



Internet Banking Membership Agreement – iibNet

[illegible]

Name:

ID Document: Number:

Phone: Indicative Email:

Accounts: All: ☐

Access Profile | Consults: ☐ Prepares: ☐ Signs: ☐

Name:

ID Document: Number:

Phone: Indicative Email:

Accounts: All: ☐

Access Profile ☐ Consults: ☐ Prepares: ☐ Signs: ☐

Name:

ID Document: Number:

Phone: Indicative Email:

Accounts: All: ☐

Access Profile | Consults: ☐ Prepares: ☐ Signs: ☐

Specific Signature Conditions: _____

Through the iibCVnet service, the aforementioned user has access to:

- Current Account, Term Deposit, or financing accounts defined by them.
- All accounts in which the company is a holder and the user is a representative, including accounts that may be opened in the future under the same conditions.

The Customer(s)

Signature(s) binding the account

General Terms and Conditions of Use – Internet Banking (iibNet)

General Terms of Internet Banking Service (iibNet)

1. Identification and Supervision

1.1. Intercontinental Investment Bank, S.A., headquartered at Avenida Cidade de Lisboa, P.O. Box No. 35, Praia, Santiago, Cape Verde, Tax ID: 261973240, registered under No.: 320100630 with the Commercial Registry of Praia, with registration certificate No. 4/2019 issued by the Bank of Cabo Verde.

1.2. Competent Supervisory Authority: Bank of Cabo Verde, located at Av. OUA 2, P.O. Box No. 7954 - 094 Praia, Santiago Island - Cabo Verde.

Clause 1 - Definition

1. iibNet is a service that allows customers to make inquiries and banking transactions related to deposit accounts and financial asset accounts of which they are the sole holder, co-holder, or authorized signatory for a minor and which they can freely manage, through the following access channels: Internet; mobile internet; SMS; APP or other access forms defined by iibCV.

2. The ability to manage the accounts mentioned in item 1 above, through iibNet, is limited to individual accounts, joint accounts, and minor accounts for which the customer is authorized.

Clause 2 - Features

1. The set of services, inquiries, and operations allowed by iibNet through each access channel will be informed by iibCV to the account holder.

2. iibCV may, at any time, change the set of services, inquiries, and operations allowed by iibNet, as well as the technical conditions of its operation.

3. iibNet allows the Customer to perform various types of inquiries and operations regarding the deposit accounts of which they are the holder, including but not limited to the following:

- a) Balance and transaction inquiries for current and term accounts;
- b) Requesting and canceling checkbooks;
- c) Internal, Interbank, and International bank transfers;
- d) Opening standard savings accounts;
- e) Reviewing credit contracts and Financial Plans.

4. The conditions for managing the deposit accounts included in iibNet are those in effect at any given time, in accordance with the General Terms of Account Opening and Service Provision in force between the Parties.

5. iibCV may choose to provide, through the iibNet channel, other types of operations and additional functionalities, all or some of which may require a

written request for the Customer's membership and acceptance by iibCV, under the terms and conditions specifically established for them at that time.

6. There is a maximum daily limit for debit transactions and financial instrument transfers, set by iibCV, both between the Customer's accounts opened with iibCV and to third-party accounts.

7. Third-party accounts, for the purpose of this contract, are accounts exclusively titled by third parties with iibCV, as well as accounts titled by the Customer and/or third parties with other credit institutions.

8. Currently, the available Service Level is Standard.

Clause 3 - Access and Authorization of Operations

1. The user, with the membership data provided by iibCV, sets the username and a login password, with which they can make inquiries and perform operations on the accounts referenced in this contract and according to the access level.

2. For certain operations, in addition to the login password, the user will have a Transaction OTP (one-time password) code, sent via email or mobile phone defined in this membership contract.

These access codes constitute the user's personal identification and should be exclusively known to them.

3. Operations carried out through iibNet and in which identification elements referred to in item 1 of this clause have been entered, and if requested by iibCV, additional validation elements, are considered authorized by the account holder and will be their responsibility unless the account holder has previously notified iibCV of any unauthorized use of iibNet by third parties.

