



TERMS AND CONDITIONS GOVERNING THE USE OF INTERNET BANKING (FINCONNECT)

The relationship between the Bank and the Account Holder is governed by the following Terms and Conditions and may be varied and amended from time to time.

These Internet Banking Terms and Conditions (these "Terms and Conditions") govern your use of the FINBANK Internet Banking Services ("FINCONNECT") and shall apply to the Internet Banking Services provided by Finbank S.A (hereinafter referred to as the "Bank"). We hereby formulate these "Terms and Conditions" in order to provide you with better Internet Banking Services, prevent risks inherent in the Online Banking, and specify the rights and obligations of the parties in the Internet Banking. Please read and review these Terms and Conditions carefully before you use any of our Internet Banking Services.

Before a customer applies for activation of Internet Banking Services or uses Internet Banking Services for the first time, the customer shall carefully read the Terms and Conditions and fully understand relevant provisions hereof, and the customer shall have the right to require the Bank to provide sufficient explanation about the Terms and Conditions. BY APPLYING FOR THE ACTIVATION OF INTERNET BANKING SERVICES OR USING INTERNET BANKING SERVICES FOR THE FIRST TIME, CUSTOMER SHALL BE DEEMED TO HAVE CAREFULLY READ, UNDERSTOOD AND ACCEPTED THE TERMS AND CONDITIONS AND AGREED TO BE BOUND HEREBY.

THE ACCOUNT

The Customer shall assume full responsibility for the genuineness, correctness and validity of all endorsements appearing on all means of payment, orders, bills, notes, negotiable instruments, receipts or other instructions deposited into the account.

The Bank will not be responsible for any loss of funds deposited with it arising from any future Government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond its control.

Your account shall be debited for any service charge that is set by the Bank from time to time. All notices or letters will be sent to the electronic address supplied by

you and will be considered duly delivered and received at the time it is delivered or **fifteen days** after posting.

The Bank will not be liable for funds handed over to members of its staff other than the Cashiers / Tellers in the Bank's premises with the appropriate deposit slip.

Any anomaly in the entries on your Bank statements must be brought to the attention of the Bank within **5 days** of the date thereof and you agree that failure to give such notice absolves the Bank from all liabilities arising thereof.

The Bank may exercise its general lien or any similar right it is entitled to including the right to combine and consolidate all or any of the Customer's accounts with the Bank, and the right to set off or transfer any sum or sums standing to the credit of any one or more of such accounts against liabilities in any other account.

Your account statement will remain the official record of your account. You agree to review your statement promptly after you receive it whether through the Internet Banking Service or normal routine statements provided by branches. If your statement reflects transactions that you did not authorize, you must notify the Bank immediately.

INSTRUCTIONS

The Bank may rely on the authority of each person designated (in a form acceptable to the Bank) by the customer to send Instructions or do any other thing until The Bank has received written notice or other notice acceptable to it of any change from a duly authorized person and the Bank has had a reasonable time to act (after which time it may rely on the change).

Each of the customer and the Bank will comply with certain agreed security procedures (the "Procedures") designed to verify the origination of instructions between them such as enquiries, advices and instructions.

The Bank is not obliged to do anything other than what is contained in the Procedures to establish the authority or identity of the person sending an Instruction. The Bank is not responsible for errors or omissions made by the customer or the duplication of any Instruction by the customer and may act on any instruction by reference to

an account number only, even if an account name is provided. The Bank may act on an instruction if it reasonably believes it contains sufficient information.

The Bank may decide not to act on an Instruction where it reasonably doubts its contents, authorization, origination or compliance with the Procedures and will promptly notify the Customer (by telephone if appropriate) of its decision.

If the Customer informs the Bank that it wishes to recall, cancel or amend an Instruction, the Bank will use its reasonable efforts to comply. If the Bank acts on any Instruction sent by any means requiring manual intervention (such as telephone, electronic mail or disks sent by messenger) then, if the Bank complies with the Procedures, the Customer will be responsible for any loss the Bank may incur in connection with that Instruction.

