

**(A) INDIVIDUAL CURRENT/ SAVINGS ACCOUNT MANDATE**

I/We hereby authorise and request you to:

1. open a current/ savings account in my/our name and at any time subsequently, to open further accounts as I/We may direct. I/We understand and agree that you may at your discretion and without giving any reason thereto decline to accept my/our account application. I/We also understand that until such time that you shall inform me/us in writing of the relevant Account number, no account relationship is established with you.

2. honor such cheques or other orders which may be drawn on the said account provided such cheques or orders are signed by me/us and to debit such cheques or order to the said account whether such account be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit without prejudice to your right to refuse to allow any overdraft or increase of overdraft and in consideration, I/We agree;

a. to assume full responsibility for the genuineness, correctness, and validity of all endorsements appearing on all cheques, orders, bills, notes, negotiable instruments and receipts or other documents deposited in my/our account and in the same vein, I/We assume full responsibility for the safeguarding of my cheque book so that unauthorised persons are unable to gain access to it; neglect of this precaution may be a ground for any consequential loss being charged to my/our account;

b. to be responsible for the repayment of any overdraft with interest and to comply and be bound by the Bank's rules for the conduct of a current/ savings account which may be in force from time to time, and where this account is a joint account, our liability hereunder shall be joint and several;

c. to free the Bank from any responsibility for any loss or damage to funds deposited with it due to any future government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond our control.

d. you may withdraw your deposits only at the country where your account is located. However, we may from time to time allow withdrawals of deposits from your account to be made in other countries subject to conditions we may impose, and you agree that we may withdraw any such permission at any time without notice. You agree that such withdrawals are subject to market conditions and the laws and regulations governing the location of your account, and the location of the withdrawal.

e. to be bound by any notification of change in conditions governing the account directed to my/our last known address and any notice or letter sent to my/our last known address shall be considered as duly delivered and received by us/me at the time it will be delivered in the ordinary course of post;

f. that if a cheque credited to my/our individual current/ savings account is returned dishonoured, it may be transmitted to us/ me through our last known address either by the bearer or post;

g. that the Bank may at any time without assigning any reason with at least 30 (thirty) days' notice to me/us, close my account whether it be in debit or credit;

h. that the Bank will accept no liability whatsoever for funds handed to Bank representative outside banking hours or outside of the Bank's premises

i. that the Bank is under no obligation to honour any cheque's drawn on this account unless there are sufficient funds in the account to cover the value of the said cheques and I/We understand and agree that any such cheque may be returned to me/us unpaid but if paid, I am/I/We are obliged to repay the Bank on demand. The Bank reserves the right to exercise its discretion in confirming cheques before payment and without responsibility/ liability to proceed/ withhold payment of such cheque(s);

j. that I/We will make any disagreements with entries on my Bank Statements known to the Bank within 15 days of the dispatch of the Bank Statement. Failing receipt by the Bank of a notice of disagreement of the entries within 15 days from the day of dispatch of my Bank statement, it will be assumed by the Bank that the statement as rendered is correct;

k. that any sum standing to the credit of the current/ savings account shall bear interest charges at the rate fixed by the Bank from time to time. That Bank is authorised to debit from the account the usual bank charges, interest, commissions and any service charge set by the Bank from time to time;

l. that in the event that the Bank receives from myself/us ambiguous or conflicting instructions in connection with the account, the Bank may in its absolute discretion and without any liability act or decline to act as the Bank thinks fit;

m. that the Bank is authorised to accept for safe-keeping or for collection or for any other purpose any securities or other property deposited with the bank or received from or on behalf of myself/any of us/all of us and to release, deliver or give up any such securities or property so accepted against written instructions signed in the manner described herein;

n. that in the event of death of any one or more of us, the credit balance at that date on our account together with any security or property deposited with the Bank relating to such joint account shall be held to the order of the remaining account-holder(s) but subject to any claim, right, lien, charge, pledge, set-off, howsoever arising which the Bank may have in respect of the liability (ies) of any of the accountholders including the deceased.

