local	R10 000	R10 000	R50 000
Swipe daily limit - local	R20 000	R20 000	R100 000
Swipe transaction limit - international	n/a	R10 000	R50 000
Swipe daily limit - international	n/a	R20 000	R100 000
Cash withdrawals transaction limit - local	R2 000	R2 000	R2 000
Cash withdrawals daily limit - local	R5 000	R5 000	R10 000
Cash withdrawals transaction limit - international	n/a	R2 000	R2 000
Cash withdrawals daily limit - international	n/a	R5 000	R10 000
Cash at till transaction limit	R2 000	R2 000	R2 000
Cash at till daily limit	R2 000	R5 000	R10 000
Beneficiary payments (EFT)	n/a	R20 000	R50 000
Balance threshold	R25 000	R25 000	R500 000
Maximum monthly credits (deposits)	R25 000	R25 000	R500 000
Maximum daily debit spend	R20 000	R10 000	R100 000
Maximum monthly debit spend	R25 000	R25 000	R500 000

22.5.1. In order to avoid suspension of your account, please forward us the additional documentation required for our standard client due diligence process i.e. proof of your residential address for a full FICA account, to IMB at your earliest convenience in the form of one of the following:

- 22.5.1.1. Utility bill (e.g. an electricity bill) (0 – 3 months old)
- 22.5.1.2. Bank statement (other registered bank) (0 – 3 months old)
- 22.5.1.3. Recent lease or rental agreement (valid - meaning current and unexpired)
- 22.5.1.4. Municipal rates and taxes invoice (0 – 3 months old)
- 22.5.1.5. Mortgage statement (other institution) (0 – 3 months old)
- 22.5.1.6. Telkom / cellular account (0 – 3 months old)
- 22.5.1.7. Recent SARS return / IRP5 (0 – 12 months old)
- 22.5.1.8. Recent insurance policy document (0 -12 months old)
- 22.5.1.9. A payslip or salary advice (0 – 3 months old)
- 22.5.1.10. Recent correspondence from a body corporate or share-block association
- 22.5.1.11. Valid television license documentation (annual)
- 22.5.1.12. Recent motor vehicle license documentation (annual)
- 22.5.1.13. Recent long-term or short-term insurance policy
- 22.5.1.14. Two retail accounts (e.g. Edgars, Foschini) (0 – 3 months old)
- 22.5.1.15. Co-Habitation declaration ( to obtain a co-habitant declaration from another natural person, who shares the address with such a person seeking to establish a business relationship or conclude a single transaction with IMB/ a Flexpay Card.)

The following must be attached to the co-habitant declaration forms:

- Identity document of the Deponent
- Copy of document acceptable as proof of address

## 23. Social Media

23.1. I consent to IMB sending direct communication to me via WhatsApp, Facebook, Instagram, Twitter (X) and Telegram.

23.2. I have the right to opt out of receiving direct communication via social media platforms mentioned above.