

# **Microfinance Bank**

#### **Internet Banking**

GetBucks Microfinance Bank offers Banking services electronically through their network accessible over Internet to its customers subject to the following terms and conditions. This shall be deemed to be Agreement between the Bank and the Customer availing Internet Banking Services

This platform is owned by GetBucks Microfinance Bank Limited, a company with limited liability duly incorporated in accordance with the laws of Zimbabwe.

The information contained herein is for information purposes only and GetBucks Microfinance Bank Limited does not hold itself out as providing legal, financial or other advice through this website.

Access to this website is permitted on a temporary basis. GetBucks Microfinance Bank Limited may suspend, withdraw, or discontinue all or any part of the website without notice

#### Scope of Internet Banking

With an eligible Account for Internet Banking, You can access electronic Banking services over Internet, namely; i) Balance enquiry ii) Account statements iii) Fund Transfer iv) Such other services as the Bank may offer.

These conditions become effective when you access the site for the first time and constitute a binding agreement between Getbucks Microfinance Bank Limited and yourself, which will always prevail. The current version of these conditions will govern our respective rights and obligations each time you access this site.

# Charges:

Bank reserves the right to charge and recover from you service charge for providing the Internet Banking

# Security

- The Bank will provide you with access to the Internet Banking Service using a password that is issued to you when your application to use the Internet Banking Service is accepted and approved. Any Signatory granted access to the Internet Banking Service will be issued with a separate Password. You must keep your passwords and PINs (including any One Time Password secret and take steps to prevent unauthorised use of passwords or PINs
- 2. You acknowledge, represent and warrant that the password which will be issued to You, provides access to the Account and that You are the sole and exclusive owner and the only
- The authorized user of the password accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes (i.e., change of address) entered into Accounts using such password

- 4. You are liable for all transactions initiated by Yourself and are not disclosed or facilitated the disclosure of any password or PIN in breach of these Terms and Conditions.
- 5. If You forget the Internet Banking Password You are responsible for submitting necessary documents and information as the Bank may require along with any request for any service under Internet Banking
- 6. You shall take all necessary precautions to prevent unauthorized and illegal use of Internet Banking and unauthorized access to the Accounts in relation to Internet Banking.
- 7. To help us improve our service and in the interest of security, we may monitor and/or record communications (whether over the internet, telephone or otherwise) between you and us. All recordings are our sole property.
- 8. Bank does not ask for details of User-Id, Personal Identification Number (PIN) or Password in any communication. Under no circumstances the Bank shall be responsible for loss caused to You, induced by Your parting with or sharing with or delivering to or revealing by any means to, details of User-Id, Personal Identification Number (PIN) or Password any person or entity soliciting such information from You.
- 9. You may find links to other websites on the website or platform. By selecting any external link on this website, you may jump to an unaffiliated third party website that may offer a different privacy policy and level of security. GetBucks Microfinance Bank Limited does not offer, endorse, recommend or guarantee any product or service that may be available on third party websites.
- 10. You are solely responsible for communicating any changes in mobile number and internet address in comparison to those initially shared with the bank at account opening. The bank will not be held liable for sending alerts, OTP's and/or other information sent to the customer provided mobile number and internet address if such change is not communicated in writing.

# Notices

By providing an email address in connection with Internet Banking, you agree that we may send you notices in relation to these Terms and Conditions by addressing them to that email address, or any other email address you notify to us from time to time for that purpose. You also agree that we may give you notices of changes to these Terms and Conditions by displaying them on the Internet Banking service

# Limits

Use of the Internet Banking Service is subject to transaction limits. These may be imposed by us or by other parties involved in any transaction. These include: The maximum amounts which can be transferred in any day, the maximum number of transactions in any day, The maximum amounts for bill payments.

# Your Obligations

- 1. For the purpose of availing Internet Banking, You would need to have legal and valid access to the Internet .
- 2. You understand that transactions over Internet have inherent risks and You will follow the security procedure prescribed
- 3. You should check your Account statements and records carefully. If you believe a transaction is wrong or unauthorised you should telephone us immediately on 08677000393
- 4. You will not be liable for losses caused by our system or equipment failure in the completion of a transaction. This limitation on your liability does not apply to the operation or failure of any external system or equipment including any system or equipment used by you or on your behalf
- 5. You shall ensure that there are sufficient funds (or prearranged credit facilities) in any Account for transactions through the Internet Banking, and the Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds..
- 6. You may not tamper with any part of the platform or its contents or any software used in connection with the website.
- 7. You may not misuse the platform by hacking or to send or distribute multiple unsolicited junk e-mails or messages, chain letters or otherwise to interface with or disrupt the service or the networks through which you have access.
- 8. You may not use this platform for any commercial, profit-making or re-sale purposes, including the systematic extraction and/or re-utilisation of any part thereof.
- 9. You may request in writing, at any time, that we withdraw your access to the Internet Banking Service or the access given to any Authorised Account Viewer or Signatory. You will remain responsible for any transactions made on your Account using the Internet Banking Service until the request has been received and processed by us