o. the Bank is entitled to demand the immediate repayment with interest and commission and other banking charges, costs and expenses including any legal costs incurred in connection with any Account that is overdrawn and/or/any garnishee orders or any expenses whatsoever at such rates as may be determined by the Bank from time to time in its absolute discretion.

p. that all interest paid to individuals are tax exempt. Interest paid to institutions are however taxable per the tax laws of Ghana.

q. that unless otherwise stated in an additional terms and conditions for specially negotiated rate Fixed Deposits, premature dis-investment of Fixed Deposits do not attract any penalty.

r. that the Bank may at any time, at its sole discretion, change the fees and charges that apply for the use of any or all of the facility, under a notice to the Customer through our branches and/or website [www.sc.com/gh](http://www.sc.com/gh)

3. I/We also agree that in addition to any general lien or similar right to which you as bankers may be entitled by law, you may, at any time without notice to me/us, combine or consolidate all or any of my/ our accounts without any liabilities to you and set-off or transfer any sum or sums

standing to the credit of anyone or more of such accounts or any other credits, be it cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to me/us with you in or towards satisfaction of any of my/our liabilities to you or any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.

4. I/We also agree to the standards of confidentiality and security afforded to any information regarding me/us and my/our accounts and/or transactions to be reposed in the Credit Data Warehouse. I/We agree to the uses to which these items of information will be put in the conduct of business within the Standard Chartered Group or any of their affiliates/agents/advisers/regulators/assignees/partners or by my/our guarantor or third party service provider.

## **(B) TERMS AND CONDITIONS FOR OTHER SERVICES**

1. I/We agree that in the use of the SMS Banking services and VISA Electron Debit Card, the following additional terms & conditions will apply in addition to the general terms and conditions:

2. It is my/our responsibility to safeguard my/our mobile telephone handset and/or Card(s) and keep any confidential information, including but not restricted to security procedures, codes, and personal identifiers secret in order to prevent unauthorised and fraudulent use. Loss of the handset or card and/or suspicion of tampering must be reported immediately to the Bank.

3. Any verbal report of loss or suspicion of tampering must be followed, within 5 days, by a written notice to the Bank. The Bank will not be liable for any loss occurring from use of the service by unauthorised persons before such notification.

4. The Bank may charge a replacement levy for the issuance of a new card.

5. In the event that I/We wish to have an additional card for my/our account, I/We shall sign the mandate to indicate the additional user who will also be one of the account holders and shall sign the mandate to indicate same.

6. The Bank may cancel or invalidate a card without assigning any reason but I/We can voluntarily cancel a card with the necessary documentation and a confirmation in writing within 5 days of any verbal instruction to cancel.

7. Debit cards or cheque books not collected after 90 days of request shall be destroyed by the bank.

8. I/We agree that you may leave a message for me/us on an answering machine or facsimiles or with any person answering the phone or with an automated dialing system.

9. Text messages between us may be recorded / monitored so that you can have records of our transactions and maintain service quality.

10. The Bank is permitted to act on any instructions given by me/us or an authorized person provided the security procedures are followed. However, you may refuse to act on

any instruction if it is unclear or might be in breach of a law, regulation or contractual agreement between us.

11. The Bank will not be liable to me/us for any loss, indirect or consequential, incurred by not acting on my/our instructions, such failure being caused by force majeure, acts beyond our reasonable control.

12. The Bank shall give notice of any variation in operation, features, terms and conditions of the service and the times the service will be available.

13. I/We hereby confirm that we shall completely read and understand the instruction manual attached to the VISA Electron Card and will conform strictly to the details therein.

14. Any cards issued for this/these service(s) is/are the property of the Bank and shall be surrendered upon first demand; the rights and use of the Card(s) are not transferable in any form.

15. I/We agree to indemnify you against any loss, damage or liability which might occur as a result of non-compliance with the above and I/We shall be solely or jointly liable for any negligence, misuse, dishonesty or unlawful use whatsoever of the service provided herewith.

16. I/We agree to the use and disclosure of my/our information as set out in this notification.

17. I/We agree that all funds standing to the credit of my/our accounts are payable at any of the urban branches of the Bank in the country where my/our accounts are domiciled and that cash withdrawals of any foreign currency shall be subject at all times to availability.