PASSWORDS AND ADDITIONAL SECURITY MEASURES

You will be provided with the USER ID and your initial password which is sent to your personal email address. On your first logon you will be required to choose a memorable password which you will use to obtain access to your accounts through the Services. In addition we may ask you to create and provide responses to authentication questions that only you and the Bank will know that may be used to verify your identity (together with your user ID and password, collectively referred to herein as "Access Credentials"). We may, at our option, change the parameters for the access credentials used to access the Service without prior notice to you. If we do so, you will be required to change your Access credentials the next time you access the Services.

You are solely responsible for keeping your Access credentials confidential or agree not to give or make it available to any person who is not authorized to access your accounts. Bank is authorized to provide information to any party and act upon all instructions received using your Access Information. You further agree that use of your Access credentials will have the same legal effect as your written signature authorizing the transaction. If someone to whom you have granted authority to use your Access credentials exceeds such authority, you,

and not the Bank, shall be fully liable for all the transactions initiated by such individual.

If you believe the security of your Access credentials has been compromised in any way, you must alert us immediately. We reserve the right, under certain circumstances, to deny you access to any one or more account(s), the Services or any part thereof, or to deny the processing of transactions if we reasonably believe your Access credentials has been compromised in any way or is being used, or might be used by any unauthorized person(s). For Business Customers, you agree to immediately notify us if a person with Access credentials leaves your employment..

ACCOUNT ACCESS

After you have successfully registered, you can use the Services seven (7) days a week, twenty-four (24) hours a day, although some or all of the Services may not be available during Regularly scheduled maintenance periods, or during system/network interruptions.

ELECTRONIC MESSAGES AND OTHER COMMUNICATIONS

By enrolling in and using the services, you agree that all notices and other communications directly related to your use of the Internet Banking services or to your accounts may be sent electronically to any e-mail address we may have on record for you. Or at our option, any other manner permitted by applicable law. As e-mail is not a secure method of communication over the internet, we recommend that you do not send confidential information, such as account numbers and financial information, to the Bank by e-mail. If you want to contact the Bank electronically, we recommend contacting our customer care in different branches.

If you contact the bank electronically, please be advised that we will not immediately receive an electronic message you send, and no action will be taken on any electronic message until we actually receive your message and have had a reasonable opportunity to act on it. If you need to contact us immediately, please call our Call Centre on 170. If you provide with a telephone number, as a contact for any of the products or services offered through the Site, you agree that we may call that number with service messages including, without

limitation, prerecorded calls, notwithstanding any law, rule or regulation that would otherwise apply.

TRANSFERS

You may use the Internet Banking services to transfer funds to and from your account(s). You authorize the Bank to charge your account(s) for all funds transfers that you initiate through the Services. You agree to maintain sufficient available funds in your account(s) for each such transfer you schedule. We may or not be obligated to, make any transfer you may request unless there are sufficient available funds in your account(s) to cover the transfer. We will not notify you whether or not your transfer request was completed. You accept and agree to confirm from your account statement whether or not a transfer was successful.

TRANSFER LIMITATIONS

We reserve the right to place limits on the frequency and amounts of any transfer(s) or refuse to make transfer(s) between certain accounts. We will notify you if we determine that we cannot carry out transfer instructions; provided, however, notification is not required if your transfer instructions are prohibited by these Terms and Conditions or applicable law.

INTERNET SERVICE FEES

There will be a charge in connection with your use of some of the features available through the Services. Please refer to the FINBANK Tariff Guide applicable to your accounts for more information. We reserve the right at any time to change, add or modify and recover any fees and charges subject to **fifteen days** prior notice. You agree to pay such fees and authorize the Bank to deduct such fees from any accounts you maintain with the Bank. Your current account may also be debited for the Bank's usual banking charges, interest, commission, etc. If there are insufficient funds in your account to pay these fees, you authorize the Bank to recover the service charges by debiting one of the accounts. You hereby acknowledge having read and understood the FINBANK Tariff guide and to be bound by it.

