

PAYPULSE MOBILE APPLICATION TERMS AND CONDITIONS

1. Introduction

- 1.1. These Terms form a legally binding agreement between you and us, so please make sure that you understand all of them.
- 1.2. You agree that you will use the PayPulse App only in line with these Terms and any additional terms mentioned below that may apply, including any terms and conditions incorporated in these Terms by reference and Applicable Laws.
- 1.3. Any applicable Product Terms apply when using the PayPulse App. Where there is a conflict between these Terms and the applicable Product Terms, the latter will apply.
- 1.4. **Important clauses which may limit our responsibility or involve some risk for you, will be in bold. You must pay special attention to these clauses.**
- 1.5. The latest version of the Terms applies to you when you register for the PayPulse App and each time you use it. **It is your sole responsibility to determine whether the PayPulse App is suitable and adequate for your needs. You assume all risks associated with your use of the PayPulse App.**
- 1.6. **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT REGISTER FOR OR USE THE PAYPULSE APP.**

2. **Definitions** We have defined some words for consistence. These words will begin with a capital letter where indicated. Singular words include the plural and the other way around.

WORD

MEANING

Access Codes Any of your secret numbers, codes or pass phrases used to access our PayPulse App, including your personal identification number (**PIN**), biometric PIN equivalent, phone number, email address, password or user name

App Payments The payment or transfer functionality provided on the PayPulse App which allows you to

- make payments for goods and services at participating merchants;
- make payments for parking at participating parking garages;
- to send money to another PayPulse wallet or Standard Bank current account;
- request another PayPulse user to transfer money to you;
- split bills with another PayPulse user; or
- any other payment or transfer functionality we make available on the PayPulse App from time to time.

Applicable Laws

Whenever updated:

- all national, regional, local and municipal legislation or subordinate legislation, ordinances, regulations or by-laws;
- policies, directives, rules or other instructions of any relevant regulatory authority;
- any instrument having the force of law;

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- the common law, judgment, order or decree,

all as connected with your and our obligations under these Terms

App Store Your Device's application store provided by Apple, Blackberry, Google or any other similar service provider, as is applicable to you, from which you download the PayPulse App

Bill A bill or invoice provided to you by a Merchant that you can choose to pay from within the PayPulse App

Blue Voucher The instant money service on the PayPulse App which allows you to instruct us to send an amount of money to a recipient through an electronic voucher, which the recipient can redeem for cash (Namibia Dollar value) at one of our ATMs.

Card The service we provide in terms of which you can:

- deposit cash at participating third parties and an equivalent amount to the Namibia Dollar amount of the cash deposited shall be stored electronically as PayPulse Credit in your Wallet; or
- withdraw cash at participating third parties whereby you redeem PayPulse Credit on your Wallet for an equivalent amount of Namibia Dollar

Customer Contact Centre The customer service contact centre established by us from time to time to receive, investigate and resolve customer queries and complaints, which can be contacted at

- Toll Free within the Namibian borders 92860 or +264-61-2942126 (internationally)
- cccqueries@standardbank.com.na
- 1 Chasie Street, Kleine Kuppe, Windhoek, Namibia

Deputy Group Administrator A Group Member of a particular Group Account, designated by the Group Administrator to assist with the administration of the Group Account.

Device The mobile device you use to access the PayPulse App such as a smartphone, tablet or similar technology

Fellow User Any person other than you that has a profile on the PayPulse App

FIA The Financial Intelligence Act, 2012, including subordinate legislation.

Funeral Plan The Liberty Life Namibia Limited (reg no. 2003/639) funeral plan for which you are a policyholder. The terms and conditions of the Funeral Plan are set out in **Annexure PP1** of these Terms.

Group Account An electronic portfolio on the PayPulse App into which more than one PayPulse App user can deposit funds to collectively save money for a common goal

Group Administrator A registered PayPulse App user that creates a Group Account and is responsible for its administration

Group Member Any registered PayPulse App user admitted to a Group Account

Intellectual Property All intellectual property, whether registered or not, including:

- trade names, logos, patents, inventions, goodwill, trademarks, know-how, designs, copyright;
- source codes, trade secrets, concepts, ideas, methods, specifications;
- Confidential Information;
- moral rights;
- all applications and rights to apply for protection of any of the above worldwide

Intellectual Property Rights All rights in and to Intellectual Property

ISP An internet service provider, which is an organisation that provides access to the internet, including mobile network operators.

Jailbroken Device A Device that has been hacked to gain access to areas of the Device that users are prohibited from accessing/handling, usually to unlock the Device to install programs which cannot be installed on the Device or for use with another cellular network, or both.

Merchant A third-party vendor or service provider who has been approved by us to

- accept payment for Purchases;
- accept payment for Funeral Plan premiums;
- redeem Blue Vouchers;
- accept cash deposits or give cash withdrawals through the Cash In/Out service;

or accept any other payments through the PayPulse App

PayPulse App The PayPulse application for your Device through which you can Transact

PayPulse Credit The stored value held by you in the Wallet to use for Transactions

Personal Information Information about an identifiable, natural or juristic person, including but not limited to, information about race, gender, marital status, nationality, ethnic or social origin, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, location through your Device's GPS, biometric information and financial, criminal or employment history as well as correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence

Process or Processing Any operation or activity or any set of operations, whether or not by automatic means, including:

- collecting, receipt, recording;
- organising, collating, storing, merging, linking;
- updating, modifying, alteration, consultation;
- blocking, degradation, erasure; destruction;
- retrieval, testing, use, dissemination or distribution

Product Terms The terms and conditions and/or policy documents applicable to specific products or services that apply to your bank account, Card, or where applicable, Transactions.

Prohibited Activities

- illegal or terrorist activities;
- money laundering;
- any activities which are subject to Sanctions or do not comply with Applicable Laws

Profile The digital identity you create when you register for the PayPulse App and which is accessible using your Access Codes.