## **(C) ELECTRONIC BANKING AND OTHER PRODUCTS**

1. The bank will from time to time introduce IT based products such as: internet banking, electronic banking, mobile banking, Visa electron or any other card based transactions, phone banking and other such electronic banking services. The customer agrees that upon signing up for such products or services, it will be bound by the digital, PIN code and other data recognition and security systems and terms of use that the Bank may employ and will comply with the relevant security procedures as the Bank may advise the Customer of, from time to time.

2. While the products may have specific terms and conditions, the following general terms will apply to all such products:

a. Where the product is internet based, the bank shall be entitled to rely on any digital signatures from the customer as valid authority for all transactions and the signature shall be conclusive evidence of the bank's authority to process the customer instructions provided all laid security procedures as encoding, pass words etc have been observed.

b. The customer shall at all times observe the security procedures relating to the cards, pin codes or any other security features relating to the product (s).

## **(D) DISCLOSURE CLAUSE**

The Customer hereby expressly consents to the disclosure by the Bank and/ or any of its officers or employees for any purpose of any information concerning the Customer including without limitation, information relating to its business, its accounts held with the Bank or another Group Member, or its relationship with the Bank or another Group Member to any of the following:

1. the head office of the Bank, any of its subsidiaries or subsidiaries of its holding company, affiliates, related corporations, representative and branch offices in any jurisdiction and related corporations (Permitted Parties);
2. the agents and independent contractors of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
3. any actual or potential participant or sub-participant in relation to any of the Bank's rights and/or obligations under any agreement between us, or assignee, novatee or transferee (or any agent or adviser of any of the foregoing);
4. any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to any Permitted Party
5. any court or tribunal or regulatory, supervisory, governmental, or quasi-governmental authority with jurisdiction over the Permitted Parties; or
6. any person to whom the bank is required or authorised by law or court order to make such disclosure;
7. any person who is under a duty of confidentiality to the Bank;
8. any bank or financial institution with which the customer has or proposes to have dealings;

#### **(E) CASH LODGEMENT**

Please note that the Bank, licensed under the Banking Act, is required to ensure that its business is not such that may bring Ghana into disrepute or damage its standing as a financial Centre and therefore is bound to comply with such constraints as the Central Bank of Ghana may require.

#### **(F) FAX/ EMAIL INDEMNITY AND STATEMENTS**

- a. Instructions must be given in writing. However, we may accept instructions by telephone, fax or through our electronic banking service. You are responsible for ensuring the accuracy and completeness of instructions.
- b. You acknowledge that all instructions given (and our records of those instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis they are in electronic form.

- c. We may accept your instructions by telephone, fax, or email through the our electronic banking services, and are entitled to treat any telephone, fax or email instruction as fully authorised and binding on you. We are not responsible for any loss you may incur as a result of giving us instructions via telephone, fax or email.
- d. You undertake to indemnify us and keep us indemnified in full against all or any loss, claims, demands, costs, damages, expenses and all other liabilities, we may incur as a result of accepting and acting on your telephone, fax and email instructions

#### **(G) SAVINGS ACCOUNT CONDITIONS**

1. The Savings account holder should make withdrawals in person. Exceptionally, the Bank may at its discretion and without responsibility, pay against the written order of the depositor duly authenticated.
2. Interest is payable on savings accounts on a minimum and maximum account balance which is determined by the Bank. Please check our branches and /or website [www.sc.com/gh](http://www.sc.com/gh) for the Bank's latest interest rates.
3. The Bank reserves the right to fix minimum amount which may be deposited at any one time, and also to limit the amount on which interest will be paid. Details of such limitations are available on request.
4. The Bank may require a depositor to close an account if, in the opinion of the Bank, the account is not being used as a bona-fide Savings Bank Account.
5. The Bank reserves the right to revise all Fees & Charges applicable for the services and the customer is bound by the same. Please check the Bank's latest tariff guide.

#### **(H) INDEMNITY**

I/We agree to indemnify fully the Bank against all costs and expenses (including legal fees) incurred by Bank in enforcing these terms and conditions and the recovery of any amounts due to the Bank or incurred by the Bank in any legal proceedings of whatever nature.