4. A payment order, after execution via iibNet, followed by confirmation with the transaction OTP code obtained through email or mobile phone, cannot be revoked by the customer.

5. A National Transfer Order in iibNet will be considered properly ordered if the customer provides the following information:

- a) Beneficiary's identification;
- b) Bank account number or NIB (bank identification number);
- c) Payment amount;
- d) Purpose of the transaction; and,
- e) Beneficiary's email address.

6. An overseas payment order in iibNet will be considered properly placed provided that the customer provides the following details:

- a) Beneficiary identification;
- b) Beneficiary address;
- c) Transaction description;
- d) Amount to transfer;

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- e) Currency;
- f) Payment details;
- g) Bank name;
- i) SWIFT code;
- j) Beneficiary Bank details: IBAN (International Bank Account Number) or routing/ABA number and beneficiary account (where applicable in each situation); and,
- k) Purpose of the transfer.

7. It is considered that a payment order made through iibNet is received by the Bank on the same day it is transmitted directly by the customer or indirectly by the beneficiary, or through them.

8. Without prejudice to the situations of impediment provided for in the Applicable Legislation and the General Terms of Account Opening, a payment order through iibNet is executed on the same day, provided that the customer's account is funded and the amount requested by the customer is within the payment limits allowed through this channel.

Clause 4 - Security of Identification and Validation Elements

1. The Bank ensures that its security devices for products and services are personalized and will only be accessible to the customer entitled to use said instrument.

2. The identification and validation elements referred to in clause 3rd are personal and non-transferable, and should be exclusively known to the account holder.

3. The account holder undertakes to ensure the security of the identification and validation elements, as well as their strictly personal and non-transferable use, including:

- a) Not handing over or allowing their use by a third party, even as their attorney or proxy;
- b) Not disclosing them or in any way making them accessible to the knowledge of third parties;
- c) Memorizing them and refraining from recording them, directly or indirectly, in any way or means that is intelligible or accessible to a third party;
- d) Not providing or in any way enabling third parties to use the mechanisms that generate validation elements.

4. Should the precautions outlined in the preceding clauses not be taken into account, the account holder shall be responsible for any violation thereof, bearing the resulting damages, without prejudice to the provisions of the following clause.

Clause 5 - Unauthorized Use

1. The account holder undertakes to immediately report to iibCV, without unjustified delays, and as soon as they become aware of any situation involving abusive use of iibNet by a third party, unauthorized transaction, any situation where a third party accesses identification and/or validation elements and/or validation mechanism generators, as well as any situation of loss or misplacement of these mechanisms.

2. The communication referred to in the preceding paragraph must be made by the account holder promptly after becoming aware of any of the situations mentioned in the preceding paragraph and within a period not exceeding 180 (one hundred and eighty) days from the date of the transaction(s) debit, through the contacts referred to in the following paragraph.

3. Communication of the occurrences mentioned in the preceding paragraph, whether in Cabo Verde or abroad, must be immediately directed to iibCV (phone: +238 260 2626, weekdays from 08:00 to 16:30) or to any of the iibCV Branches during business hours.

4. The service user has the right to rectification under the provisions of the Law and the following paragraphs, provided the Bank becomes aware of an unauthorized transaction, incorrectly executed transaction, error(s), or irregularity(ies) related to the use of iibNet.

5. Upon being contacted by the Account Holder regarding an unauthorized payment transaction, incorrectly executed transaction, error(s), or irregularity(ies) related to the use of iibNet, the Bank must immediately refund the amount of the transaction in question by restoring the corresponding amount to the debited payment account as if the unauthorized payment transaction had not been executed.

6. Failure to provide immediate refund as per the preceding paragraph shall result in default interest at the legal rate set forth in the Civil Code, calculated on a daily basis and settled by the Bank.

Clause 6 - Customer Responsibilities

1. In case of loss, misplacement, forgery, theft, or abusive appropriation of the membership data referred to in paragraphs 1 and 2 of clause 3, the Account Holder is responsible, up to a maximum amount equivalent to 15,000 CVE, for transactions made up to the limit of available funds in their D/O account.