Purchase The purchase of goods or services from a Merchant

Sanctioned Entity

- any natural or juristic person or country;
- in the case of a juristic person, any person who (i) owns or controls it; or (ii) it owns or controls (and for these purposes, owns means holding any percentage of ownership or beneficial interest and controls means the ability, directly or indirectly and whether through the voting of shares, the appointment of directors or similar officers or through any other means, to control the business or policy of the juristic person);
- in the case of any country, its ministries, departments, agencies or any other governmental organisations,
- listed on any Sanctions List or who is subject to any Sanctions

Sanctioning Body	<p>One or a combination of the following entities</p> <ul style="list-style-type: none"> the Office of Foreign Assets Control of the Department of Treasury of the United States of America; the United Nations Security Council; the European Union; Her Majesty's Treasury; the French Ministry of Economy, Finance, and Industry; and any other sanctioning body recognised by us from time to time.
Sanctions	Any restrictions set by a Sanctioning Body, including but not limited to diplomatic, travel, trade or financial sanctions or embargoes
Sanctions List	Whenever updated, any list of Sanctioned Entities published by a Sanctioning Body
SB Group	Our affiliates, associates, subsidiaries and divisions together with our holding company and its affiliates, associates, subsidiaries and divisions.
Send Money Transfer	The transfer of money from one PayPulse account to another
SMS	Short Message Service
Split Bill	A functionality which allows you to split a Bill with Fellow Users by making part payment on the Bill and requesting the Fellow User/s to pay the remainder thereof
Terms	The terms and conditions for the PayPulse App as set out in this document
Top Up Purchases	The purchase of goods and services, including airtime and electricity, and any other goods and services offered by third-party service providers.
Transaction	<p>Any debit or credit on your Card or Wallet made using the PayPulse App, including but not limited to</p> <ul style="list-style-type: none"> payments for Purchases; payments for Bills; issuing Blue Vouchers; transfers of funds from your Card to your Wallet; transfer of funds from your Wallet to a Standard Bank current account; deposits of cash by you into your Wallet at any of our branches; deposits or withdrawals of cash by you into or from your Wallet through the Cash In/Out functionality; and PayPulse Send Money Transfers; or

- other products or operations that we action on your instruction or permit you to initiate in respect of your Card or Wallet from time to time.

The payment or transfer functionality provided on the PayPal App which allows you to

- make Purchases;
- make payments for parking at participating parking garages;
- to send money to another PayPal wallet or Standard Bank current account;
- pay premiums under a Funeral Plan

any other payment or transfer functionality we make available on the PayPal App from time to time. **Transact** has a similar meaning. **Transactions are subject to their respective Product Terms**, where applicable.

Wallet A digital wallet that contains any PayPal Credit, which wallet can be accessed from within the PayPal App.

Wallet to Account A feature which enables you to transfer funds from your Wallet to your Standard Bank current account

we, us, our , Standard Bank Standard Bank Namibia Limited (Registration number 78/01799) and its successors or assigns

you or your The person who registered for the PayPal App (and includes a Fellow User, where the context requires)

3. **Additional Terms** These Terms (the current version of which can be found on the Standard Bank Namibia website) apply together with the respective current version of the terms and conditions of the website, including the disclaimer and the privacy and security statement, and any other relevant terms, conditions and disclaimers that are incorporated by reference into these Terms.

4. Registration

- 4.1. You must register for the PayPal App by following the prompts displayed after you have downloaded the PayPal App onto your Device. During the registration process you will be asked to provide us with your Personal Information.
- 4.2. When you register you must create a Profile for the secure use of the PayPal App.
- 4.3. You can only have one PayPal App on a Device at a time, but you can download the PayPal App and login to your Profile using your Access Codes on as many Devices as you require.

5. Use of the PayPal App

- 5.1. You should only use the PayPal App on a Device for which it is intended, as allowed by the usage rules set out in your App Store's terms of service.
- 5.2. You may request the execution of a Transaction by us using the PayPal App in accordance with this Agreement.
- 5.3. You can only instruct us to Transact in line with the banking facilities available to you through your Card or within the limits imposed in respect of the Wallet. If you try to carry out a Transaction that will result in a negative cash balance in the Wallet, it will be declined.

- 5.4. You can link up to 3 (three) Cards to your Profile on the PayPulse App. Linking of Cards is done through biometric authentication and by linking a Card to your Profile you consent to your Personal Information being used for this purpose.
- 5.5. You can only use either the Card or the Wallet to fund a Transaction, not both.
- 5.6. We may set limits to how much PayPulse Credit may be transferred to the Wallet or to the balance that you may have in your Wallet at any time.
- 5.7. We may, at our sole discretion, introduce new PayPulse App services or other functionality or discontinue any existing PayPulse App services or other functionality from time to time and at any time without notice.

6. Fees and Costs

- 6.1. There is no fee to access the PayPulse App. We may in the future change this or charge other fees (or add features or functions for which fees may be payable) at any time, at our sole discretion.
- 6.2. We will only charge you the Transaction fees. Any transaction, service or convenience fee charged will be clearly displayed to you before you complete any Transaction. The fees for Transactions can also be viewed and downloaded and are updated annually on 1 January of each year.
- 6.3. Any charges related to your use of the Card within the PayPulse App must be sent to your Card provider.
- 6.4. **Standard data costs will be charged when you download the PayPulse App and thereafter when you Transact through the PayPulse App. These costs are charged by your ISP. Any questions related to your data costs must be directed to your ISP (Internet Service Provider).**
- 6.5. Where applicable, prices displayed on the PayPulse App are the prices that you must pay for Purchases. All prices will include value added tax.

7. Transacting through the PayPulse App

- 7.1. We will act on instructions that appear to have been sent by you.
- 7.2. We will treat your instructions to us in line with your Profile or your Wallet and the Transaction involved.
- 7.3. All Transactions are, where applicable, subject to:
 - 7.3.1. your Card terms and conditions;
 - 7.3.2. their Product Terms; and
 - 7.3.3. any Wallet terms and conditions that we let you know at the time.
- 7.4. Some functions on the PayPulse App are only available once we have undertaken a 'Know Your Customer' verification in terms of FIA. You can visit any of our branches to do the verification.
- 7.5. You must check that your Transaction information is correct, not only about the details of your Transaction but also the details of the Merchant. You must also check that you are using the correct payment method, in other words Card or Wallet (you need to specifically select the payment method within the PayPulse App).
- 7.6. Any Transaction completed on the PayPulse App can be reversed, subject to:
 - 7.6.1. in the case of money transferred, the money not having been used already to make payments and/or purchases; and
 - 7.6.2. in the case of a Blue Voucher, the voucher not having been redeemed.
- 7.7. In the case of services provided by third-party vendors, the relevant service charges cannot be reversed, once deducted by the third-party vendor.
- 7.8. You can cancel a Blue Voucher after it has been issued and before it has been redeemed by calling the Customer Contact Centre or, if you have an account with us, on internet banking.
- 7.9. We are not responsible for any loss you suffer if you enter the incorrect details for your Transaction. You agree any dispute in respect of a Transaction must be settled entirely between you and the applicable Merchant (or a Fellow User, in the case of a Send Money Transfer or a Split Bill request). It

is your responsibility to comply with any terms and conditions that a Merchant imposes on you in terms of a Transaction.