#### **(I) GOVERNING LAW**

These terms and conditions and the account(s) shall be governed by the Laws of Ghana. The Customer irrevocably submits to the non-exclusive jurisdiction of the Ghana Courts.

The Bank may, however, bring any action(s) before the Courts in any other jurisdiction.

#### **MOBILE BANKING**

##### **(A) Definition**

In these Terms and Conditions, the following terms shall have the following meanings:

“Facility” means the SMS banking facility granted by the Bank to the holder(s) of Standard Chartered Bank VISA/MasterCard and of any account and/or joint account and/or any other accounts or services as determined by the Bank from time to time (“Account(s)”) for access to information on Accounts as may be prescribed by the Bank from time to time and usage of products and/or services as may be made available and included on mobile phone by the Bank from time to time.

“Bank” means any branch in Ghana of Standard Chartered Bank (Ghana) Limited with which the Customer’s Account is maintained;

“Customer” means the person who holds an Account with the Bank;

“MSP” means any mobile service provider through whom the Customer or the Bank receives the mobile services as notified by the Bank.

“Service Provider (s)” definition includes but is not limited to MSPs, organizations or individuals whose services the bank uses in relation to SMS Banking Service in any capacity.

“PIN” means the 6 digit Personal Identification Number as provided to the Customer by the bank for authentication / verification by bank of his / her identity. The customer will be able to obtain a range of financial information as determined by the Bank related to his/her relevant Account(s) through the use of PIN and such other means of identification assigned to the Customer in connection with the Account(s) and Facility.

“Alerts” means the customized messages sent either by short messaging service / text (“SMS” over the Customer’s mobile phone, email, or fax or any other modes of communication.

## **(B) Availability**

The Customer has requested for this Facility which the bank at its sole discretion may discontinue at any time without any prior notice. The Facility is currently available only to resident Ghanaian Customers with Account(s) with the Bank. The Bank may wherever feasible extend the Facility to other MSP’s from time to time.

The customer assumes full responsibility for the security and confidentiality of his or her mobile phone, mobile phone number and PIN to be used in initially gaining access to his or her enrolled Account(s) through the use of his or her mobile phone.

The Facility may be extended by the Bank to any other accounts, products and / or services being offered by the Bank or otherwise at the sole discretion of the Bank from time to time.

The Bank also reserves the right to make any additions or deletions in the services offered through Facility at any time.

The customer shall inform the bank immediately on surrendering or discontinuing use of the MSP’s mobile connection.

## **(C) Process**

The Customer is duly bound to acquaint himself with the detailed process for using the Facility by acquainting him/herself with the attached operating instructions given to the customer upon registration in the product z-card. The Bank will not be held responsible for any error / omissions by the Customer.

The Bank may, at its discretion, from time to time change the features of any Alerts / Facility. The Customer will be solely responsible for keeping himself updated of the available Alerts, which shall, on best-effort basis, be notified by the Bank through its website or through any other legally recognized medium of communication.

The processing of registration forms and activation onto the service shall require a minimum of 72 hours upon submission of the form and the customer shall be notified via SMS upon registration.

The Bank is not bound to acknowledge the receipt of any query instructions nor shall the Bank be held responsible to verify any Instructions. The Bank shall endeavour to provide Instructions on a best effort basis and wherever operationally possible for the Bank.

The Customer is solely responsible for intimating in writing to the Bank any change in his mobile phone number and the Bank will not be liable for sending Alerts or other information over the Customer’s mobile phone number in any way whatsoever.

The Customer acknowledges that the Facility is dependent on the telecommunications infrastructure, connectivity and services within Ghana. The Customer accepts that timeliness, of Alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its Service Providers shall be liable vfor non-delivery or delayed delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.

The Bank shall endeavour to provide the Facility on a best effort basis and the Customer shall not hold the Bank or its Partner(s) responsible / liable for non-availability of the Facility or any loss or damage caused to the Customer as a result of use of the Facility (including relying on the Alerts for the Customer’s investment or business purposes). The Bank or its Service Providers shall not be held liable in any manner to the Customer in connection with the use of the Facility.