2. In cases of gross negligence by the Account Holder, they are responsible for transactions made up to the limit of Available Funds in the card account, even if exceeding the equivalent of 15,000 CVE, depending on the circumstances of loss, misplacement, forgery,

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theft, or abusive appropriation of the membership data referred to in paragraphs 1 and 2 of clause 3.

3. In case of fraudulent behavior by the Account Holder, they are fully responsible for all transactions made, even beyond the limits established in paragraph 2 of this clause.

4. Except in cases of fraudulent behavior, the Account Holder's liability for unauthorized transactions, under the provisions of paragraphs 1 and 2 of this clause, ceases after notification to the Bank.

5. After notification, the Bank will activate the necessary mechanisms to prevent abusive and fraudulent use of iibNet.

Clause 7 - Refund of Authorized Operations

1. The Client is entitled to full refund by the Bank, provided it is requested within 60 (sixty) days, of an authorized payment transaction initiated by the beneficiary or through them, which has already been executed, provided that one of the following situations is verified:

a) The payment order does not contain the intended amount, and,

b) The amount of the transaction exceeds the amount that the Bank could reasonably expect based on the Client's previous expense profile.

2. The Bank has the right to request from the Client the factual and probative elements of the circumstances indicated in the preceding paragraph.

3. The Bank has a period of 10 (ten) business days from the date of receipt of the request referred to in paragraph 1 to make the refund or refuse it, provided it is properly justified.

4. The Client may make a complaint about the above refusal through the means indicated in Clause 14 of this contract.

Clause 8 - Bank's Responsibilities for the Execution of Payment Transactions Issued by the Client

1. Without prejudice to cases of non-compliance with the unique identifier of a client's payment order and cases of force majeure under the law, the correct execution of payment transactions is the sole responsibility of the Bank, which must restore the Debited D/O Account to the situation it would have been in if the incorrect execution of the payment transaction had not occurred, including charges and interest.

2. In cases where the Bank can prove that the beneficiary's payment service provider received the amount of the payment transaction, the responsibility for its correct execution lies with those services.

3. In cases where a payment transaction is not executed or is incorrectly executed, regardless of the Bank's responsibility, it is the Bank's responsibility to immediately make efforts to trace the payment transaction and notify the client of the results obtained.

Clause 9 - Contract Terms

1. This contract is valid for one year, starting from the date of its signature, automatically renewable for equal periods if not terminated by either party, up to 30 (thirty) days before the end of the current term.

2. In the event of termination or rescission of this contract, ongoing operations shall remain in force until their legal completion.

3. This contract is subject to termination at any time, by either the client or the Bank. Termination shall have immediate effect, except in cases where there are ongoing orders to which immediate access is not possible.

4. The Bank reserves the right to change the general conditions and terms of use of the iibNet service by written or email communication, with a minimum notice period of 30 (thirty) days.

5. The Bank considers any changes accepted by the client if they do not contest within 30 (thirty) days and continue to use the iibNet service thereafter.

6. If the Client does not accept the communicated changes, they may terminate the iibNet subscription contract by registered letter with acknowledgment of receipt or written communication delivered to iibCV, a resolution that will be considered effective from the moment there are no ongoing operations pending settlement.

7. The Bank may also terminate the contract if any of the following situations occur:

a) Failure to comply with any obligations assumed during the use of the iibNet service, after 15 (fifteen) days of notice from iibNet to the client to rectify them;

b) Bankruptcy filing by the client, or if it is requested by third parties and not contested by the client.

Clause 10 - iibNet Blockage

1. iibCV reserves the right to fully or partially block the use of iibNet for reasons related to:

a) iibNet security;

b) Suspected unauthorized or fraudulent use of iibNet.

2. In the case referred to in the preceding paragraph, iibCV shall inform the account holder, verbally or in writing, of the blockage of iibNet usage and the respective justification, if possible before the blockage or, at the latest, immediately thereafter, unless such information cannot be provided for objectively justified security reasons or is prohibited by other applicable legal provisions.

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3. Once the reasons for the blockage cease to exist, iibCV will unblock the use of iibNet or replace the identification and/or validation elements.

4. iibCV may suspend iibNet upon a written request from the account holder, with such suspension lasting indefinitely, only to be reactivated upon a written request from the account holder directed to iibCV.