7.10. We will process your instruction to debit your Card or Wallet in real time.

7.11. You must never assume we have received your instruction until we have told you that we have. We are not responsible for any loss or damage you suffer because you repeated a Transaction and we repeated the debit.

7.12. You must take care to consider the implications of entering any Transaction, including the tax implications thereof.

8. Topping up your Wallet

8.1. You can top up your Wallet through any way we let you know about, including:

8.1.1. through the transfer of money from any Card linked to your Profile;

8.1.2. by depositing cash at participating third parties through the Cash In/Out function; or

8.1.3. through a Send Money Transfer received from a Fellow User.

8.2. **We may set daily or monthly limits as to how much PayPulse Credit you may have in your Wallet at any time.**

8.3. **You cannot use your Wallet to receive payment for goods or services in the ordinary course of business, or as payment for any Prohibited Activity. If we know or suspect that you are in breach of this we can immediately, in our sole discretion, close, restrict activity or suspend your access to your Wallet, the PayPulse App and any other product or service we provide you.**

9. Wallet

9.1. You will not earn interest on any PayPulse Credit in your Wallet.

9.2. Each time you pay for a Transaction using your Wallet, you request to use the Namibia Dollar equivalent amount of PayPulse Credit held in your Wallet and you hereby irrevocably authorise and direct us to debit your Wallet by that amount.

9.3. You can redeem the PayPulse Credit in your Wallet (less any fees due to us) at any time. Please contact the Customer Care Centre to do so.

9.4. The ownership of the PayPulse Credit in your Wallet is not in any way affected or impaired by any use of pooled float accounts established in our name.

9.5. The Wallet is not a savings account or other investment instrument. The PayPulse Credit in your Wallet does not constitute a deposit within the meaning of the Banking Institution Act, 1998 and is not subject to any deposit protection.

9.6. We will not send you any correspondence or statements for the Transactions. You will however be able to view your PayPulse Credit balance at any time through the PayPulse App. You may also at any point in time request us to provide you in writing with your PayPulse Credit balance and a statement of transactions for the previous 30 days. Please contact the Customer Care Centre to do so.

10. Wallet to Account

10.1. The transfer of funds with the Wallet to Account can be actioned by way of a mobile number linked to the Standard Bank account (if you are registered for USSD) or directly to the account number.

10.2. The Wallet to Account is restricted to Standard Bank accounts.

10.3. The maximum funds transferable with Wallet to Account is N\$ 5000 (five thousand Namibia dollars) per day and N\$ 20 000 (twenty thousand Namibia dollars) per month.

11. Group Account

11.1. Opening Group Accounts

11.1.1. Only Group Members added or approved by the Group Administrator may participate in the Group Account.

11.1.2. At least 2 (two) Group Members are required to open a Group Account.

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- 11.1.3. Any Namibian resident older than 16 years with a valid identity document and a PayPal Account may be a Group Member.
- 11.1.4. No minimum payment is required to open a Group Account.
- 11.1.5. Group Accounts shall not have more than 37 (thirty seven) Group Members, which includes the creator of the Group Account, and no more than 3 (three) Deputy Group Administrators.

11.2. Deposits into a Group Account

- 11.2.1. Any Group Member may make payments to the Group Account on the PayPal App.
- 11.2.2. By making deposits into a Group Account, you agree to adhere to any conditions imposed or instructions given by the Group Administrator for the Group Account.
- 11.2.3. Deposits into a Group Account may not exceed N\$ 240 000 (two hundred and forty thousand Namibia dollars) per year.
- 11.2.4. Group Members may make reoccurring monthly contributions or ad hoc contributions.

11.3. Withdrawals from Group Accounts

- 11.3.1. Withdrawals may only be initiated by a Deputy Group Administrator and authorised by the Group Administrator.
- 11.3.2. Withdrawals from a Group Account may not exceed N\$ 5000 (five thousand Namibia dollars) in total per day and N\$ 25 000 (twenty five thousand Namibia dollars) per month

11.4. Interest

- 11.4.1. No interest shall accrue or be paid on the balance in a Group Account.

11.5. Disputes regarding a Group Account

- 11.5.1. The Group Administrator has the right to remove any Group Member at any time without any intimation or reason.
- 11.5.2. In the event of any dispute among the Group Members regarding a Group Account, we reserve the right to:
 - 11.5.2.1. restrict activity on the Group Account until all the Group Members have confirmed in writing that the dispute has been resolved; and/or
 - 11.5.2.2. close the Group Account and refund the balance of the amount on the Group Account to each Group Member in proportion to their contributions.

12. Request Money

- 12.1. You can either create a request for money or view requests for money on your PayPal App.
- 12.2. Requests can be sent to PayPal users as well as non-users.
- 12.3. Non-PayPal users would need to create a Profile on the PayPal App in order to transfer funds to the PayPal user.
- 12.4. To create a request for money, insert the user's mobile number and the amount being requested.
- 12.5. The user will receive a message in the PayPal App as well as a text message on their mobile number.
- 12.6. Money can be sent either from a Card or the Wallet.
- 12.7. Once a user transfers the funds on the PayPal App, the Wallet will be credited with the value of the funds sent, with no deductions thereon.

13. Pay-By-Link

- 13.1. You can create payment requests which will be sent in the form of a link, on various channels.
- 13.2. The recipient of the link will click on the link and be redirected to the PayPal App. A recipient who is not a Fellow User will be required to create a Profile to effect payment. Alternatively, the non-PayPal

user can open the link in a web browser, to access the PayPal website, where payment can be effected using their debit card.

13.3. Merchants will also be able to make payment requests using this functionality.

14. Split Bill Request

14.1. You can either create a Split Bill request or view Split Bill requests on your PayPal App.

14.2. To create a Split Bill request, insert the mobile number of the Fellow User with whom the Bill payment is being split, as well as the reason for the Bill payment and the amount to be split.

14.3. Split Bill is limited to 10 (ten) users.

14.4. Users will make payment to the designated user, responsible for payment in full to the relevant Merchant.

15. Dormant Profiles

15.1. Your Profile and its associated Wallet will become dormant and subject to termination if you have not initiated any Transactions on your Profile or otherwise used your Profile for a consecutive period of 6 (six) months. We will notify you by SMS 30 (thirty) days prior to your Profile becoming dormant.