LIABILITY FOR UNAUTHORIZED TRANSFERS OR PAYMENTS FOR PERSONAL ACCOUNTS ONLY

Each time you use Internet Banking services to process a transfer or payment transaction, you warrant that you

are an owner or authorized signatory on the account from which the funds are being drawn to make such transfer or payment. The Bank is entitled to act on instructions received from you will have the same effect as your signature authorizing the transaction. If we do not complete a transfer or payment from your account on time or in the correct amount in accordance with our agreement with you, we will be liable only for your actual losses. We shall not be liable for any indirect loss, damage, consequential loss, or loss of profit or income. We will further not be liable in any way for any failure or delay in completing any transaction if:

- Through no fault of ours, your account does not contain sufficient funds to make the transfer or payment, or the transfer or payment would exceed any applicable overdraft protection for such account;
- Your computer, mobile device or software, internet banking service was not functioning properly at the time you attempted to initiate the transaction and it was evident to you at the time you began the transaction;
- Circumstance beyond our control prevent the Bank from making the transfer or payment from such as acts of God, natural disasters, fires, floods, acts of government authority, terrorist acts, acts of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power outages or interruptions, telecommunications failure, severe adverse weather conditions, postal strikes, or other causes beyond our reasonable control;
- You do not provide the Bank with complete and correct payment or transfer information or you do not follow the instructions in these Terms and Conditions or any other agreement with the Bank for requesting a transfer or payment;
- The funds in your account are subject to legal process or other encumbrance restricting the transfer or payment;

This limit is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstance where we would not be liable.

UNAUTHORIZED TRANSACTIONS FOR PERSONAL ACCOUNTS ONLY

You must alert the Bank AT ONCE if you believe your access credentials has been stolen or used without your permission, or if you believe that unauthorized Internet transaction or payment has been made from any of your accounts. Contacting us via telephone is the best and fastest way of keeping your possible losses to a minimum. Kindly ensure that all telephone requests should be followed by written and duly signed Customer advice within 12 to 24 hours. Also, if your statement shows transactions that you did not authorize, alert us AT ONCE.

FOR BUSINESS ACCOUNTS ONLY

You are responsible for all transfers and payments that are made using your access information. We shall not have no liability to you for any errors or losses you sustain in using Internet Banking services except where we fail to exercise ordinary care in processing any transaction.

IN CASE OF ERRORS AND QUESTIONS ON YOUR ACCOUNTS FOR PERSONAL ACCOUNTS ONLY

In case of errors or questions about transfers or payments made through Internet Banking services, you should contact the Bank, as soon as possible. If you think your statement is incorrect or you need more information about a transaction performed through Internet Banking interface that is listed on the statement, you must:

1. Inform us your name and account number;
2. Describe the error or the transaction in question, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the currency and amount of the suspected error and if you tell us orally, we shall require that you send us your complaint in writing within 24 hours. If we determine that there was no error, we will send you a written explanation.

ADDRESS CHANGES

It is your sole responsibility to ensure that your contact information is current and accurate. This includes but is not limited to, your name, address, telephone numbers and email addresses. The Bank is not responsible for

any payment processing errors or fees incurred if you do not provide accurate contact or account information.

CHANGE OF MANDATE

The customer must notify the Bank immediately of any change in the address, directors, and committee members, trustees, designated members, secretaries. Any modification of change in authorized signatories must be signed in accordance with the existing mandate and accompanied by a resolution to that effect.

TERMINATION

We may terminate your use of the services at any time and for any reason without prior notice including, without limitation, your failure to access the Bank Internet banking service for a period of one month or longer. You may terminate your rights to use Internet Banking services by notifying the Bank in writing. You authorize us to continue making transfer payments and other transactions you previously authorized through Internet Banking until such time as we have had a reasonable opportunity to act upon your instructions. It is your responsibility to cancel any recurring or future dated transfers prior to cancelling the Internet Banking service as these transfers will not be terminated unless you do so. Notwithstanding the foregoing, all recurring transfers and payments must be cancelled prior to terminating the use of the Internet Banking services. Upon any termination you shall immediately discontinue use of Internet Banking services. Any termination shall not affect your liabilities or obligations under these Terms and Conditions for any transactions initiated prior.