Clause 11 - Charges and Commissions

Transfers requested through iibNet are subject to the current price list and comply with the provisions of the General Conditions of the account opening contract.

Clause 12 - iibNet Operation

1. iibCV does not guarantee the permanent operation of iibNet on all access channels, therefore it cannot be held responsible for its eventual unavailability.

2. Errors or deficiencies resulting from the access means used by the account holder cannot be enforced against iibCV.

3. When performing any operation, the account holder may request the sending of the respective proof in paper format, subject to payment of the charges provided in the current price list.

Clause 13 - Security Recommendations

The account holder must adhere to the security recommendations and guidelines regarding the use of iibNet, especially those applicable to online payments, including those provided to them prior to subscribing to the iibNet membership proposal, as well as those disclosed by iibCV at any given time.

Clause 14 - Law and Extra-Judicial and Judicial Means of Dispute Resolution

1. This Contract is subject to Cape Verdean Law and jurisdiction, namely the Legal Regime that regulates the provision of payment services and the issuance, distribution, and refund of electronic money in Cape Verde by authorized entities, approved by Legislative Decree No. 8/2018, of November 28th.

2. The Judicial Court of Praia District is hereby designated as competent to adjudicate all issues arising from it, with express waiver of any other jurisdiction.

3. This Contract is governed by Cape Verdean Law.

4. Without prejudice to provisions of following points, in the event of a complaint or dispute arising from the interpretation, validity, or execution this Contract, Account Holder may resort to following complaint mechanisms: complaints book, email: qualidade@iib-banks.com, address: Ave. Cidade de Lisboa, CP 35, Praia, phone: +238 260 2626, and to the extrajudicial dispute resolution entities to which the Bank has adhered or to Behavioral Supervision Office of BCV through email: gsc@bcv.cv or phone +238 260 7000.

Clause 15 - Collection and Processing of Personal Data:

1. Without prejudice to the Account Holder's right of opposition as enshrined in article 20 of Law No. 133/V/2001, of January 22, and subsequent amendments, the elements and data collected by iib in the context of joining this Card will be retained for as long as iib considers relevant, will undergo automated processing, intended to be included in an iib Personal Data File that it, as its controller, may use for the following purposes: analysis, decision-making, management, and operation of the Cards; adaptation of product supply to the Account Holder and/or Cardholder; promotion and marketing actions of financial products, insurance, and others; compliance with all applicable legal or regulatory provisions. iib may transfer or transmit personal data: (i) in accordance with and for the purposes provided for in applicable law; (ii) to companies directly or indirectly owned, controlled, or participated in by iib and to companies included in iib's supervisory scope or consolidated with it for accounting purposes.

2. The Account Holder is guaranteed access to the data of which they are the subject and the right to rectify or delete them in accordance with the law, whenever requested by written document.

Clause 16 - Language and Communication

1. The Contract and any communications or notifications made under it are drafted in Portuguese or English, notwithstanding other languages tacitly accepted by the parties.

2. Without prejudice to specific contrary provisions, communications and notifications provided for in this Contract will be made by the Bank in writing, through: (i) letter sent to the address of the Account Holder and (ii) electronically, by sending an email message addressed to the Account Holder at the email address declared by them in the membership proposal, at the time of entering into this contract, or at a later time and which is included in the database expressly for this purpose.

3. Communications and notifications provided for in this Contract made in writing by the Account Holder must be sent by letter to Avenida Cidade de Lisboa, CP No. 35, Praia, Santiago, Cabo Verde.

4. Account Holder undertakes to inform, in writing, of any changes to respective address initially indicated.

5. The Bank may change communication mediums commonly used in communication with customers, and must communicate such changes with notice period 30 (thirty) days before date on which they take effect.

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6. The Bank issues and sends to the Customer, as provided for by law, statements regarding all Debit and Credit movements made in their D/O Account, as well as any necessary supplementary information.

Clause 18 - Access to the Contract

During the contractual relationship, the customer has the right to receive, upon request and at any time, the terms of this contract or any information or condition arising from it, in paper format or in any other durable medium.

I acknowledge and accept the General Conditions of Use in their entirety, as stated in this document, and declare that I have received a copy.

Signature:

Date: