

## **Privacy Statement**

### **What this Privacy Policy Covers:**

This Privacy Policy covers FirstBank Ghana's treatment of personally identifiable information that you submit through FirstBank Ghana web site, and the use of FirstBank Ghana's on-line/website services and contents (which on-line/website services and contents are hereinafter jointly called "the Service"). This policy does not apply to the practices of our parent bank, First Bank of Nigeria Limited, and operations of the FirstBank Group.

## **Privacy Policy**

### **Information Collection & Use**

When you complete any form on the FirstBank Ghana website, it is normal that we ask for such information as your name, e-mail address, birth date, gender, occupation, industry, and personal interests. Once you fill the form on our website and submit the form, you are not anonymous to us anymore.

### **Information Sharing & Disclosure**

FirstBank Ghana will not sell or rent your personally identifiable information to anyone. FirstBank Ghana may send personally identifiable information about you to other companies or people when:

We have your consent to share the information.

The law requires it of us.

We respond to subpoenas, court orders or legal process; or

We find that your actions on our web sites violate any part of the FirstBank Ghana Privacy Policy.

The customers shall not disclose to any other person, in any manner whatsoever, any information relating to FirstBank Ghana of a confidential nature obtained while availing the services through the website. Failure to comply with this obligation shall be deemed a serious breach of the terms herein and shall entitle FirstBank Ghana to terminate the services, without prejudice to any damages, to which the Bank otherwise may be entitled.

FirstBank Ghana will limit the collection and use of customer information only on a need-to-know basis to deliver better service to the customers. FirstBank Ghana may use and share the information provided by the customers with its Affiliates for providing services and any service-related activities such as collecting subscription fees for such services and notifying or contacting the customers regarding any problem with, or the expiration of, such services. In this regard, it may be necessary to disclose the customer's information to the Affiliates of FirstBank Ghana who will be required to agree to use the information obtained from FirstBank Ghana only for these purposes.

## **Changes to this Privacy Policy**

FirstBank Ghana may amend this policy from time to time. If we make any substantial changes in the way we use your personal information, we will notify you by posting a prominent notice on our website.

### **Questions or Suggestions**

If you have questions or suggestions, please send a mail to [firstslutions@firstbankgroup.com](mailto:firstslutions@firstbankgroup.com) or call 0596921921.

### **Terms of Use**

You understand and agree that the contents of this website include all audio, video, graphics, images and textual materials, downloadable files, pdfs, Microsoft word, etc. All contents are protected by international copyright law. None of the contents on this website shall be used for any commercial purposes without the written consent of FirstBank Ghana.

You acknowledge and agree that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that the contents of sponsored advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by FirstBank Ghana, you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Software, in whole or in part. FirstBank Ghana grants you a personal, non-transferable and non-exclusive right and licence to use the contents of the site, provided that you do so within the ambit of the Terms of Service.

In addition, when using FirstBank Ghana services, you and FirstBank Ghana shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms of Service.

### **Description of Service**

FirstBank Ghana website provides you with access to resources that are rich in content concerning the Bank and its services. You understand and agree that the Service is provided “AS-IS” and that FirstBank Ghana assumes no responsibility for the timeliness, deletion, or failure to store any user communications. You are responsible for obtaining access to the Service and that access may involve third party fees (such as the Internet service provider or airtime charges). You are responsible for those fees.

### **Requirements for Filling Online Form**

In consideration of your use of the Service, you agree to provide true, accurate, current, and complete information about yourself as indicated in the form’s section. If you provide any information that is untrue, inaccurate, not current, or incomplete, or FirstBank Ghana has a reasonable ground to suspect that such information is untrue, inaccurate, not current, or incomplete, FirstBank Ghana has the right to delete your form data from our server.

### **Web Account Opening**

Your initiation of the web account opening process does not automatically guarantee that the account(s) will be opened on your behalf. You agree that the account opening will be subject to the Bank's processes and reviews which may require you to provide further confirmation or documents. You agree to comply with the standard account opening documentation requirements and to meet KYC requirements as may be stipulated by FirstBank Ghana. FirstBank Ghana reserves the right to accept or reject your application.