# **Funds Transfers**

- 1. You accept that You will be responsible for keying in the correct account number for the fund transfer request. In no case, the Bank will be held liable for any erroneous transactions incurred arising out of or relating to Your entering wrong account numbers.
- 2. You will be liable for losses arising from a Mistaken Payment or Misdirected payment you or your Signatory has made to a third party where it is not possible for the Bank to recover those funds from the unintended recipient.
- 3. The Bank shall incur no liability, if it is unable to effect any Payment Instruction on the Payment Date because of the existence of any one or more of the following circumstances:
- 4. i) If the Account does not contain sufficient funds to process the Payment Instruction or the amount exceeds the overdraft limit, if any, granted to the Payer.

ii) If the funds available in the Account are under any encumbrance or charge. iii) The name of Payer and/or details required for effecting the payment is not correctly provided by You

iv) Due to refusal of the Payer's Bank to honour the payment for any reason whatsoever

v) Due to circumstances beyond its reasonable control.

# Other Products and Services

You should also note that particular products and services provided by GetBucks Microfinance Bank Limited may have their own terms and conditions which will form the legal agreement between you and Getbucks ('Product Terms and Conditions'). You should carefully read such terms and conditions before obtaining the product or service from GetBucks Microfinance Bank Limited.

# Terms and conditions

- 1. We will make all reasonable efforts to ensure that the Internet Banking Service is available 24 hours a day, seven days a week. However, the Bank is not liable:
  - for any breakdown in the Internet Banking Service for any reason whatsoever

or any inability to access the Internet Banking Service;

- For any corruption of data and any breakdown, interruption or errors caused to a computer as a result of using the Internet Banking Service;
- For any corruption of SMS data and any SMS gateway breakdown or interruption or errors caused to your mobile device as a result of a telecommunications service provider; or
- For failure or delay in delivering a One Time Password, and/or SMS Alerts as

a result of the failure of a telecommunications provider or its network.

- 2. The Internet Banking Service will be subject to continual upgrading and enhancement. Accordingly, we may need to modify, enhance, cancel, or withdraw the Internet Banking Service at any time
- 3. The information, material and content provided in the pages of this platform or any Product Terms and Conditions may be changed at any time without notice. GetBucks Microfinance Bank Limited may change the Terms and Conditions at any time by updating these pages. You agree to review any applicable terms and conditions regularly and that your use of any part of this website will be subject to any such changes once they are made.

# Privacy

- 1. GetBucks is committed to protecting your privacy. All information gathered from you in connection with your use of the website will not be disclosed to third parties without your consent except as dictated by the law. We may be required by law, a Government agency or regulatory authority and/or international treaties, or our policies, not to initiate or complete a transaction on your Account, initiated by you or initiated on your behalf. We may also be legally obliged to disclose information about you to Authorities, other financial institutions, or our service providers without giving you any notice.
- 2. You shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. You agree and acknowledge that any loss, damage, liability caused or suffered by the You due to disclosure of all information of confidential nature shall be borne by You without transferring any liability or responsibility towards the Bank. You shall comply with such guidelines, instructions or terms as the Bank may prescribe from time to time with respect to the password

# **Governing Law**

- 1. The information on this website is based on understanding of current laws, regulations at the time of going to press. Future changes in laws and regulations could affect the information on this website. Before you make any decision or take any action that might affect you or your personal finances or business, you should always consult a suitably qualified professional adviser(s) to obtain appropriate financial, legal, accounting, tax and other advice.
- 2. If any part of these Terms and Conditions is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the rest of such terms which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 3. These Terms and Conditions are governed by and interpreted in accordance with the laws of Zimbabwe. The courts of Zimbabwe will have exclusive jurisdiction in respect of any dispute which may arise in connection with these Terms and Conditions and/or your use of this website.

