

Standard Chartered Bank (Ghana) Limited - Online Banking terms and conditions

Please read these terms and conditions carefully.

These terms and conditions set out the rights and obligations of you, the customer, and us, the Bank, in connection with your use of the Service. All the terms and conditions of this agreement are legally binding, so please read them carefully.

This agreement:

- replaces all earlier terms and conditions relating to the Service (if any) except where we advise you otherwise;

- is in addition to the terms and conditions that apply to the individual Eligible Accounts you may be accessing through the Service. If there is a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail as far as the issue relates to the Online Banking Service provided through the Bank; and

- relates only to individual accounts in your sole name (Eligible Accounts).

In the last section of this agreement, you will find definitions of some of the words and phrases used in these terms and conditions. By accessing this Site or any pages thereof, you unconditionally and irrevocably agree to be bound by the Terms and Conditions. If you do not agree with these Terms and Conditions, please do not access this Site or any pages thereof.

In consideration of the Bank providing the Service through electronic banking, I fully acknowledge, understand and accept the following:

1. THE ACCOUNTS ON WHICH YOU MAY USE THE SERVICES.

1.1 By agreeing to be bound by the terms of this agreement, you agree that the Service will be available on all Eligible Accounts with us, whether open now or opened in the future. The Service cannot be used on some types of accounts and we will advise you from time to time as to which accounts are eligible.

1.2 In order to use the Service, you must be registered by us to use the Service.

1.3 You may register your mailing address through our phone banking services, physical application form, physical correspondence to SCB, and branch account opening form. Mailing address provided by you through any of the above mentioned mediums will be updated in the bank's system and in future will be used for any customer communication.

1.4 You also agree that your entire telephone conversation with the authorised representative may be recorded at the discretion of the Bank for any particular purpose including use in the court of law for evidence purposes. There will be a process of call back confirmation in case the mailing address provided by you does not match the mailing address in our systems.

1.5 To irrevocably and unconditionally accept as binding any Service availed and/or transaction and/or instruction made or given through the Service by you at your own risk and responsibility.

1.6 The Bank's records of any transaction/service processed/availed through the Service shall constitute binding and conclusive evidence of such transaction/services.

2. YOUR RESPONSIBILITIES FOR SECURITY.

2.1 To ensure that you alone are able to access and give instructions on your Eligible Accounts using the Service, you must adopt and at all times maintain the following security procedures.

2.2 To enable you to use the Service, we will give you a user identification code and an initial password and you may then choose your own Login ID and Password for the Service. These are your Login details and both will be used to identify you whenever you access the Service.

Safeguarding your Password and Login Details

2.3 In connection with your Security Codes:

2.3.1 You should change your Password regularly and shall do so whenever the Service requires you to do so. You should not choose a Password you have used before;

2.3.2 whenever you choose a Password, you must take care not to choose a number that is likely to be guessed by anyone trying to access the Service pretending to be you.

For example, you should avoid your own or a relative's birthday, or any part of your telephone number;

2.3.3 you must take all reasonable steps to ensure that you safeguard your Security Codes at all times, whenever possible. You must not disclose any details of your Password or Security Codes to anyone else, to a member of our staff, or to someone giving assistance on a technical help desk in connection with the Service;

2.3.4 you must not record your Security Codes in a way that could make them recognisable by someone else as Security Codes;

2.3.5 if you discover or suspect that your Password or any part of them are known to someone else, you must immediately change the Password yourself through the Service. If this is not possible, you must notify us immediately by telephoning us on 0302-740100 (or any other number we may advise you of from time to time for this purpose). We will suspend use of the Service until new Login details have been set up. Please note that the Bank will not under any circumstances be held responsible for any unauthorized use of the Services prior to notification made as provided above.

Checking your statements

2.4 If you become aware of any transaction on any of your Eligible Accounts that has not been validly authorised by you, you must notify us immediately by telephoning us on 0302-740100 (or any other number we may advise you of from time to time for this purpose). For this purpose, you are reminded that you must, as is required of you for all your Eligible Accounts, check all bank Statements for any unauthorized transactions.

Other security safeguards

2.5 You must not allow anyone else to operate the Service on your behalf.

2.6 You must not leave Your System unattended while you are on-line to the Service. This applies whether Your System is a device you have sourced independently of us or a device provided by us to access the Service in one of our branches. However, the public nature of our branches makes it particularly important that if you access the Service from a device in one of our branches you do not leave that device unattended while on-line and you ensure that you have gone off-line before leaving the branch.

2.7 You must not access the Service from any device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your access or obtain access to the Service pretending to be you.

2.8 You must comply with any other requirements designed to protect the security of your use of the Service which are notified by us to you in any other way.

3. YOUR AUTHORITY TO US TO CARRY OUT INSTRUCTIONS

3.1 You agree that the use of the Security Codes agreed between us for the Service is adequate identification of you. We are entitled to act on instructions (using the Security Codes via the Service) without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorised by you.