### **Indemnity**

You agree to indemnify and hold FirstBank Ghana, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any matter you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the Terms of Service, or your violation of any rights of another.

### **Limitation of Liability**

You expressly understand and agree that FirstBank Ghana shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if FirstBank Ghana has been advised of the possibility of such damages) resulting from:

The use or the inability to use the service.

The cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received, or transactions entered into through or from the service.

Unauthorized access to or alteration of your transmissions or data.

Statements or conduct of any third party on the service; or

Any other matter relating to the service.

### **Trademark Information**

The name "FirstBank Ghana" and FirstBank Ghana LTD's logo are trademarks of FirstBank Ghana LTD.

### **Copyrights**

FirstBank Ghana LTD respects the intellectual property of others, and we ask our customers to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide FirstBank Ghana LTD's Webmaster the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest.

A description of the copyrighted work or other intellectual property that you claim has been infringed.

A description of where the material that you claim is infringing is located on the site.

Your address, telephone number, and e-mail address.

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

FirstBank Ghana LTD's Agent for Notice of claims of copyright or other intellectual property infringement can be reached through [firstsolutions@firstbankgroup.com](mailto:firstsolutions@firstbankgroup.com)

## **General Information**

The Terms of Service constitute the entire agreement between you and FirstBank Ghana LTD and govern your use of the Service, superseding any prior agreements between you and FirstBank Ghana LTD. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party matter, or third-party software. The Terms of Service and the relationship between you and FirstBank Ghana LTD shall be governed by the laws of Ghana without regard to its conflict of law provisions. You and FirstBank Ghana LTD agree to submit to the personal and exclusive jurisdiction of the courts located within Ghana. The failure of FirstBank Ghana LTD to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision or prevent a subsequent enforcement of that or any other right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that all the provisions of the Terms of Service shall remain in full force and effect. You agree that regardless of any provision of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred and extinguished.

## **FirstBank Privacy Policy**

Your Privacy First

At FirstBank Ghana, we put you first and are thus committed to protecting and respecting your privacy. We are committed to being transparent about how we collect, process, share and manage data about you (our customers and other natural persons where applicable).

### **1. The Bank and You**

This Privacy Policy stipulates the bank's approach to handling your data and your rights with regards to our collection, use, storage and sharing of your personal data which may be collected by FirstBank in the course of providing you with exceptional products and services, collectively referred to herein as First Bank's "services", across all our delivery channels to meet your needs. The subsidiaries of FirstBank covered by this Policy are:

- i. FirstBank Ghana LTD
- ii. FirstBank Guinea Limited
- iii. FBN Bank (Senegal) Limited
- iv. FirstBank (Sierra Leone) Limited
- v. FirstBank (DRC) Limited
- vi. FirstBank (Gambia) Limited

## **2. Your Personal Information**

In the course of consuming services provided to you by FirstBank to meet your needs, through this and other channels available, we collect the information you provide us via forms, phone calls, and correspondence by mail or emails, service point interfaces, as well as other channel enablers as might be available. The information we collect may include but not limited to identity verification, services consumed, and services desired/required, mode of consumption, preferences, location, general events, instructions, and transactions relating to the services. We may also use information about you collected by third parties and other service partners to provide better serve your needs. Third party sources are not controlled by First Bank and as such are not liable for how they use it.