The Customer accepts that each Alert may contain certain Account(s) information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.

The Customer must keep their m-Banking Personal identification number (PIN) secret at all times. The Customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and / or in case of any unauthorized use of his/her m-Banking PIN.

The Customer must keep the SIM card and his/her Mobile phone in secure / safe custody at all times. The Customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and / or in case of any unauthorized use of his/her mobile phone or SIM card.

By agreeing to the Terms and Conditions of mobile banking, the Customer accepts the option to use the enhanced options, as and when they are made available by the Bank, which may include but not be limited to; transferring of funds, making bill payments, transferring from one currency to another. Upon the Bank offering the enhanced options, the Customer shall be advised the fees charged if any for the various enhanced options made available. Such Alerts shall be charged on a per transaction basis or otherwise as determined by the Bank.

#### **(D) Addition and Withdrawal or Termination of Facility**

The Bank reserves the right to introduce additional services with or without giving any notice to the customer. The Bank reserves the right to send messages to the registered Mobile phones regarding its products, services or any related matter, without the express consent of the customer.

The Bank may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Facility.

Notwithstanding the terms laid down in above clause, either the Customer or the bank may, for any reason whatsoever, terminate this agreement at any time upon prior written notice. Liabilities incurred by the Customer shall, however, survive the termination of this agreement.

#### **(E) Fees**

The Bank may at any time, at its sole discretion, charge a fee for use of any or all of the Facilities, under a notice to the Customer through any medium available.

Unless otherwise waived by the bank, the Customer shall pay the Bank, fees and charges for the use of the service. In this connection, the Bank is hereby authorized by the customer to debit any of the Customer's Account (s) with the Bank.

The Customer, shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with the receiving of the Alerts, which may be levied by the MSP as per the terms and conditions of the MSP and the Bank is in no way concerned with the same.

#### **(F) Disclaimer**

The Bank or its employee/contractual staff will not be liable for: (a) any unauthorized use of the Customer's PIN or (b) mobile phone number /instrument or unauthorized access to e-mails received at his notified email address for any fraudulent, duplicate or erroneous instructions given by use of the same; (c) acting in good faith on any instructions received by the Bank; (d) error, default, delay or inability of

the Bank to act on all or any of the instructions; (e) loss of any information/instructions /Alerts in transmission; (f) unauthorized access by any other person to any information /instructions given by the Customer or breach of confidentiality;

The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Customer and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or guarantee for timely delivery of the contents of each Alert.

The Bank shall not be held liable for any disruption or failure of providing mobile telecommunication services by MSP. The customer agrees that any complaint in connection with the failure of mobile telecommunication services shall be referred to and addressed by the MSP.

All responsibility of use of Facility by secondary cardholder/joint account holder shall be binding on all joint account holders.

#### **(G) Disclosure**

The Customer accepts that all information /Instructions will be transmitted to and /or stored at various locations and be accessed by personnel of the Bank (and its affiliates). The Bank is authorized to provide any information or details relating to the Customer or his Card Account to the MSPs Agents and or related parties or any other service providers so far as is necessary to give effect to any instructions.

#### **(H) Liability and Indemnity**

The Customer shall indemnify and keep the Bank and its Service Provider(s) free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of this agreement on the part of the Customer and/or a third party. In addition, the Bank shall not be liable for any expense, claim, loss or damage arising out or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures or ANY FORCE MAJEURE AS PROVIDED UNDER THE LAW.'

#### **(I) Amendment**

The Customer hereby, agrees to abide by any and all future modifications, innovations, amendments or alterations to these terms and conditions as notified from time to time.

#### **(J) Governing Laws**

These terms and conditions shall be governed by the Laws of Ghana.

#### **ONLINE BANKING**

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 through carefully.

This agreement:

- Is in addition to the terms and conditions that apply to the sole/joint accounts you may be accessing through the Service. Except as otherwise provided in Clause 4, 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; and
- Relates to individual accounts in your sole name, and accounts held jointly with other account holders with signing authorities on an “either or survivor” basis (“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.

#### **(A) THE ACCOUNTS ON WHICH YOU MAY USE THE SERVICES**

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.

