**TERMS AND CONDITIONS**

These Internet banking/ mobile banking Terms and Conditions (these “Terms and Conditions”] govern your use of the Kush Bank PLC. Internet banking/ mobile banking Services. Use of the Internet banking/ mobile banking Services is expressly conditioned upon your acceptance of these Terms and Conditions. Please read and review these Terms and Conditions carefully. By enrolling in or using our Internet banking/ mobile banking services, you acknowledge and agree to abide by these Terms and Conditions. These Terms and Conditions supplement our applicable disclosure statements and agreements.

Including, without limitation, our Depositor's agreement, Schedule of Fees, Funds Availability Disclosure, Electronic Banking Terms and Conditions Disclosure Statement and Agreement and Privacy Policy, in effect from time to time. In the event that any provision of these Terms and Conditions conflict with the terms contained in any such disclosure statements and agreements, these Terms and Conditions shall control, to the extent necessary. By clicking or signing on the

provided space, you acknowledge that you received, read, understood, and agreed to these Terms.

As used herein, the terms the “Bank”, “we”, ‘“us” or “our” mean Kush Bank PLC.; “you” and “your client” means an individual or entity that is the owner of an account or an individual authorized by an account owner to view account information and/or effect transactions with respect to an account”; “account” and 'accounts' mean the current account, savings account, or other Kush Bank PLC. Deposit account that you can access through the Services; “Site” or “Sites” mean the web sites) owned or operated by the Bank, including, without limitation, our website or mobile applications Service", “Services” and “Internet banking/ mobile banking Services” mean all products, services, materials, contents, features and methods of conducting transactions offered, obtained or otherwise made available on or through the Site including, but not limited to the ability to transfer funds between certain accounts, obtain account balance information, view recent transaction activity details, make bill payments through bill pay service, view statements for your Kush Bank PLC. Current accounts and update your contact information; ‘Personal Account “means an account established by an individual primarily for personal, family or household purposes; Business Account" means any account that not Personal Account.

To be eligible to register and use the Services, you must maintain at least one account with us. If you have more than one account that is eligible for access through the Services, we advise you indicate on registration form your accounts together, and such accounts will appear in your Internet banking/ mobile banking profile, unless you request otherwise. Please note however that certain features of the Services may not be available for all your accounts, accounts that you open with the Bank after your initial enrollment in the Services will be enabled in the Internet banking/ mobile banking Services. Certain features information, transactions, or other services available through laptop/desktop may not be available when accessing the Services through a mobile device.

To access the Services, you must have access to a computer or approved mobile device with an internet connection. You will also need to have one of the following supported internet browsers, Internet Explorer (version 7 or higher) or Firefox (version 2.6 or higher with 2E6-bit encryption and Secure Sockets Layer 3 (SSL3). To the extent that you are able to access the Services using any non-supported internet browser, such use shall be at your sole risk, end you, and not the Bank, shall be liable for any losses resulting from such use. You

are responsible for maintaining and operating all software, hardware, and other equipment necessary to access and use the Services including, without limitation, antivirus, anti-spyware, and internet security software. You are also responsible for any and all fees imposed by any internet service provider or communications service provider. You acknowledge that there exists certain security, corruption, transmission error and access availability risks associated with using open networks/wi-fi to the internet and hereby as customer, expressly assume and bear such risks that come with these connections. You further acknowledge that you are responsible for the data security of the systems used by you to access the Services, and for the transmission and receipt of information using such systems. You agree that the Bank is not responsible for any errors or problems that may arise from the malfunction or failure of your computer, internet service provider or other systems, any virus, worm, or other problem that may enter your computer by downloading information or materials from, or otherwise related to your use of the Services. You further agree that the Bank is not responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical support or other support for your systems. You are hereby granted a non-exclusive, non-transferable limited and revocable right to access and use the Services as well as any technology in object code. You agree that the Bank and our suppliers or servicers retain all intellectual property rights in any hardware, software, documentation, systems or other technology or intellectual property (“Technology”) that may be made available to you in connection with the Services. You further agree to read and comply with any license terms with respect to any Technology made available to you, to use the Technology solely for purposes of accessing the Services, to maintain the confidentiality of the Technology, not to translate, reverse engineer, disassemble or decompile any Technology, to use the Technology in accordance with its documentation and all relevant security policies and procedures, and also to return any and all copies of the Technology to us upon request. All Technology is provided to you on an AS IS” and “AS AVAILABLE” basis.

You will be provided with the USER ID and your initial password. On your first logon you will be required to put a password which you will use to obtain access to your accounts through the Services. In addition, a captcha may be used to verify your identity (together with your user ID and password, collectively referred to herein as "Access Information”). We may, at our option, change the parameters for the access Information used to access the Service without prior notice to you. If we do so, you will be required to change your Access Information the next time you access the Services. You are solely responsible for keeping your Access information 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 Information 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 Information 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 Information 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 accounts, the Services or any part thereof, or to deny the processing of transactions if we reasonably believe your Access Information has been compromised in any way or is being used, or might be used, or might be used

by any unauthorized person(s). For Business Customers, you agree to immediately notify us if a person with Access Information leaves your employment.

In connection with the Services, the Bank may provide you with a link ("Hyperlink”) to a third-party site. Such Hyperlinks are used at your own risk and we alongside this recommend that the devices you use to access Internet banking/ mobile banking be fitted with up-to-date Anti-virus and Anti-Malware software. In addition, the device should have an up-to-date patching release. We are not responsible for, nor do we control the content. products or services provided through any hyperlink sites. We do not endorse or guarantee the products, information or recommendations provided by any such linked sites, and are not liable for any failure of products or services advertised on such sites. We do not make any representations or warranties of any kind, express or implied, as to the operations conducted at such other third-party sites, or the accuracy or completeness of any information, content, materials, or products included thereat including, but not limited to, the warranties of non-infringement of third-party rights, title, merchantability, and fitness, for a particular purpose.

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 the Services may not be available during certain times, we do not bear any transactional or business opportunity loss by such un-availability of the Internet banking/ mobile banking or mobile banking.

By enrolling in and using the Services, you agree that all notices and other communications directly related to your use of the 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. Please be advised that we may not immediately or in real-time receive an electronic message you send to us, and no action will be taken on any electronic message until we receive your written instructions and have had a reasonable opportunity to act on it. If you need to contact us immediately, please call our Contact Centre on +211928080085 or email [kushbankdigital@kushbankss.com](mailto:kushbankdigital@kushbankss.com) If you provide us with a telephone number, as a contact for any of the products or services offered through the site, you agree that we may contact that number with service messages including, without limitation, pre-recorded calls, notwithstanding any law, rule or regulation that would otherwise apply. Your enrollment in the Services may include access to mobile text messaging related services and alerts.

These Terms and Conditions shall be governed by and interpreted 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 in the High Court of the Republic of South Sudan.

I/We, understand and accept the provisions and the Terms and Conditions contained in this Agreement

SIGN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_