

GENERAL TERMS OF THE BOAWEB SERVICE (Edition of Sept. 2020) BANQUE DE CREDIT DE BUJUMBURA, S.M. (BCB)

ARTICLE 1: PURPOSE

The customer who has a bank account within the BANQUE DE CREDIT DE BUJUMBURA (hereinafter called "the Bank") as well as an Internet connection can use the BOAweb service with the following general terms.

These terms are intended to define the conditions of access and the BOAweb service functioning and to determine the rights, obligations and responsibilities specific to the use of this service, both to the customer and the Bank.

In this context, account opening agreements concluded with the Bank will continue to be applied in all their general and special conditions except for those which are amended or adjusted by these general terms.

ARTICLE 2: DEFINITIONS

In these General Terms, the following terms are used in the following sense:

- **Customer** : the holder of one or more bank accounts with the Bank.
- **User** : the person benefiting from one of the services covered by the BOAweb contract;
- **Enhanced Authentication Method** : security element corresponding to a scanned QR code sent by email or displayed on the BOAweb screen, or a verification code sent by SMS or generated by authentication softwares « Google Authenticator / Microsoft Authenticator ».

ARTICLE 3: AVAILABLE SERVICES

The BOAweb service includes 6 modules and each of them is designed to perform a specific type of operations, within the requirements of this agreement, namely:

- a) Obtain account statements or consult the balance of current accounts and savings accounts;

- b) Consult movements or history of current accounts and savings accounts. The consultation is currently limited to an interval of 3 months ; however, from the date of launching of the new version of BOAweb, the system will be programmed to add to this interval, the archiving of all future operations to allow the consultation of movements or history with an interval of 12 months.
- c) Transfer between different accounts opened at the Bank under the same BOAweb contract (leveling);
- d) Make domestic payments to make domestic payments;
- e) Consult the movements of the day.

The BOAweb service, however, excludes transactions, commitments, instructions, messages subject to legal or conventional formalities, as well as those requiring a handwritten signature as well as an eventual authentication thereof, namely proxies, agreements, endorsements, guarantees, bills of exchange, checks (enumeration for purely illustrative and non-limiting purposes).

In addition, the Bank reserves the right, without having to justify, not to respond to a request for access to the BOAweb service or to limit access to operations of a certain amount.

The BOAweb allows you to view the day's operations executed on the accounts included in your "BOAweb" contract, whether or not at your initiative.

These are movements that, subject to validation end of the day and unless technical problem, will be counted the same day and will therefore be visible in your bank statements the next day.

This information is updated throughout the day based on information provided automatically by your bank through BOAweb.

ARTICLE 4: DURATION

Upon acceptance of the provisions of this contract by the user directly on BOAweb or upon its receipt, completed, dated and signed and after verifications of use, the Bank will ensure that the Customer has the service "BOAweb" as soon as possible.

The parties have the right to terminate the BOAweb service at any time, the customer by a recommended letter and the Bank by any means. Termination by the customer shall take effect only from the next bank business day of receipt of this letter; termination by the Bank shall take effect one month after its notification to the customer. However, the Bank keeps its right to immediately terminate the contract without notice namely, this list being not exhaustive, in case of seriously reprehensible behavior, violation of a contractual obligation, closing accounts or non-use of service for one year.

ARTICLE 5: ACCESS TO SERVICE

The customer will have access to Internet banking service by connecting to the website whose address will be precised to him.

In case of exclusive use of services a and b defined in Article 3, the customer will choose a password and will not need an electronic signature as defined in Article 7.

When using the services c, d or e defined in Article 3, the customer must re-enter his password or enter a verification code sent by SMS / e-mail or generated by the authentication software "Google Authenticator / Microsoft Authenticator".

The user must create and register a beneficiary before making a transfer.

The customer is solely responsible for the proper functioning of his computer equipment and his access to the Internet (including the choice of an access provider) in accordance with Article 9 of these conditions.

ARTICLE 6: SAFETY

All exchanges of information between the PC of the customer and the Bank are encrypted (made unreadable) to contribute to improved safety.

The communication protocol HTTPS (Hyper Text Transfer Protocol + SSL - Secure Socket Layers) uses SSL encryption.

ARTICLE 7: ELECTRONIC SIGNATURE

7.1. Functioning

During the first connection to the BOAweb service, the customer must enter and confirm a password of his choice.

The passwords generated by the Enhanced Authentication Method are verified by the Bank's IT system.

The Customer will no longer be able to revoke the instructions given via the "BOAweb" service. However if these instructions are spread over a period, the customer can stop them later, with the BOAweb service.

7.2. Obligations of the Bank

The Bank will refuse to execute any instructions transmitted by the BOAweb service without password entry and enhanced authentication codes. The Bank undertakes to respect the confidentiality of the information provided to it.

7-3 Obligations and Responsibilities of the customer

The Customer will use an Enhanced Authentication Method and / or its password for any instructions that he will transmit to the Bank via the BOAweb Service.

The absence of enhanced authentication or the exceeding of the limit amount specified in Article 2 of the BOAweb Contract, in accordance with Article 12 of these general terms, will stop the execution of the instruction.

The Customer is solely responsible for the safekeeping of his Enhanced Authentication Method and/or password as well as its personal secret code. He agrees to keep secret the code enabling the use of the enhanced authentication method and/or password and any information allowing access to the service.