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

#### **(B) YOUR RESPONSIBILITIES FOR SECURITY**

Online Banking is an easy and convenient way to manage your money, the service is also a target for IT FRAUDSTERS through various avenues. Be aware of some of the common Online Banking

##### **FRAUDSTER** scams:

**Phishing:** is the name given to emails that claim to be from your bank or other organizations but are actually sent to you by fraudsters to try and obtain your security details. Standard Chartered Bank will at no point request for your security access details over email.

**Spyware:** is a type of computer virus that can be installed on your computer without your knowledge. It is capable of monitoring your PC activity, enabling fraudsters to capture your passwords and other personal information. To make sure you don't become a victim of spyware; make sure you have up-to-date anti-virus and anti-spyware software installed.

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

To enable you to use the Service, the bank will give you a user identification code and an initial password and you may then choose your own Password for the Service. These are your Security Codes and both will be used to identify you whenever you access the Service. Safeguarding your Password and Security Codes

##### **In connection with your Security Codes:**

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;

- 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;
- You must take all reasonable steps to ensure that you safeguard your Security Codes at all times. You must not disclose any details of your Password to anyone else, not even to a member of our staff or to someone giving assistance on a technical helpdesk in connection with the Service;
- You must not record your Security Codes in a way that could make them recognizable by someone else as Security Codes;
- If you discover or suspect that your Security Codes 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 0302-740100-29 (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 Security Codes have been set up.

#### **Checking your statements**

If you become aware of any transaction on any of your accounts that has not been validly authorized 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 accounts, check all bank Statements for any unauthorized transactions.

#### **Other security safeguards**

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

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.

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.

You must comply with any other requirements designed to protect the security of your use of the Service which are notified by us in any way. Once notified if you continue to use the Service after notice of any such additional requirement, you will be deemed to have accepted such requirement.

#### **(C) YOUR AUTHORITY TO US TO CARRY OUT INSTRUCTIONS**

1. You agree that the use of the Security Codes for the Service is adequate identification of you. We are entitled to

act on instructions using the Security Codes without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorized by you. We shall call to verify all online instructions through our call centre. All Financial instructions and transactions will be carried out as per Standard Chartered Bank policy and local regulations as set by the Central Bank of Ghana or any statute. Acting on your instructions

2. You must not use the Service to create an unauthorized overdraft on any of your accounts 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 interest and charges to the account in question (in accordance with the terms and conditions of that account).

**You agree that:**

- It is your responsibility to make sure that no unauthorized overdrafts are created; and
- 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. 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:

- a. To reverse an instruction you have given; or
- b. 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. You agree that you will be responsible for any costs we incur as a result.

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

- a. Refuse to carry out an instruction given via the Service; or
- b. 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 but not obliged, 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 to you that results from such a reversal.

5. 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.

## 6. Telegraphic Transfers

a. It is understood that the Telex/ SWIFT messages are sent entirely at my/ our risk. The customer agrees to hold harmless and indemnify the Bank against any loss, cost damages, expense, liability or proceedings which the Bank may incur or suffer as a result of the Bank acting upon or delaying to act upon or refraining from acting upon the said instructions. The Bank shall not be liable for any loss, delay error, omission which may occur in the transmission of the message or for its misinterpretation when received or any delay caused by the clearing system of the country in which the payment is to be made or any act of default or negligence of the beneficiary's bank in collecting the remittance. In no event shall the Bank under any circumstances be liable for any loss of profits or contracts or special, indirect or consequential loss or damages.

b. For all transactions in foreign currency above the equivalent of USD 10,000 through the Online Banking channel, I agree to provide the transaction documentation upon demand from the Bank within 5 working days, which documents may be availed to CBK for examination purposes.

c. In the absence of specific instructions, the Telex / SWIFT transfer will be effected in the currency of the country in which the payment is to be made. In case the currency of the Account to be debited is not mentioned, the Bank will effect the transfer to the debit of the customer account in the order of: a) Same currency account as the currency of the transfer, if available b) GHS account c) Any currency Account maintained with the Bank, at the discretion of the Bank.