# Accuracy of Information:

- While GetBucks Microfinance Bank Limited has taken reasonable steps to ensure the accuracy, currency, availability correctness and completeness of the information contained on this website, GetBucks Microfinance Bank Limited makes no warranties or representations regarding the accuracy, adequacy, completeness or timeliness of the content, information, material, products and services of the website nor regarding the error-free use of the website.
- 2. If You notice an error in the information supplied to the Bank either in the application form or any other communication, You shall immediately advise the Bank which will endeavor to correct the error wherever possible on a "reasonable efforts" basis.

# Further Terms and Conditions that You agree with the Bank:

- 1. Save for any warranties expressly made herein, all other warranties and representations, to the fullest extent permitted by applicable law, are excluded. The use of this website is at your sole risk.
- 2. To the extent permitted by law, GetBucks Microfinance Bank Limited shall not be liable for any damage, loss or liability (whether arising in contract, delict, including negligence, or otherwise arising out of or in connection with (a) your use of this website; (b) your reliance on or your inability to use the information, products or services on this website; and/or (c) any failure in performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure to this website or your use or attempted use of it.
- 3. The Bank may withdraw the provision of Internet Banking, wholly or partly, if at any time the amount of deposit falls short of the required minimum as aforesaid and / or if the service charges remain unpaid, without giving any further notice to the You and / or without incurring any liability or responsibility whatsoever by reason of such withdrawal.
- 4. The above exclusions apply to any damage, which is direct, indirect, special, incidental or consequential or consists of loss of profits, business, goodwill, opportunity or data. All of the above exclusions apply even if you have advised us or any other member of the Getbucks of the possibility of the above types of damage, loss or liability.
- 5. All intellectual property rights (including, without limitation, copyright, database rights, design rights, patents and trademarks) in this website are owned by or licensed to us unless otherwise stated. You may print, copy, download or temporarily store extracts from the website for personal use or to help you use our products and services but you may not alter or otherwise make any changes to any material obtained from the website in any form, including, without limitation, removing any identifying marks or legends from such material. Any other use is prohibited unless you first request and obtain our written permission. Without limiting the above, unless you first obtain our written consent, you may not reproduce, modify, adapt, transmit, publish, broadcast, create derivative works of, store, archive or in any way exploit all or any part of this website.

# **Complaint resolution**

A Complaint and Dispute Resolution Guide is available to all customers in our branches, and by request. The Guide informs customers about how to lodge a complaint, including who to contact and how the Bank aims to deal with the complaint. If your complaint relates to this product, you should first contact one of Customer Service Consultants on 08677000393.

# Non-Transferability:

The grant of Internet Banking to a You is not transferable under any circumstance and shall be used only by You.

# **Termination of Internet Banking:**

You may request for termination of the Internet Banking any time by giving a written notice of at least 15 days to the Bank. The termination shall take effect on the completion of the fifteenth day. You will remain responsible for any transactions made through the Internet Banking until the time of such termination.

The Bank may withdraw or terminate the Internet Banking anytime either entirely or with reference to a specific service or in case of breach of Terms by You without a prior notice; or if it learns of Your death, Bankruptcy or lack of legal capacity.

# Right of set-off and Lien:

The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits/scrips held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Internet Banking extended to and/ or used by You.

# **Disclaimer of Warranties:**

- Except as warranted in the Terms, GetBucks expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking.
- 2. The Bank does not warrant that access to the Website and Internet Banking shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the Website or use, accuracy or reliability of Internet Banking.
- 3. The Bank will not be liable for any virus that may enter the Your system as a result of the Your using Internet Banking. Bank does not guarantee to You or any other third party that Internet Banking would be virus free.

# Indemnity:

- 1. In consideration of the Bank providing You the Internet Banking, You shall, at Your own expense, indemnify and hold the Bank, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which the Bank may incur, sustain, suffer or is likely to suffer in connection with the Bank or Affiliates' execution of the Your instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through Internet Banking for any action taken or omitted to be taken by the Bank and /or the Affiliates, its officers, employees or agents, on Your instructions.
- 2. You will pay the Bank such amount as may be determined by the Bank and/or the Affiliates to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

- 3. Further, the You agree, at Your own expense, to indemnify, defend and hold harmless the Bank, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against the Bank, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action of other proceeding brought against the Bank, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with the use of Internet Banking with reference to:
  - i) a violation of the Terms contained herein by You; and/or

ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, Internet Banking by the You; and/or

iii) any misrepresentation or breach of representation or warranty made by You contained herein; and/oriv) any breach of any covenant or obligation to be performed by You hereunder.

4. You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.