Your liability for unauthorized instructions

3.2 We will not be liable for misuse of your Password by someone to give unauthorized instructions purporting to come from you provided that you prove to our satisfaction that you have:

3.2.1 ensured to our complete satisfaction that all the security procedures described in sections 2.1 to 2.3.4, inclusive and 2.5 to 2.8 inclusive have been faithfully observed; and

3.2.2 notified us that your Password is or might be known to someone else in accordance with section 2.3.5. prior to the unauthorized transactions.

3.2.3 you will be held liable for all losses and expenses due to unauthorized use if you have acted fraudulently or, with gross negligence, with intentional misconduct or if you are in default of any of the security obligations described in sections 2.1 to 2.3.4 inclusive and 2.5 to 2.8 inclusive or the notification requirements of section 2.3.5.

3.3 You will not be responsible nor have any liability for any instruction that is not authorised by you but is given using your Security Codes if:

3.3.1 such instruction is given after you have notified us that you have discovered or suspect that your Password is known to someone else in accordance with section 2.3.5; or

3.3.2 your Password has become known to the person giving the unauthorized instruction as a result of our failure to comply with clause 6.1 or any gross negligence or willful default on our part.

Acting on your instructions

3.4 You must not use the Service to create an unauthorized overdraft on any of your accounts maintained with the Bank and we are entitled to refuse to accept any instruction that would do so. If an unauthorized overdraft is created, we may take any action we think fit and charge any mark- up, damages and charges to the account in question (in accordance with the terms and conditions of that account).

You agree that:

3.4.1 it is your responsibility to make sure that no unauthorized overdrafts are created; and

3.4.2 you will not rely on the operation of the Service to prevent an unauthorized overdraft being created. In particular, you must remember that your cheques and any payment instructions you have given via the Service might take time to clear and might not always be immediately reflected in the balance on your account.

3.5 When we receive a transaction instruction from you through the Service, we will be entitled to debit any payment plus any charges payable for the transaction from the account you have specified. Once you have given an instruction through the Service, you will not be able to reverse it. We will be under no obligation:

3.5.1 to reverse an instruction you have given; or

3.5.2 to accept an instruction that is conditional or reversible or which requires us to pay a third party sooner than we would be able to pay them following our normal banking practices.

However, if you do ask us to reverse an instruction after you have given it, we may at our discretion try to do so to the extent that this is possible under the rules and practices of the banking system / applicable laws. You agree that you will be responsible for any costs we incur as a result.

3.6 We may, when we believe we are justified in doing so:

3.6.1 refuse to carry out an instruction given via the Service; or

3.6.2 require written confirmation from you of a particular instruction.

If we come to believe that an instruction may not have been properly authorized by you, we will be entitled, after making reasonable efforts to check whether it was properly authorized, to take

steps to reverse any action taken on the basis of that instruction. We will not be responsible for any loss direct / indirect to you that results from such a reversal.

3.7 When you give an instruction via the Service, we will act on that instruction in accordance with the cut-off times notified to you through the Service. From time to time we may notify you of changes to these cut-off times. Instructions given at any other time may not be acted on until the next Business day.

4. IF YOU HOLD ANY JOINT ACCOUNTS

The Service may not presently be used by you with joint accounts, if the mandate requires all parties to sign. You may only use joint accounts for this service if the mandate states "either to sign".

5. OPERATING TIMES, CHANGES AND DISRUPTIONS

5.1 We shall take reasonably practicable steps to have the Service usually available for use. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Service to be available during its normal operating hours.

5.2 In connection with the Service, we are entitled at any time to:

5.2.1 change the mode of operation; or

5.2.2 add to, remove or otherwise change, end or suspend any of the facilities available; or

5.2.3 end the Service.

If we decide to change or end the Service, we will try to give you 30 days notice or whatever shorter period of notice may be reasonable in the circumstances.

5.3 Bank will not be responsible if you are unable to gain access and/or use Services due to reasons beyond the Bank's control, including with limitation, any computer, telecommunication, electrical, technical or network failure or malfunction and routine maintenance/update requirements.

6. THE EXTENT OF OUR LIABILITY FOR YOUR LOSS OR DAMAGE

6.1 We will take reasonably practicable steps to ensure that our systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.

6.2 We will not be liable for any loss or damage to you as a result of making the Service available to you, including any direct, indirect, consequential or special loss, even if we have been advised of the same. Examples of circumstances in which we will NOT be liable to you for loss or damage resulting to you through the use of the Service include (but are not limited to):

6.2.1 acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else (but please see sections 3.2 and 3.3 which explain the exceptions to this rule); and

6.2.2 any incompatibility between Your System and the Service; and

6.2.3 any machine, system or communications failure (except where such failure should have been prevented by the risks control and arrangement measures had we adopted such measures in accordance with clause 6.1), industrial dispute or other circumstances beyond our control that leads either to the Service being totally or partially unavailable or to instructions given via the Service not being acted upon promptly or at all; and

6.2.4 you relying on any financial information or otherwise provided as part, or by means, of the Service; and

6.2.5 any misuse of Your System by you or anyone else; and

6.2.6 any access to information about your Eligible Accounts which is obtained by a third party as a result of your using the Service (except where that access is obtained as a result of our negligence or our willful default).