15.2. You will not be able to transact on a dormant Profile without proof of your identity, and such Profile will be subject to reactivation+

16. Warranties by you

16.1. You represent and warrant that:

16.1.1. you are authorised to accept these Terms;

16.1.2. you have full contractual capacity and no court has declared you mentally unfit;

16.1.3. you are not, and will not be, a Sanctioned Entity;

16.1.4. you are not being investigated for any activities relating to Sanctions;

16.1.5. you are not, and will not be, located in any country that is the subject of a United States of America (US) Government embargo or that has been designated by the US Government as a "terrorist supporting" country;

16.1.6. you are not listed on any US Government list of prohibited or restricted parties;

16.1.7. you have been informed in clause 28 below that you can refer any questions that you may have to us;

16.1.8. you have given us the correct information;

16.1.9. you have read and understand these Terms before registering for the PayPal App; and

16.1.10. you have read and understand the our Privacy Policy.

17. PayPal App Security

17.1. You must always look after your Access Codes and keep them secret and safe to prevent other persons from using them. If you do not, you give up any claim you may have against us for any loss or damage you may suffer.

17.2. After your Access Codes have been entered, we will assume that any Transaction is genuine. Even if someone else used your Access Codes, we may process a Transaction as if you authorised it.

17.3. Daily payment limits have been set by us and they cannot be changed by you. The daily payment limits can be requested from the Customer Care Centre

17.4. You must make sure that you log out of the PayPal App when you have finished using it to prevent anyone else from using it. We will also apply an automated time-out if the PayPal App has not been used within a specified period after you logged in.

17.5. If your Device is lost or stolen, or is no longer in your possession, you must immediately log in to the PayPal App through an alternate capable device, and de-authorise your Device. If you cannot immediately de-authorise your Device, then you must call our Customer Contact Centre to tell us that

your Device is no longer in your ownership or possession. We will not be liable for any losses resulting from your failure to de-authorise your Device or your failure to tell us that your Device is no longer in your possession.

- 17.6. We are committed to providing safe online services. All uses of the PayPulse App and Transactions through it are protected by encryption at international standards, save where you use a Device which is Jailbroken. The Personal Information you send through the PayPulse App is encrypted. Our computers are protected by systems that guard against intruders. Only our authorised employees or agents have access to information on these computers. We have also used independent security experts to test our system security and advise us about improvements to it.
- 17.7. We will never ask you to click on a link sent via email or SMS. Please immediately report any phishing or other suspicious approaches to us.
- 17.8. We will never ask you for any information pertaining to your Card (including the Card details, OTPs, CVV number or expiry date) by way of email or SMS or telephone call.
- 17.9. Payment links may be sent to you by SMS, but these would display the name of the person requesting payment and should be ignored if unsolicited.
- 17.10. You acknowledge that you may not access the PayPulse App from any Jailbroken Device. We will not be responsible for any losses incurred as a result of your use of any Jailbroken Device. You indemnify us against any losses incurred and claims instituted against yourself, us, or any third party as a result of you: (a) downloading the PayPulse App from any Jailbroken Device, (b) using the PayPulse App on any Jailbroken Device, and/or (c) distributing the PayPulse App to any Jailbroken Device. We will not be responsible for the security of your Profile, Wallet, Personal Information or other data which you may provide on the PayPulse App should you access the PayPulse App from a Jailbroken Device.

18. Software and Hardware

- 18.1. You must use a Device that is suitable for the PayPulse App and you must make sure you have the latest updates. You should only use the latest version of the PayPulse App. The App Store will notify you of any updates that are available to you. If you do not, the PayPulse App may not work properly. If you do not install the latest version, the PayPulse App may not work correctly and this could increase your security risks or data flaws, for which we will not be liable under any circumstances.
- 18.2. If we offer software to you on or through the PayPulse App, any licence agreement is between you and the software's licensor. You indemnify us against any breach of such software licence.
- 18.3. We do not expressly or implicitly warrant:
 - 18.3.1. the licensor's ownership of software provided on the PayPulse App;
 - 18.3.2. rights of use of any licensor; or
 - 18.3.3. that any software is suitable for its purpose.

19. Right of the App Store

You acknowledge and agree that:

- 19.1. these Terms are entered into between you and us. Since the PayPulse App is made available through the App Store, the App Store is a third party under these Terms and will also have the right to enforce these Terms against you;
- 19.2. to the maximum extent allowed by law, the App Store does not give or enter into any warranty, condition or other term in relation to the PayPulse App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the PayPulse App or as a result of you or anyone else using the PayPulse App or relying on any of its content;
- 19.3. any claims relating to the licence to the PayPulse App, possession or use of the PayPulse App are between you and us (and not between you, or anyone else, and the App Store), including but not limited to, product liability claims, any claim that the PayPulse App fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and
- 19.4. if any claim by a third party that your possession or use (in line with these Terms) of the PayPulse App infringes any Intellectual Property Rights, the App Store will not be liable to you in relation to that claim.

20. Disclaimer

- 20.1. Your use of the PayPulse App is dependent on factors beyond our control, such as your network's coverage or availability, your ISP's availability or your Device's capability and capacity. We are not

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liable for any loss or damages you may suffer if a factor beyond our control arises and you cannot access the PayPulse App.

20.2. You use the PayPulse App at your own risk. Neither we nor the Merchant accept liability for any delays that may be caused by circumstances beyond our and/or the Merchant's control. Neither we nor the Merchant and our employees, consultants, agents or any affiliated person may be held liable for any loss or damages related to your use of the PayPulse App or any Intellectual Property flowing from its use no matter how they are caused. This includes, without limitation, any direct, indirect, special, incidental, or consequential damages in terms of contract, delict (breach of a duty of care) or law. We are not responsible for any loss or damages where:

- 20.2.1. where someone finds out or someone else other than you knows your Access Codes;
- 20.2.2. if you or a Fellow User lose, accidentally disclose or do not keep any PayPulse App information, including the Access Codes, secret and safe;
- 20.2.3. if the funds in your Wallet or Card are accessed by a third party through the PayPulse App;
- 20.2.4. if you or a Fellow User do not give us the correct information for a Transaction;
- 20.2.5. where any technical or other problem (interruption, malfunction, downtime or other failure) affects the PayPulse App, our banking system, a third-party system or any part of any database for any reason or any equipment, electronic data terminal, ATM, network or other system;
- 20.2.6. where any Personal Information or other data is directly or indirectly lost, used, misused or damaged because of technical problems, power failures, unlawful acts (such as data theft), any harmful computer program or virus, or your own negligence;
- 20.2.7. where any failure or problem affects goods or services provided by any other party for example any telecommunication service provider, ISP, electricity supplier, local or other authority; or
- 20.2.8. any event that we have no control over such as (without limitation) uncontrollable natural forces, strikes or labour disputes, riots, civil commotion or unrest, any type of restriction imposed (or action taken) by a Sanctioning Body, or a governmental or statutory authority or any other third party.

