

CONFIDENTIAL (Terms and Conditions apply) **DEBIT CARD SERVICES FORM** TO BE COMPLETED IN BLOCK LETTERS Branch: Date: Currency Denomination: **Ezwich** Easy Cash Mastercard Debit **REQUEST TYPE:** New Request Replacement Only Hot-Listing Only Hot-Listing & Replacement De-Hotlisting Link Account Earn interest Print balance on slip **REASON FOR REQUEST:** New Account Lost Card Stolen Card Fraudulent Action Damaged **Expired** Change of Name Others **CUSTOMER INFORMATION:** Account Type: Savings Current Corporate Joint Others Account Name: Card Pan: First six digits on your card (For card Last four Account Number: hotlisting & card limit concession only) Linked Accounts (Please Specify Other Accounts To Be Linked To This Card) Account No 1: Account No 2: Account No 3: Full Name: Date of Birth: Occupation: Identity Card Type: National ID International Passport Voter's Card Others (necessary for existing customers) ID Card Number: Mobile Number: Email Address: FOR CARD CONCESSION LIMIT REQUEST ONLY: Frequency/Transaction Amount Limits Category Of Concessions Account 1 Account 2 Account 3 Daily Web Transaction Frequency Limit (Number of Times) Daily POS Transaction Frequency Limit (Number of Times) Daily Web Transaction Value Limit Daily POS Transaction Value Limit Daily ATM Transaction Frequency Limit Daily ATM Transaction Value Limit FOR BANK USE ONLY Account Verified? Copy of ID Card Collected? PIN Issue Customer ID: Date of Deployment: Staff Number: Initiator: Signature: Verifier: Staff Number: Signature:

TERMS AND CONDITIONS

The following Terms and Conditions apply to any person who applies for, accepts and/or uses a Card issued by FBNBank Ghana.

In these Terms, "we", "us" or "our" refers to FBNBank Ghana and its successors, agents and assigns, while "you", "your" refers to a Cardholder.

By signing at the bottom of these Terms, you agree that you have received, read, understood and agree to be bound by the terms contained herein and our subsequent amendments thereto, as well as the laws, rules and regulations now existing or which may hereafter be enacted, issued or enforced. You also agree that you shall use your Card in accordance with these Terms. If you do not agree with the terms contained herein, DO NOT ACCEPT or USE THE CARD

1.0 Definition of Terms Used:

- 1.1 "Account" means the bank account held or to be held with FBNBank Ghana specified in the name of the Cardholder, the number of which is or shall be specified in the application form for the card and/or communicated to the Cardholder, as appropriate.
- 1.2 "Bank" means FBNBank Ghana, a banking institution incorporated in Nigeria and having its registered office at Meridian House, RIng Road Central, Accra, Ghana
- 1.3 "Card" means any debit or prepaid card, in any currency, issued by the Bank to you or at your instance, including any renewal, replacement or additional card or cards.
- 1.4 "Cardholder" mean s you or any person who applied for and/or collected and/or uses a Card.
- 1.5 "Card Expiration Date" means the last day of the month of expiration printed on the Card
- 1.6 "PIN" means the Personal Identification Number issued to the Cardholder for the use of the Card the card.
- 1.7 "Transaction" means any banking transaction made using or involving the Card.
- 1.8 "BoG" means Bank of Ghana.

2.0 Your Responsibilities:

Should you decide to accept and/or use the Card,

- 2.1 Upon collection of your Card, you shall comply with all instructions given to you regarding activation, use and operation of the Card on the welcome letter (where applicable) as well as all other instructions/guidelines given by the Bank;.
- 2.2 Upon activation of your Card, never write down or record the PIN in anyway which could be understood by a third party and do not disclose your PIN or any other details regarding your card to any third party including the police and/or bank officials;
- 2.3 The Card must not be used for any unlawful transaction including but not limited to the purchase of goods prohibited:
 - a. by Ghanaian Law;
 - b. by the law of the country where the goods are purchased;
 - c. which though not prohibited in the country of purchase but is prohibited in Ghana.
- 2.4 You shall not interfere with the magnetic stripe or integrated circuit (chip) in the Card;
- 2.5 You shall comply with any other instruction we issue or publicize regarding use and safe keeping of the Card;
- 2.6 You shall take all necessary precautions to prevent unauthorised use of the Card;
- 2.7 You accept liability for any loss incurred or any other adverse situation arising from the non-compliance with any of the precautions stated herein or otherwise issued by the Bank or any other reasonable precaution(s) that should be taken for the prevention of a fraudulent use of
- 2.8 In the event that the Account upon which your Card is issued is jointly owned, all your liabilities as contained in these Terms shall be joint and several
- 2.9 You shall notify us immediately:
 - a. your Card is lost or stolen or you suspect that the Card may be misused or compromised in any manner whatsoever;
 - b. of any disputed Transaction;
 - c. you change your name, address, email address, phone numbers or any other personal details
 - d. of any other information which should reasonably be notified to us.
- 2.10 You agree that in using the Card, you may need to access service points controlled by third parties or requiring action or service(s) providedby third parties. You exonerate the Bank from any liability, loss or claim arising from Transactions effected via the Card through a third party access or which required an action which was not in our exclusive control.