6.2.7 execution of your instructions being delayed or not being acted upon by the Bank.

6.3 The Bank will in no event be liable for any damages, including without limitation direct or indirect loss, special, incidental, or consequential damages, losses or expenses arising in connection with these Services at our site or linked site or use thereof or inability to use, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if the Bank's representatives thereof are advised of the possibility of such damages, losses or expenses. However, in the event that we are held liable for any loss or damage to you as a result of your use of the Service, we shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by our gross negligence or willful default. Please note that the Service has no facility for you to let us know that it is especially important to you that a transaction is carried out by a particular time. If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must speak to our staff on 0302-740100

6.4 The information and material contained in this Site, including text, graphics, links or other items are provided "as is", "as available". The Bank/Group does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and material. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

6.5 You shall indemnify us, our employees and our nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, or other levies and legal costs as between solicitor and client (on a full indemnity basis) and other liabilities which we may incur or suffer from or by reason of your use of the Service.

7. IF YOU BREAK A TERM OF THIS AGREEMENT

You must compensate us for any loss we suffer as a result of your breaking any term and conditions of this agreement.

8. ENDING YOUR USE OF THE SERVICE

8.1 You may cancel your use of the Service at any time by giving us written notice (or in any other way as provided herein or as we notify you about from time to time).

8.2 If you have multiple Eligible Accounts, you may not cancel the Service solely in respect of any one Eligible Accounts, unless you are notified by us to the contrary in writing.

8.3 We reserve the absolute right at any time to cancel the Services with or without assigning any reason, with or without giving any prior notice to you at our discretion.

8.4 If your use of the Service comes to an end for any reason, this will not affect any instructions you have already given via the Service.

9. ABOUT OUR CHARGES

9.1 We are entitled:

9.1.1 to charge you fees and charges for the Service; and

9.1.2 to change those fees and charges from time to time by giving you a 7 days notice to that effect or by effecting such change through the Bank's schedule of charges. If we give you such a notice, you will not have to pay any proposed increase so long as you cancel your use of the Service during the 7day notice period. However, your continued use of the Service after the 7 day notice period or after publication of the change in fees and charges in the Bank's schedule of charges shall be conclusively deemed to be your acceptance of such changed fees and charges.

9.2 To avoid any doubt, please note that the references to fees and charges in section 10.1 only apply to our charges for providing the Service. They do not apply to any charges for particular banking or other services we might provide in response to your requests via the Service. We will be happy to provide you with details of our charges for particular banking or other services on request.

10. OUR RIGHT TO MAKE CHANGES TO THIS AGREEMENT

10.1 We have the absolute right to change the terms and conditions of this agreement at any time by giving you notice either in writing, by placing prominent notices at our offices or branches for a period of

15 days or by sending you a message via the Service. Your own rights to use the Service will not be affected by the change until you have actually received the notice.

10.2 We will give you 15 days notice of any change before it takes effect, except when notice has to be shorter in order to protect the security of the Service or in other circumstances beyond our control. Once you have received notice of any change in the terms of this agreement, we will treat your subsequent use of the Service as your acceptance of the change (but please remember, you have the right to end your use of the Service at any time).

11. THE VALIDITY OF THE TERMS OF THIS AGREEMENT

11.1 If any one or part of the terms of this agreement proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms.

11.2 We believe the terms of this agreement are fair. If any one or part of them proves to be not legally valid because it is unfair or for any other reason, we are entitled to treat that term as changed in a way that makes it fair and valid.

11.3 If one of the terms of this agreement is unenforceable against one of the customers signing this agreement, this will not in any way affect the enforceability of that term against the other signatories.

11.4 If we relax any of the terms of this agreement once, this may be on a temporary basis or as a special case only. Such relaxation will not affect our right to enforce that term strictly at any other time.

12. COMMUNICATIONS BETWEEN US

12.1 Except for situations where this agreement refers to your giving us notice by telephone, you should give us any other formal notice in connection with the Service in writing (in hard copy form) to any of our branches in Ghana where you maintain an account (or any other address we may notify to you from time to time for this purpose).

12.2 You further authorize us to act on the verbal instructions communicated to a representative of the bank over the telephone. We reserve the absolute right to verify your identity over the telephone. You will be liable for any and all transactions made after the standard verification by the Bank's representative and will not hold the Bank for acting upon such instructions.