20.3. You indemnify the SB Group for all loss or damage (direct, indirect and consequential) that the SB Group or any other person may suffer because

- 20.3.1. of your use of the PayPulse App;
- 20.3.2. you did not fulfil your obligations under these Terms;
- 20.3.3. funds are seized or withheld by any Sanctioning Body or any other third party (including by us);
- 20.3.4. you have not paid costs or fees;
- 20.3.5. you gave us wrong instructions or information;
- 20.3.6. of the actions of a Group Administrator or Deputy Group Administrator of any Group Account of which you are a member;
- 20.3.7. you do not have enough money in your Wallet or Card for a payment; or
- 20.3.8. someone carried out an instruction or made a payment without your permission or on your behalf.

21. Data Protection

21.1. You consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes, as well as the purposes set out below.

21.2. If you give us Personal Information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal officers, executive officers, trustees and beneficiaries), you confirm that you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.

21.3. You consent to us Processing your Personal Information within the SB Group:

Standard Bank is a licensed financial services provider in terms of the Financial Advisory and Intermediary Services Act and a registered credit provider in terms of the National Credit Act, registration number NCRCP15

- 21.3.1. to open, administer and operate your Profile, Wallet and PayPulse App and to provide you with full functionality of the Wallet where applicable;
 - 21.3.2. to provide products and services to you which are linked to your Profile, Wallet and PayPulse App and any other products and services for which you may apply;
 - 21.3.3. to register you for the PayPulse App and provide you with Access Codes;
 - 21.3.4. to provide information to any third party who works with us to provide the PayPulse App or any services available on the PayPulse App;
 - 21.3.5. watch and analyse activities on your Profile for risks like fraud and non-compliance (not following certain laws or regulations), any other criminal activity (including money laundering and terrorism financing);
 - 21.3.6. to analyse information to identify possible markets and trends, and develop new products and services;
 - 21.3.7. to comply with any Applicable Laws;
 - 21.3.8. to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services);
 - 21.3.9. in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies;
 - 21.3.10. by sharing your Personal Information with any Merchant with whom you Transact, any regulatory authority, other financial institutions or other entities aimed at preventing or combatting fraud and other Prohibited Activities;
 - 21.3.11. by sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services.
- 21.4. You will find our Processing practices in the SB Group's and our privacy statements. These statements are available on www.standardbank.com.na or on request.
- 21.5. If you are unsure about your tax or legal position because your Personal Information is Processed in countries other than where you live, you should get independent advice.
22. **Marketing by Post, E-Mail or SMS** If you give us permission, we may use your personal or other information to tell you about products, services and special offers from us or other companies that may interest you. We will do this by post, email or text message. If you later decide that you do not want us to do this, you can contact us and we will stop doing so.

23. Intellectual Property

- 23.1. Subject to any Intellectual Property Rights held by Merchants or any other third parties, we keep all Intellectual Property and Intellectual Property Rights in and to the PayPulse App, all content (including, all proprietary information, trade marks and copyright in any logos and other devices or storage media) in or sent to, through and from the PayPulse App save where otherwise indicated in writing by us.
- 23.2. We grant you a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the PayPulse App, which may include updates and/or upgrades, only for purposes outlined in these Terms and for no other purposes. You will be asked to accept any additional terms through the PayPulse App when they apply to you. The PayPulse App is licenced to you only and you will not grant any rights of use or any other rights in respect of the PayPulse App or any Intellectual Property Rights in it to any other person.
- 23.3. The licence granted to you will start when you install the PayPulse App and will continue until it is terminated in line with these Terms, which will result in the cancellation of your access to the PayPulse App. On termination of the licence granted in these Terms, for any reason, you must immediately stop all use of the PayPulse App.
- 23.4. You may not in any manner exploit the PayPulse App for any commercial gain of any nature.

23.5. Certain content available on the PayPulse App may include content that belongs to third parties. We may provide links to third-party websites, such as the Merchants, as a convenience to you. You agree that we are not liable for any of the following:

- 23.5.1. the content or the accuracy of any such content belonging to third parties, including, but not limited to any Merchants, featured on the PayPulse App;
- 23.5.2. any content featured on the third party websites that are accessed through the links found on the PayPulse App;
- 23.5.3. You may not copy, republish, distribute, adapt, modify, alter, de-compile, reverse engineer, or attempt to derive the source code of or create a derivative of works or, otherwise attempt to reproduce the PayPulse App, its contents, including any Intellectual Property therein, its design, any updates to the PayPulse App and/or any proprietary features in relation to it, or any parts of it. This prohibition extends to any and all content belonging to third parties that is found on the PayPulse App and/or any content featured on the third-party websites which are accessed through links that are found on the PayPulse App. You may not sub-licence such third-party content, including Intellectual Property Rights associated with it.

23.6. You acknowledge that you:

- 23.6.1. will in no way represent that you have any rights of any nature in any current and future Intellectual Property belonging to us and/or any third parties featured on the PayPulse App;
- 23.6.2. will not use our and/or any third party that is featured on the PayPulse App's current and future Intellectual Property in any manner whatsoever or any other Intellectual Property which is identical, similar and/or confusingly similar thereto in any country;
- 23.6.3. will not apply for or obtain registration of our and/or any third party that is featured on the PayPulse App's current and future Intellectual Property or any other Intellectual Property which may be confusingly similar thereto in any country;
- 23.6.4. will not challenge our and/or any third party that is featured on the PayPulse App's rights to its current and future Intellectual Property in any country;
- 23.6.5. will not do, or omit to do, or cause to be done any act or thing which would be expected to weaken, damage, be detrimental to or in any way impair or tend to impair our and/or any third party that is featured on the PayPulse App's current and future Intellectual Property or the reputation and goodwill associated therewith or us and/or any third-party featured on the PayPulse App, or which would be expected to jeopardise or invalidate any registration of our and/or any third party that is featured on the PayPulse App's current and future Intellectual Property; and
- 23.6.6. will not use, register or attempt to register as trade names, corporate names, business names, logos, domain names, meta-tags, meta descriptors, electronic mail (e-mail) addresses, server names, or search-engine markers anything that is identical to, contained in whole or in part, or is otherwise confusingly similar to our and/or any third party that is featured on the PayPulse App's current and future Intellectual Property in any country.