3.0 Our Rights

- 3.1 We have the right, in our sole discretion, to establish or change limits concerning your use of the Card or any related services including but not limited to the thresholds and number of times you shall have access to your funds via the Card in a given period of time.
- 3.2 We may take any precautionary measure(s) deemed reasonable for the protection of your Card and funds; such measures may include, and are not limited to retaining the card in any ATM machine and restricting the transactions on your Account if there are any reasons to suspect an unauthorised, fraudulent or non-compliant Transaction.
- 3.3 We may refuse to authorise your use of the Card if:
 - a. The Transaction exceeds the available funds in your account; or
 - b. The Transaction does not comply with any applicable terms we shall stipulate from time to time.
- c. We reasonably determine that refusal to effect the Transaction is prudent under the circumstance.
- 3.4 If any establishment asks us for authorisation before accepting payment by your Card, we may decide not to give our authorisation if:
 - a. Your Card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen
 - b. You are in breach of any provision in these Terms
 - c. We reasonably believe that declining the authorisation would be the prudent decision at the material time.
- 3.5 Notwithstanding anything contained herein, we further reserve the right to exercise our discretion to limit, suspend or cancel your right or ability to use the Card by.
 - a. Refusing to approve a transaction;
 - b. Canceling or suspending your right to use the Card for all or some purposes;
 - c. Refusing to replace your Card;
 - d. Any other manner deemed necessary.

These Terms shall be deemed to continue to subsist irrespective of the happening of any of the events stated in this clause 3.

- 3.6 We reserve the right to set Transaction limits regarding the use of your card.
- 3.7 We may notify you about any changes or information by:
 - a. Advertising in the press, our website or any other means of public notification; or
 - b. Putting messages in your statements; or
 - c. Sending you a separate written notice via email, SMS; or
- d. Any other means of communication that we may deem appropriate.

You are encouraged to call the Bank if you have any queries, complaints or issues regarding your Card. Cost of calls made by Cardholders will be borne by the Cardholder.

4.0 Fees and Charges

- 4.1 Cardholders shall be charged fees by the Bank, in accordance with the Bank's schedule of fees, and this shall be determined by the Bank from time to time.
- 4.2 Charges which may be applicable to your Card include, but may not be limited to: a. Charges for Transactions carried out via your Card;

 - b. Charges for Card issuance, replacement, renewal, hot listing;
 - c. Maintenance Fees;
- d. Such other service or administrative charges, as may be applicable under the Bank's schedule of charges.
- 4.3 Charges applicable under this clause may be debited to any of your accounts with the Bank without further
- 4.4 The above charges are subject to review at any time and at our discretion. You waive your right to prior notification of any such change; and hereby exonerate the Bank from any liability for taking such charges provided the charge is reflected in your bank statement.

5.0 Loss or Misuse of Your Card

- 5.1 If your Card is lost or stolen or is misused or you suspect that your PIN or other security feature has been compromised, you must notify us immediately in writing. These details may be changed from time to time. You must report any loss or theft of the card to the police, and if we request for it, obtain and provide us the police report of the loss of the card.
- 5.2 The cardholder shall be responsible for any transaction effected through the use of the card prior to the notice being acknowledged by the Bank subject to the cardholder's liability being limited to the maximum amount permitted to be withdrawn or transferred. the bank is not obliged to refund or transfer any remaining available balance in the misplaced, stolen or destroyed card
- 5.3 You must co-operate with us and any law enforcement agency in our efforts to recover the Card and/or conduct investigation in respect of the loss. If you recover it after reporting its loss, you must destroy it and return it to us immediately.
- 5.4 In the absence of any proven fraudulence on the part of the Bank in the contravention of these Terms, any unauthorised use of your Card shall be deemed to have arisen as a result of your negligence and compromise of your Card and/or PIN details.
- 5.5 You will be liable for all losses incurred arising from any unauthorised use of your Card due to your negligence;
- 5.6 You will not hold the Bank liable, accountable or responsible in any way whatsoever for any loss, injury or damage howsoever arising from a Transaction involving any third party access point.

