

MOBILE BANKING AGREEMENT (TERMS & CONDITIONS)

Introduction:

CalBank Limited (the "Bank") strives to provide the highest quality Mobile Banking Service (the "Service") available. *Please read these Terms & Conditions carefully) By applying for and/or using the CalBank Mobile Banking service/application, you agree to all the terms and conditions contained in this agreement (the "Agreement").*

The Bank may offer additional Mobile Banking services and features in the future. Any added Service(s) and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service or feature is added. These terms and conditions may be modified or cancelled from time to time without notice, except as required by Law.

Definitions:

The following words in this Agreement will have the definitions given below:

"Account(s)" means your eligible CalBank Limited savings, checking, loan or other product information, which can be accessed through the Mobile banking service.

"Agreement" means this Mobile Banking Agreement (Terms & Conditions).

"Device" means a supportable electronic and/or mobile device including a cellular phone, smart phone, or other mobile device that is web-enabled and allows Secure Sockets Layer "SSL" traffic capable of receiving text messages as well as other ancillary parts as SIM cards and memory cards. Your wireless carrier may assess fees for data, text messaging, or web services. Please consult your mobile network or wireless plan operator for details.

"Mobile Banking" means the banking services accessible from the Device.

"We," "Us," and "Bank" means CalBank Limited.

"Website" means CalBank Limited's website: www.calbank.net

"You" and "Your(s)," means each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

Mobile Banking Service

Mobile Banking is offered as a convenience and supplemental service to our in-bank and Internet or Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Account information, pay bills, transfer funds between your accounts, purchase airtime and move funds between your account and Mobile Money wallet We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking.

Mobile Banking may not be accessible over some network carriers. In addition, the Mobile Banking Service may not be supportable for all Devices. The Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile network operator, such as data outages or "out of range" issues.

You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with the service. We also reserve the right to and may modify the scope of the Mobile Banking Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use the service as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable for any losses caused by your failure to properly use the Mobile Banking Service or your Device.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any

unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and services. Accordingly, you agree to resolve any problems with your provider directly without the Bank's involvement.

Any deposit account, loan or other banking product accessed through this Mobile Banking Service is also subject to the Account Agreements and Disclosures provided at time of Account opening. These may include transaction limitations and fees, which might apply to your use of Mobile Banking.

Self-Registration

In the case of self-registration for individual and Sole Proprietorships, a random debit amount shall be posted to the client's account to confirm account status and the debit shall be reversed after successful registration or within 24 hours for an unsuccessful attempt.

Equipment and Software

The Bank does not guarantee that your device or mobile network service provider or operator will be compatible with Mobile Banking. Mobile phones and other devices with Internet capabilities are susceptible to viruses, worms, trojan horses, or other similar malicious software (collectively referred to as "malware") as well as other attacks including theft. You are responsible for ensuring that your device is protected from and free of any such malware which could result in damage to programs, files, and/or your Device or could result in information being intercepted by a third party as well as protecting your Device from theft. The Bank will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from the effects of such malware and theft. The Bank shall also not be responsible if any non-public personal information is accessed via Mobile Banking due

to any malware residing or being contracted by your Device at any time or from any source or from the theft of the Device.

The Bank shall not be responsible for errors or delays or your inability to access the service caused by your Device. We are not responsible for the cost of upgrading the Device to remain current with the service. We are not responsible for any damage to the Device or the data within.

Limitation on Mobile Banking Transfers

You may use the Mobile Banking Service to transfer funds between your eligible CalBank Limited and other accounts.

We may also limit the type, frequency and amount of transfer for security purposes and may change or impose limits without notice. ,

Fees

There is no monthly charge for accessing Mobile Banking. Some transactions including interbank transfers and transfers to wallets attract transactional fees. Some fees may be assessed and billed separately by your Device provider. All telephone or wireless charges associated with Mobile Banking are your responsibility. All other fees, which have been separately disclosed to you in connection with your account(s), will continue to apply to those account(s).

Responsibilities

Account Ownership/Correct Information:- Individual Accounts:

You represent that you are the legal owner of the Account(s) and other financial information, which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of

the Device you will use to access mobile Banking.

Sole Proprietorships:

The Mobile Banking service shall be allowed for Sole Proprietorships with a mandate of "one/either – to – sign" and "more than one – to – sign".

The Sole Proprietor shall issue a letter in support of the application for sign up onto Mobile Banking indicating that the choice of user is sanctioned by him/her and also indicating the **mobile numbers** eligible for acceptance for sign on.

Corporate Accounts:

Corporate Account usage of the Mobile Banking Service shall be allowed for company accounts.

The application for sign on shall be supported by a Board Resolution spelling out the details of the person authorised to be signed onto Mobile Banking, transactional limits where applicable and the **mobile number** eligible for acceptance for sign on.

You represent that you are the authorised signatory of the Account(s) and authorised to access other financial information, which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in connection with the Mobile Banking Service is accurate, current and complete, and that you have the authorisation to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity, details of the Company's Account(s) or the Company's account information. You represent that you are an authorized user of the Device you will use to access mobile Banking.

Security

You agree to take every precaution to ensure the safety, security and integrity of your Account(s) and transactions when using the Mobile Banking Service. You agree not to leave your Device unattended while logged into

Mobile Banking and to log off immediately upon the completion of each access by you.

You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information or any other means to access Mobile Banking, you shall bear all responsibility and liability for any transactions they authorize and the Bank will not be liable for any loss or damage occasioned to you or to any third party.

We make no representations that Mobile Banking will be available for use in locations outside of the Republic of Ghana. Accessing Mobile Banking from locations outside of the Republic of Ghana is at your own risk.

Conduct

You acknowledge that the use of a Personal Identification Number (PIN) or other mode of authorisation of Mobile Banking transactions is as good as your authorized signature and that the PIN authorises and validates instructions given just as an actual written signature does.

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking for money laundering or in any way that violates any relevant laws.

The Bank reserves the right to demand information or explanations from you regarding any matter pertaining to money laundering law(s) in Ghana.

Privacy of Personal Information

The Bank in providing you with Mobile Banking may collect personal information from you. Any such personal information collected shall be used only as appropriate to provide you with the best quality service and security. For example, any such personal information collected from you may be used to verify your identity and contact information. We may also use this information to establish and set up an account, as well as for any other ancillary purpose, issue an account and a secure password, maintain your account activity, and

contact you with account information. This information helps us improve our services to you, customise your user experience and inform you about additional products, services or promotions that may be of interest to you.

The Bank shall not sell, license, lease or otherwise disclose your personal information to any third party for any reason, except as described below.

The Bank reserves the right to disclose your personal information to our affiliates or third parties where required by law, to regulatory, law enforcement or other government authorities, or when necessary to protect our rights or property.

To help us improve our services to you, we may engage another business to help us to carry out certain internal functions such as account processing, order fulfilment, client service, client satisfaction surveys or other support services or data collection activities relevant to our business. We may also provide a party with client information from our database to help us to analyse and identify client needs and notify clients of product and service offerings. Use of the information shared is strictly limited to the performance of the task we request and for no other purpose. All third parties with whom we share personal information are required to protect personal information in a manner similar to the way we protect personal information.

Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless CalBank Limited, its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data,

files, or otherwise in connection with the Mobile Banking Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party of Mobile Banking.

[signature column – separate indications for individual and corporate account signatures]