23.7. You may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the PayPulse App without our prior written consent.

23.8. You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as a result of any third-party claims initiated and/or instituted against us relating to your unauthorised use of the PayPulse App, the content thereon and/or any other Intellectual Property and Intellectual Property Rights flowing from the foregoing.

23.9. Any breach of the terms under this clause 22 entitles us, in addition to our normal common law remedies, to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to us on an attorney and own client scale.

24. Sanctions

24.1. You must not:

- 24.1.1. use the PayPulse App to finance any Sanctioned Entity, whether directly or indirectly;
- 24.1.2. make the proceeds of the PayPulse App available to any person who may use or intends to use the proceeds to finance a Sanctioned Entity's activities;

- 24.1.3. act in a way that benefits a Sanctioned Entity;
- 24.1.4. be involved in any Prohibited Activities; or
- 24.1.5. use any product or service provided by the SB Group for any Prohibited Activities.
- 24.1.6. You must let us know immediately in writing if you are being investigated for any activities relating to Sanctions.

24.2. We grant you a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the PayPulse App, which may include updates and/or upgrades, only for purposes outlined in these Terms and for no other purposes. You will be asked to accept any additional terms through the PayPulse App when they apply to you. The PayPulse App is licenced to you only and you will not grant any rights of use or any other rights in respect of the PayPulse App or any Intellectual Property Rights in it to any other person.

24.3. You indemnify the SB Group against (you are responsible for) any fines, penalties, losses, damages, costs, actions, proceedings, claims or demands (Losses) which the SB Group may suffer because:

- 24.3.1. any funds are seized or withheld by any Sanctioning Body or any other third party (including by us); or
- 24.3.2. you breach this clause 24.

24.4. If we know or suspect that you are in breach of this clause 24 or you are about to become subject to Sanctions, we can immediately, in our sole discretion:

- 24.4.1. close, restrict activity or suspend access to the PayPulse App and any other product or service we provide you; and/or
- 24.4.2. cancel these Terms and/or any other relationship which we have with you.

24.5. We are not responsible to you for any Losses you suffer if we cancel these Terms or any other relationship which we have with you.

25. Closure

25.1. The agreement between you and us may be terminated:

- 25.1.1. by you, at any time, by deleting your Profile; or
- 25.1.2. by us, without notice to you:
 - 25.1.2.1. to comply with any Applicable Law or legal or regulatory requirement;
 - 25.1.2.2. if you go against these Terms and do not remedy it within 5 days after we have asked you to do so. We may still take other steps available to us, including stopping your use of the PayPulse App for a period or applying to a court for an urgent interdict against you;
 - 25.1.2.3. if we suspect that your Profile or Wallet has been used fraudulently, negligently, unlawfully, for money laundering activities, or the financing of terrorist and related activities;
 - 25.1.2.4. if we have a reasonable suspicion that you have engaged in any activity or conduct which would violate any applicable anti-bribery or anti-corruption or anti-money laundering laws or regulations;
 - 25.1.2.5. if we are notified that You are a Sanctioned Entity;
 - 25.1.2.6. if you no longer meet the criteria for the PayPulse App for any reason; or
 - 25.1.2.7. if we no longer provide the PayPulse App to customers.

25.2. If we no longer provide the PayPulse App to customers and the law allows us, you have the right to receive payment of all the PayPulse Credit in your Wallet from us. We will let you know at the time what you have to do to get such payment.

25.3. On termination of your registration on the PayPulse App, for any reason, all rights granted to you in respect of the PayPulse App will cease immediately.

26. General

- 26.1. These Terms take effect when you register your Account on the PayPulse App.
- 26.2. We may change these Terms any time. The latest version of the Terms applies to you each time you use the PayPulse App.
- 26.3. The invalidity, illegality, or unenforceability of any of the clauses in these Terms will not affect the validity, legality, and enforceability of the remaining clauses of these Terms.
- 26.4. We may terminate the PayPulse App any time, without notice. In termination of your registration to the PayPulse App, all rights granted to you in respect of the PayPulse App will cease immediately.
- 26.5. Namibian law will govern these Terms regarding your use of the PayPulse App.
- 26.6. Any applicable Product Terms apply when using the PayPulse App, and the laws of the jurisdiction from or in which those products or services are provided to you apply accordingly. Where there is a conflict between these Terms and the Product Terms, these Terms will apply.

27. Notices

- 27.1. We choose the registered address on our website at www.standardbank.com.na as the address where any legal document or notice must be served or delivered to us.
- 27.2. We will send any legal documents or notices to you at the address we have for you on our records.
- 27.3. We may send any other written communication to your street, postal or email address, or through the PayPulse App message system.
- 27.4. Any legal document or notice to be served in legal proceedings must be written on paper.

28. Customer Contact Information

- 28.1. If you have any questions about the PayPulse App or these Terms you can call our Customer Contact Centre on 92860 or email us at CustomerComplaints@standardbank.com.na.
- 28.2. If you have any questions about a product or service, you must call the Merchant directly.
 - 28.2.1. Please address complaints CustomerComplaints@standardbank.com.na or 1 Chasie Street, Kleine Kuppe, Windhoek, Namibia We will provide an acknowledgement and initial response to your complaint in writing within 5 business days unless we reasonably expect to be able to provide a full response in writing within 10 business days.
- 28.3. Top Up Purchases are subject to the terms and conditions of the third-party service provider (in other words, any provider of services other than us). Any queries about your Prepaid Purchase must be referred directly to your service provider. We will not be liable for any losses suffered as a result of the negligence, actions or omissions by your service provider.