The Customer agrees to make every effort to avoid that third parties may have knowledge of the password or use it. He also commits himself to enforcing the respect of this obligation of confidentiality by the users he may designate.

The Customer shall notify the Bank, as soon as he/she remarks or suspects the loss, theft or misuse of the secret code or his enhanced authentication method and / or password, which will block as soon as possible the use of the associated electronic signature.

Until receipt of the notification by the Bank, the Customer agrees to assume exclusive liability vis-à-vis the Bank of the use made of Enhanced Authentication Method and/or password and agrees to defray any damage, direct or indirect, resulting from the wrong, improper, unlawful or illegitimate usage of the Enhanced Authentication Method and/or password, either by himself or by third parties. The Customer shall indemnify the Bank for any damage, loss and expenses that it may incur.

In case of notification during the closure of the Bank, the notice shall be deemed received on the next banking day.

The Customer must emergently notify the loss to the Electronic Banking Service of the Bank, theft or misuse of his secret code, his Enhanced Authentication Method or password as soon as he becomes aware of it by any means of communication.

If notified by fax or e-mail, text message received by the Bank shall prevail in the event of a dispute.

The Customer acknowledges to have known standards of product safety, accepts them and agrees to abide by them.

ARTICLE 8: PROOF

The electronic signatures validated by the Information Technology systems of the Bank is a

valid and irrefutable proof of the identity of the user and the integrity of the instruction and its agreement to transactions performed under this signature through the system.

The Bank confirms all operations performed via the BOAweb service by a bank statement, which will be sent either to the customer, or kept at his disposal over the counter or to be checked via BOAweb.

The Customer is obliged to notify the Bank without delay errors he finds in the status reports he receives. Failing to complaint within a period of three months, the Customer is expected to approve what is written and the operation on the statement.

ARTICLE 9: OBLIGATIONS AND RESPONSIBILITIES OF THE BANK

The "BOAweb" Service is available 24h/24 and 7 days on 7, except during system updates. The Bank agrees to make its best efforts to the proper functioning of the service but cannot be held responsible for failures, disruptions or malfunctions due to the Internet or telecommunications. The Bank assumes no responsibility regarding the transport of information. It is foreign to any dispute which may arise between the Customer and the Internet service provider or telecommunications provider.

The Customer also agrees that all stages of access to the site and the different operational modules offered by the "BOAweb" service or subsequent services, the Bank is under no obligation of result, but an obligation of means. Accordingly, except in the case of fraud or gross negligence and without prejudice to the obligations of means discussed above, the Bank shall not be obliged to pay the least compensation to the Customer.

The Bank shall not be liable for breach of contract, in case of force majeure, of disruption or strike of postal services or means of communication or transport, flood or fire, without this list being limited.

In the case that the customer is a legal person, the signatories of the agreement must be granted powers consistent with the statutes.

ARTICLE 10: COST

All costs related to the equipment used by the customer are at his expense. Transmission charges by telephone, as well as any outstanding subscriptions by the user from a supplier of Internet access are also the responsibility of the customer.

The Customer authorizes the Bank to debit his account of the sums due from it because of his adherence to the BOAweb service.

The use of the BOAweb service and the cost of execution of banking transactions through BOAweb are subject to the current tariff as specified in the tariff collection available on the Bank counters.

ARTICLE 11: MAXIMUM TRANSACTIONS

The Customer has the option of determining the transaction limit when signing the contract.

If limit is exceeded, the instructions given from the modules "domestic payments" and "leveling" will be automatically rejected by the Information Technology systems of the Bank.

ARTICLE 12: JURISDICTION

The BOAweb contract is subject to the laws of the Republic of BURUNDI. In case of dispute, the parties shall use a friendly settlement. Otherwise, competent courts will be those of Bujumbura.

ARTICLE 13: CONDITIONS AND PRICES

General terms and the tariff are those in force at the time of signing the contract.

However, the Bank keeps its right to modify them at any time.

Any change to the General Terms of service and to the tariff of BOAweb referred to in Article 10 shall be communicated to the Customer at least two months before its entry into force, and, by any means, for example by notice attached to statements. In case of termination of BOAweb contract by the Customer before the entry into force of the amendment, the Customer is deemed to accept the new provisions.

ARTICLE 14: EVOLUTION OF THE PRODUCT - PROVISION OF SERVICE.

Depending on technological developments, the Bank will provide the BOAweb service with developments and changes, which it deems desirable.

Services not yet operational at the time of signing the Contract will be gradually made available to the Customer.

The Bank shall inform the Customer by any means. Except expressed refusal of the customer, the latter will receive immediately and gradually the provision of all new modules offered by the BOAweb Service.

If the adjustments and changes made by the Bank to the BOAweb service do not satisfy the Customer, the latter may terminate the contract in accordance with Article 4 hereof.

ARTICLE 15: DISCLOSURE OF PERSONAL INFORMATION

Personal information collected as part of the BOAweb service is intended for the Bank which, by express agreement, is authorized to retain them in computing memory, use them, and to disclose them for the same purposes to companies of its group, its brokers, or to third parties or subcontractors for management purposes.

I undersigned declare to have read and agreed to all the terms listed in these General Terms

Date and signature of the customer
(preceded by the words « read and approved »)

NB: The customer must return to the Bank the two copies of the completed and signed contract and a copy of these terms also signed.