6.0 Disclaimers/Limitation of Liability

- 6.1 We do not warrant that services and benefits that we provide pursuant to these terms will always be available We reserve the right to withdraw or vary these services or benefits at any time without giving you notice
- 6.2 We will not be liable to you if we do not carry out our responsibilities under these Terms as a result of anything that we cannot reasonably control. These include but shall not be limited to:
 - a. ATM breakdowns; Network downtime or failures, System downtimes or maintenance,
 - b. Industrial disputes, natural disasters, force majeure or acts of God, etc
 - c. Delays, malfunctions or any other analogous event arising from an external interface;
- d. Unavailability of supplies; etc.
- 6.3 FBNBank Ghana disclaims any liability for any Transaction linked with fraud or illegality.
- 6.4 Except when caused by the Bank's proven intentional and fraudulent misconduct, we shall not be responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by or arising from the use of your Card. You shall indemnify and hold us harmless from all claims, demands, lawsuits, losses, costs, expenses and attorney's fees we suffer or incur as a result of any unauthorised use of your Card and/or your violation of these Terms.
- 6.5 If the Bank provides any information to you via any email, telephone or other channel, details of which you provided to the Bank, the Bank shall not be liable if the information becomes intercepted, altered or misused by an unauthorised person.
- 6.6 Disputed transactions must be reported within 30 days after the Transaction date so as to enable FBNBank Ghana consider your claim for investigation and initiate a chargeback process where FBNBank Ghana determines at its sole discretion that your claim is justified. FBNBank Ghana shall not be required to process any chargeback or any other remedial action whatsoever and FBNBank Ghana shall not be held to account for any policies, timelines or procedures followed in arriving at its determination.

7.0 Additional Card

A cardholder wishing to have an additional card(s) on his/her Account must fill the additional cardholder's data on the application form signed by the additional cardholder and the principal cardholder. However the bank reserves the right to decline a request without giving any reason whatsoever. You shall however remain bound by these Terms and Conditions irrespective of the issuance of additional card(s) on your Account.

8.0 Termination

Without prejudice to any other provision in these Terms, the Bank may terminate this Terms and/or withdraw the Service(s) immediately upon giving notice to you. Save to the extent of any surviving provision herein or to the extent of any surviving provision herein or to the extent of any outstanding obligations owed by you hereunder, you may terminate these Terms by giving a minimum of 50-day written notice to FBNBank Ghana, within which period the Card must be surrendered to the Bank. The Bank may discontinue the Services at any time upon receipt of your notice of termination.

9.0 Card Expiration

- 9.1 The Card must not be used after the Card Expiration Date or from the date of your request for the termination or suspension of the use of the Card.
- 9.2 You authorise the Bank to automatically re-issue the Card for use after the Expiration Date. If however you do not wish to renew the Card, you must specifically notify the Bank by giving a 50-day written notice pr to the Expiration Date.

10.0 Amendment to these Terms

We may change the provisions of these Terms and Conditions, including our charges without recourse or notice to you.

11.0 General Terms

- 11.1 We will charge you for any loss or cost we may incur from a breach of these Terms by you.
- 11.2 Non-enforcement or delay in enforcing any clause in these Terms does not prevent the Bank from enforcing the clause against you at a later date.
- 11.3 We may record phone calls and other communications between you and us, and use the information for any lawful purpose, at our sole discretion 11.4 You authorise us to exercise a right of set-off at any time we deem fit in respect of any account you may
- maintain with us in whatever currency to settle any outstanding payment to us. 11.5 You confirm that all information provided to the Bank regarding the application for your Card is complete and
- accurate in all respects. 11.6 Your application for a Card will be subject to the Bank's processes and reviews, which may require you to provide further confirmation or documents. We reserve the right to accept or reject your application.
- 11.7 Your rights under this Terms are personal to you and cannot be assigned.

These Terms shall be governed by the Laws of the Republic of Ghana.

Authorised Signatory: Date:	D D M M Y Y Y
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