29. PayPulse Fees

PAYPULSE FEES - WALLET TRANSACTIONS

	2023	2024
BoxOffice	N\$2.50	N\$2.50
DStv	N\$2.50	N\$2.50
Gotv	N\$2.50	N\$2.50
MTC Invoice	N\$2.50	N\$2.50
NamWater	N\$2.50	N\$2.50
Nimble	N\$2.50	N\$2.50
Olusheno	N\$2.50	N\$2.50
Liberty	N\$2.50	N\$2.50
BIPA	N\$2.50	N\$2.50
Rates & Taxes	N\$2.50	N\$2.50
Telecom Fixed Line	N\$2.50	N\$2.50
tnMobile Postpaid	N\$2.50	N\$2.50
Fuel Payment	N\$3.50	N\$3.50
Prepaid Airtime	Free	N\$2.50
PrePaid Electricity & Water	Free	Free
MTC Data	Free	N\$2.50
MTC Aweh Packages	Free	N\$2.50
Parking Payment	Free	Free
Merchant Payment	Free	Free
Send Money	Free	Free
Bluevoucher	See chart below	See chart below
WiCode Cash out	See chart below	See chart below

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PAYPULSE FEES - CARD TRANSACTIONS

	2023	2024
BoxOffice	N\$5.00	N\$5.00
DStv	N\$5.00	N\$5.00
Gotv	N\$5.00	N\$5.00
MTC Invoice	N\$5.00	N\$5.00
NamWater	N\$5.00	N\$5.00
Nimble	N\$5.00	N\$5.00
Olusheno	N\$5.00	N\$5.00
Liberty	N\$5.00	N\$5.00
Bipa	N\$5.00	N\$5.00
Rates & Taxes	N\$5.00	N\$5.00
Telecom Fixed Line	N\$5.00	N\$5.00
tnMobile Postpaid	N\$5.00	N\$5.00
Fuel Payment	N\$3.50	N\$3.50
Prepaid Airtime	Free	N\$2.50
PrePaid Electricity & Water	Free	Free
MTC Data	Free	N\$2.50
MTC Aweh Packages	Free	N\$2.50
Parking Payment	Free	Free
Merchant Payment	Free	Free
Top Up Wallet	Free	Free
Send Money	Free	Free
Send Voucher	See chart below	See chart below
WiCode Cash out	See chart below	See chart below

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STANDARD BANK FUNERAL PLAN - PAYPULSE EXCLUSIVE

1. **Plan Description**

This Plan provides a lump sum benefit on death of the Insured Person to aid in covering funeral related expenses to registered Standard Bank PayPulse accountholders. The Benefit is taken on a voluntary basis and covers the Policyholder only.

2. **Insurer**

The Insurer is Liberty Life Namibia Limited, a registered Financial Services Provider that underwrites the Funeral Benefit.

3. **Standard Bank Namibia**

Standard Bank Namibia Limited (the "Bank"), a limited liability company incorporated in the Republic of Namibia.

4. **Insured Person / Policyholder**

The Insured Person shall be the PayPulse accountholder who is the Policyholder eligible for cover under the Funeral Plan. This is also the person in whose name the Policy is issued and who:

- is at least eighteen (18) years of age and
- no more than sixty-five (65) years of age at the Commencement Date and
- the person responsible for paying the Premium.

The Insured Person will be allocated a mobile number to a specified Pay Pulse Account. In the event that this mobile number changes, a new PayPulse account needs to be set up with this new mobile number. The cover will start afresh upon a new Pulse account being established. All the terms and conditions hereto, will apply to the new account, including but not limited to the applicable waiting periods.

5. **Policy**

The Application form, the Terms and Conditions and any annexures or amendments will constitute the Policy.

6. **Maximum Cover for Insured Person**

One Policy per PayPulse accountholder will be allowed.

7. **Cover**

The Cover is the Insured Person's entitlement to a Benefit on the happening of the Insured Event. Cover will be provided on death of the Insured Person according to the benefit amount indicated on the Schedule.

8. **Cover Commencement Date**

Cover under the Funeral Plan will commence on the date in which the premium is received by the Bank via PayPulse, and on receipt of the completed Application forms and any other substantiating documentation. Cover for the Accidental Death Benefit will commence on receipt, by the Bank, from the Insured Person of a fully completed Application form and supporting documents.

9. **Maximum Entry Age**

A Maximum Entry Age for the Insured Person shall be sixty-five (65) years at the Commencement Date of the Policy.

10. **Schedule**

Shall mean the Schedule detailing the Policy specific details which forms part of this Plan.

11. **Waiting Period**

This is the period between the Cover Commencement Date and the first date on which a Claim may be honoured by the Insurer.

No Benefit will be paid should the death occur within six (6) months of the Cover Commencement Date. No Waiting Period is applicable for death due to accidental causes.

Where death is as a result of an accident then the Benefit will be paid from the Commencement Date and the Premium will be recovered from the Benefit if the first Premium has not been paid. All other Death Benefit Claims (except suicide within the first twentyfour (24) months from the Commencement Date) will be paid subject to a six (6) month Waiting Period and provided at least six (6) months of Premiums have been paid over a six (6) month period.

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A 6-month waiting period will also apply should more than three (3) premiums be missed, and the policy is then re-instated.

12. Continuation of Cover

In the event of the Insured Person changing to a different PayPulse wallet, cover will continue and no waiting periods will apply, subject to the necessary risk assessments being conducted in respect to the change, including fraud risk.

13. Beneficiary

In the event of the Insured Person's death, the Benefit will be paid to:

- Only to the Beneficiary as nominated/selected on the Application or Amendment form.
- If no Beneficiary is nominated, the Spouse will be paid the Funeral Benefit.
- If there is no Spouse on record, the Benefit will be paid to an Insured Person who qualifies as the closest relative on the Funeral Plan.
- If claimed by another person, to such a person, subject to satisfactory proof of relationship with the deceased Insured Person.

14. Benefit

The Benefit is the lump sum amount that will be paid on the happening of the Insured Event being the death of the Insured Person only. The Benefit is payable only when:

- the claim is valid;
- the exclusions in clause 26 are not applicable;
- the premium is paid; • there is no fraud or misrepresentation;
- the waiting periods have been observed; and • the requirements of the Policy are met insofar as the payment of the Benefit is concerned.

The Benefit shall be payable to the nominated Beneficiary.

15. Insured Event

The Insured Event is the death or Accidental Death of the Insured Person.

16. Accidental Death

Accidental Death is death from an accident that caused injury from a sudden and unexpected event taking place without foresight, expectation and not according to the usual course of events. (an example would be death as a result of motor vehicle accident)

17. Natural Death

Natural Death is death from a natural cause according to the usual course of events rather than from an accident (an example would be death as a result of an age or illness).

18. Premiums

Premiums are payable monthly before the end of the month. The Bank will pay Premium directly from the Insured Person's Pay Pulse account based on the standing order instruction, on the date selected on the Application form.

19. Outstanding Premiums

If there are Outstanding Premiums when a Benefit is due, Liberty will deduct the arrears from the Benefit payable.