## **3. Consent**

We don't ask for your personal information unless we need it to provide or improve our products and services for you. We want to be sure we have your consent to collect, use and, where necessary, share your information with our partners and suppliers that help us serve you. Whenever we introduce new services and technologies, we will ensure you understand and agree to any new ways in which your information is handled. You will be considered to have given your consent to FirstBank for the processing of your personal data when:

- i. You complete any form, brochure or material issued by FirstBank at any of our service points (mobile, online, in-branch etc.) requesting personal information
- ii. You register, check, or tick the acceptance box on any of our electronic platforms (Online or Mobile)  
relating to terms and conditions of any service or product offered by FirstBank
- iii. You send a request, complaint, or other communication to FirstBank
- iv. You use any service or product offered by FirstBank

## **4. Use of Your Information**

FirstBank and/or FBNBank will process your personal information for the following purposes:

- To offer and provide our Products and Services tailored to meet your unique needs
- To fulfil the terms of any service contract(s) you might have with us
- To improve your service experience with us
- To conduct our business
- To manage our relationship with you
- To comply with Laws and Regulations
- To provide information to Credit Agencies
- To update your records
- To develop statistics as may be required
- To comply with our Internal Policies
- To communicate with you when necessary

FirstBank will limit the collection and use of your personal information for the stated purposes.

## **5. Cookies**

Please note that for our digital channels, we may collect information about your computer (or mobile device), including where available or necessary your IP address(es), operating system, and browser type for system administration or for our own commercial purposes. This is statistical data about our users' browsing actions and patterns and does not identify any individual. Further details can be found in our Cookie's policy

## **6. Information sharing and Disclosure**

FirstBank will not sell or rent your personally identifiable information to anyone. FirstBank may share or disclose your personal information to third parties where:

- i. We have your consent to share or disclose such personal information.
- ii. We are required by law to share or disclose such personal information
- iii. We respond to subpoenas, court orders or other legal processes.
- iv. We find that your actions on our electronic platforms violate any of our Policies for the purpose of investigations, reporting and enforcing any of our rights.
- v. Required for audit purposes

FirstBank may use and share your personal information with its affiliates and members of First HoldCo for providing services and service-related activities such as collecting subscription fees for such services, notifying, or contacting you regarding any problem with, or the expiration of such services. In this regard, the Affiliates, and members of First HoldCo shall process the information as provided in this Privacy Policy.

FirstBank may also disclose or share your personal information where it is necessary to enforce the terms and conditions of any of our Products and Services or any of our rights as well as to protect our operations and customers.

## **7. Information Protection and Retention**

FirstBank will always ensure that your personal information is adequately protected. We have put in place processes and technologies to ensure that your personal information is not modified, lost, damaged, or destroyed. Our people are trained to ensure that your personal information is not disclosed and safe as stated in this policy.

Where access and use of our electronic platforms requires authentication of the user, you shall be responsible for the use and safety of your authentication credential(s) including but not limited to Username, Personal Identification Number (PIN), Password, One Time Passwords (OTP) and Tokens.

We will retain your personal information for such a length of time as may be required by law, regulation, the internal policies of FirstBank and/or FBNBank.

## **8. Your Rights Under This Policy**

The following rights are available to you under this Policy:

- i. You may at any time request access to your personal information held by FirstBank request that your personal information be made available to a third party. Your request may specify the format in which the information should be made available subject to FirstBank having the capacity to provide the personal information in the requested format.
- ii. You may request to update your personal information with FirstBank at any time.

- iii. You may elect to withdraw your consent at any time. Save where there is a legal or operational reason to continue with the processing of your personal data, FirstBank and/or FBNBank shall discontinue the processing of your personal data upon receipt of your notice withdrawing consent. Such withdrawal however may impact FirstBank's ability to provide some products or services to you if your consent is mandatory for the execution for providing such services.
- iv. Your right to withdraw consent extends to objecting or restricting the processing of your personal data by FirstBank
- v. You may request that your personal information be deleted. We may continue to retain such personal information as may be required for compliance with legal, regulatory or policy requirements.

## **9. Remedies**

Where you have concerns relating to the processing of your personal information by FirstBank, or require any clarification on this policy, please notify us through or contact details provided below:

Email: [firssolutions@firstbankgroup.com](mailto:firssolutions@firstbankgroup.com). We will respond to your concerns within 30 days of receiving your notice.

## **UPDATES TO THIS PRIVACY POLICY**

We may update this policy from time to time. Where there are changes in the way we use your personal information we will notify you by posting a prominent notice on our website.