CONFIDENTIALITY AND DISCLOSURE

- The customer undertakes to maintain strict confidentiality of its access credentials i.e. User ID and Password and any other information and materials of any nature supplied to it by the Bank in relation to the service.
- The Customer hereby agrees that, if necessary for the provision of the service, the Bank may disclose information about the Customer to any member of the Bank.
- The Customer also hereby agrees that the Bank may disclose information about the customer to third parties' in the following circumstances:

- a) Where such disclosure is necessary in order for the Bank to act on a request.
- b) In order to comply with any law regulation or court order. If the Bank has to obey an order for information from an authorized government body, the Bank may, to the extent required by law, notify the Customer before giving out the information.
- c) Disclosure to the Bank's agents, sub-contractors, auditors, attorneys and other professional service providers to the extent required in the normal course of their duties.
- d) If it involves a claim by or against the Bank in respect of an item deposited or drawn against the Customer's account.
- e) If the Customer authorizes the disclosure.

AMENDMENTS AND NEW FEATURES

We may, from time to time, in our sole discretion, introduce new products, services and features to the Internet banking services or modify or delete existing feature. We shall notify you of any of these changes if we are legally required to do so. By using any new or modified products, services or features when they become available, you agree to be bound by these Terms and Conditions, as well as any additional terms and conditions specifically applicable to these new offerings.

The Bank may vary these Terms and Conditions at any time. Notification of any such variation may be given to the Customer either in writing or by publication thereof by such means as the Bank may decide but any variation whether notified or not shall be binding on the Customer.

OTHER AGREEMENTS

In addition to these terms and conditions, you agree to be bound by and comply with the terms of such other agreements we may provide to you in connection with the services or any other products which may be accessed through the services including, but not limited to, internet banking terms and conditions, funds availability disclosure, and our electronic banking Terms and conditions Disclosure Statement and agreement. You further agree to be bound by and comply with any

and all applicable laws, rules and regulations, including but not limited to, the rules and regulations, clearing office or funds transfer system to which the bank belongs, in connections with your use of ours services .additionally if there is a conflict between what an employee of ours says and these terms and conditions .these terms and conditions will prevail.

SEVERABILITY

If any provision of these terms and conditions is determined to be invalid or unenforceable by court of competent jurisdictions, the remaining provisions of these terms will not be affected thereby, and each of those provisions will be valid and enforceable to the fullest extent permitted by law.

If there are two or more persons comprised in the expression "the customer" then the undertakings and liabilities of the Customer under these Terms and Conditions shall be joint and in solid undertakings and liabilities shall be construed accordingly and reference herein to the "customer" shall mean any or more of them.

If the customer is a corporate body, then these Terms and Conditions shall continue in full force and effect and continue to bind each of its assigns and successors

INDEMNIFICATION

You acknowledge and agree that you are personally responsible for your conduct while using Internet Banking product & services and agree to indemnify and hold us and our officers, employees, shareholders, branches, agents and third party service providers harmless from and against any losses, damages, liabilities, costs or expenses of any kind including, without limitation, reasonable attorney's fees, court costs and related litigation costs and expenses, that we may incur in connection with any third party claim or otherwise, arising out of or concerning your use of the product and services or the use of Internet Banking by anyone using your access credentials, or your violation of these Terms and Conditions.

GOVERNING LAW

These Terms and Conditions shall be governed by and interpreted in accordance with all applicable laws, rules and regulations. Any proceeding arising out of or

concerning these Terms and Conditions shall be heard exclusively competent jurisdictions of Burundi. These terms and conditions and/ or the operations in the accounts of the customer maintained by the Bank and/ or the use of the product and services provided through Internet Banking services shall be governed by the laws of Burundi.

- The Bank accepts no liability whatsoever, direct or indirect, for non-compliance or breach of the laws of any country other than Republic of Burundi. The mere fact that Internet Banking services can be accessed through internet by a customer in a country other than Burundi shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/ or the operations in the Bank Internet accounts of the customer and / or the use of Internet Banking services. The User of the Internet Banking facility by a person from any place other than Burundi will not alter the situation and the said customer shall be deemed to have submitted himself to the laws of the Republic of Burundi.

- Any dispute or difference arising between the Customer and the Bank shall be settled by mutual consultation / discussion failing which; the same shall be referred to competent Courts of Burundi.

ACCEPTANCE

I/We have read and fully understood the Terms and Conditions for Internet Banking services as set out above and I/We hereby accept them and will abide by them. I/WE also accept that any instruction coming through internet banking ("FINCONNECT") will be deemed to be coming from authorized account signatories as per account operating mandate.