20. Grace Periods

In the event that two (2) consecutive months of Premiums not being paid on its due date, Liberty will without charge maintain the Policy in force for the full value of the benefits for a period of 30 days from the due date of the unpaid premiums (grace period). Should the premium not be paid within the grace period, Liberty will notify the Policyholder in writing that the premium is overdue and that the policy is due to lapse upon the expiry of such period.

Where the Plan has been reinstated and all arrear premiums have been paid within the grace period, Cover will continue without any additional Waiting Periods being imposed.

21. Premium Rate Review

Premium rates are guaranteed for a period of twelve (12) months and thereafter will be renewed annually. The Insured Person will be notified in accordance with the amendment clause 34 below.

The Policyholder will receive an advance 30-day notification of any changes to the premium with the option to cancel this Policy in terms of clause 28, should the premium review not meet the needs of the Policyholder.

22. Sum Assured

The Sum Assured will be in accordance with the Plan and Benefits opted for on the Application form.

23. Benefits Non-Assignable

The Benefits under this Agreement cannot be ceded, pledged or assigned in any way.

24. Evidence of Health

No medical evidence is required to be eligible for the Funeral Plan.

25. Claims

Claims shall mean an entitlement by the nominated Beneficiary to receive the Benefit due to the happening of an Insured Event. Valid Claims will be paid within forty-eight (48) hours of receipt and verification of all the necessary supporting documentation.

Please ensure that the following documentation is presented at the time of Claim in order to speed up the Claims process:

- Fully completed and signed Claim form;
- Certified copy of the death certificate;
- Certified copy of the burial order or medical certificate for cause of death;
- Certified copy of the identity of the Claimant.
- In the event of Accidental Death, a police report.

The Insurer reserves the right to call for any additional information reasonably necessary in order to assess and verify the Claim. All reasonable costs associated with the obtaining and submission of the supporting documents as listed in Clause 23 above, will be borne by the Beneficiary. The onus of proving any Claim rests on the Beneficiary.

26. Notification Period

A Claim must be submitted within six (6) months of the date of death of the Insured Person or any other Insured Person. The Insurer reserves the right to reject a Claim that is not submitted within the Notification Period.

27. Document Submission Period

Following notification of the claim, all relevant documentation pertaining to a Claim must be submitted within twelve (12) months from the date of the Liberty is notified of the death of the Insured Person. The Insurer reserves the right to reject a Claim whereby the relevant documentation is not submitted within twelve (12) months.

28. Upgrade and Downgrade of Benefit

No upgrades or downgrades will be allowed on this Plan. This means that the selected benefit cannot be changed to a larger amount for example a higher funeral cover or a lower amount. The benefit amount remains fixed as indicated in the Schedule.

29. Exclusions

The Insurer will not be liable for any Claim arising whether directly or indirectly as a result of:

- Invasion, act of foreign enemy within the territory of Namibia, or war;
- Hostilities (whether war is declared or not);
- Involvement in criminal activity;
- Suicide within the first twenty-four (24) months following the Commencement Date;
- The effects of radioactivity or nuclear explosion;
- Accidental Death as a result of riot, private flying, hazardous sports or any illegal acts where the deceased was directly involved.
- Non-compliance to medical treatment.

30. Termination of Cover

No Benefits will be paid from Claims occurring after the grace periods have been served and the Plan has lapsed in terms of clause 17 above. The Insurer may terminate an Insured Person's Cover without

notice if the Insured Person does not comply with the Terms and Conditions of the Funeral Plan. An Insured Person may, at any time, terminate the Cover of any of the other Insured Persons included in the Funeral Plan.

An Insured Person's Funeral Cover will end on the earliest of:

- the end of the grace period, which will be 30 days from the due date of the unpaid premium, or
- the last day of the month in which the Insured Person elects to terminate the Policy; or
- on death of the Insured Person.

31. Cancellation

The Insurer may in circumstances of misconduct on the part of the policyholder which may be categorised as fraudulent, misrepresentative or unlawful, cancel this Policy at any time by giving one (1) calendar months' notice in writing to the last known contact details. No new Insured Person may be added after the notice of cancellation has been delivered. No refund of Premiums whether pro-rata or otherwise will be given on cancellation of this Policy. The Insured Person may cancel the Policy at any time by giving one (1) calendar months' notice to the Insurer. The laws of Namibia whose courts shall have jurisdiction in any dispute arising hereunder, will govern this Policy. The Benefits payable and the Premium rates under this Policy may be changed if any legislation is changed. If these changes are made, the Insured Person will be notified in writing.

32. Territorial Limits

The Insured Person will be covered while domiciled in the country where the Policy was issued. The Insured will also be covered outside the domicile country for a maximum period of twelve (12) months, provided Premiums are continued to be paid. Should the Insured be outside the domicile country for longer than twelve (12) months, the Policy will lapse. Written permission may be sent to the Insurer to request an extension of stay outside the domicile country. Should the Insured return to the domicile country and subsequently leave before thirty (30) days have expired then this will not constitute a return to the domicile country.

33. Surrender values

No surrender values are payable under this Policy.

34. Fraud

All Benefits under this Policy will be forfeited if a Claim is fraudulent in any respect or intentionally exaggerated. Liberty reserves the right to cancel this Policy with immediate effect and all Premiums paid hereunder will be forfeited.

35. Anti-Money Laundering and Combatting the Financing of Terrorism Regulations

All source of funds and KYC requirements shall be captured and checked (with proof) in terms of the Namibia Anti-Money Laundering and Combatting the Financing of Terrorism Legislation.

36. Foreign Account Tax Compliance Act (FATCA)

In terms of FACTA, the Insurer reserves the right to confirm and collect the Life Assured(s)'s personal information and report these on to the relevant authorities. The Life Assured consents to the information being shared for this purpose.

37. Amendment

The Insured Person may, at any time, by form of written notification to the Insurer amend the Insured Persons subject to eligibility.

38. Currency

Premiums and Benefits are expressed and payable in the legal monetary tender of Namibia.

39. Agreement

The Application form, the Terms and Conditions and any amendments thereto constitute the sole Agreement between the parties. No contrary representation or agreement shall be of any force unless reduced to writing and signed by both parties.

40. Claims, Queries / Complaints Claims:

To Claim a Benefit on your Policy, please contact Liberty Life Namibia.

Queries / Complaints: Discuss the issue with Liberty Life Namibia ~ on [061-2942343](tel:061-2942343) or email Complaints@liberty.com.na. If the matter is not handled to your satisfaction or for an unresolved problem, contact the Managing Director who will take the matter up with the Principal Officer or alternatively contact NAMFISA's Complaints Division on [061-](tel:061-)