d. In the absence of specific instructions, all charges/ commissions outside Ghana are for the beneficiary's Account. The customer may be unable to obtain full value under a demand draft/ telegraphic transfer on account of exchange or other restrictions applicable in the country of payment or to the paying bank or charges and fees of the paying bank.

e. The Bank reserves the rights to send this telex transfer from a different place other than the one specified by the remitter if operational circumstances so require.

f. Encashment of the remittance is subject to any exchange control or other restrictions which may be imposed by the rules and regulations of the country where encashment to be made. Neither the Bank nor its correspondents or agents shall be liable for any loss or delay caused by any such rules and regulations.

g. The bank will use reasonable endeavours to process applications received by bank before specified cut-off time notified by the receiving branches or centres from time to time. Applications received after such cut-off time will be processed on the next working day. For this purpose all holidays and Fridays are non-working days.

h. The Beneficiary's Bank BIC Code / Sort Code / Fed wire ID / CHIPS UID or any such code mentioned by the remitter will be considered as correct the remittance will be effected accordingly, assuming correctness of the given codes.

i. Telegraphic transfers will be effected with SPOT value (two business days after the date of receipt of request by the Bank). Applications for the same days value are subject to the time when the application is

received, as well as cut off time related to the geographical location of the payment destination.

j. The Bank reserves the right to revise all remittance charges from time to time without prior notice.

k. If a Demand Draft/ Cashier Order is lost or stolen the Customer agrees to provide the Bank with an indemnity acceptable to the Bank. In case where the Draft is directly dispatched to the beneficiary, neither the Bank nor the Branches or Correspondents are responsible for any delay, mistake or commission caused by the Telegraphic or Postal authorities and that in the event this draft is lost or stolen the Bank is not liable for immediate refund.

l. If the transfer authority is submitted by postal or messenger service or by fax (or otherwise than by the Customer in person) the Bank may act upon authority ("Instruction") and may presume that they are genuine and accurately represent the wishes of the Customer with or without the actual knowledge or instructions of the Customer. The Bank has no duty to verify the fact or genuineness of the instructions.

m. If a refund of the remittance amount is desired from the Bank by the applicant, after receipt of funds from the beneficiary's Bank, the Bank shall, at its discretion make the payment to the applicant at the prevailing buying rate for the relevant currency less all charges and expenses.

#### **(D) IF YOU HOLD ANY JOINT ACCOUNTS**

Save as provided otherwise and without prejudice to the general Terms and Conditions governing your joint accounts with the Bank (if any), the Service may be used by you as a joint account holder provided you continue to have signing authority on an "either or survivor" basis and the Bank has provided you with a personal PIN number. Should the signing authority in respect of any joint account change, you will cease to use the Service in respect of that account and have the obligation of advising the Bank immediately.

#### **(E) OPERATING TIMES, CHANGES AND DISRUPTIONS**

We shall take reasonably practicable steps to have the Service be 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.

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

- a. change the mode of operation; or
- b. add to, remove or otherwise change, end or suspend any of the facilities available; or
- c. End the Service. If we decide to change or end the Service, we will try to give you 14 days notice or whatever shorter period of notice may be reasonable in the circumstances.

#### **(F) SERVICE SOFTWARE AND HARDWARE**

##### **Software compatibility**

Each time you access the Service, it may automatically provide Your System with the Service Software necessary to enable you to access and operate the Service. Alternatively, the Service Software may be supplied to you in some other

way. It is your responsibility to ensure that the Service Software supplied to you is compatible with any computer or other device from which you access the Service and any software on that computer or other device. If it is not, you must compensate us for any loss we suffer as a result. We shall not be liable to you for any loss you suffer as a result of any incompatibility between the Service Software and any computer or other device from which you access the Service.

##### **Protecting against Viruses**

You must take all reasonably practicable measures to ensure that any computer or other device from which you access the Service is free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. The Service can be accessed through the Internet or other communication channels as the case may be, public systems over which we have no control. You must therefore ensure that any computer or other device you use to access the Service is adequately protected against acquiring Viruses.

##### **Using other people's devices**

You must not access the Service using any computer or other device which you do not own unless you have first obtained the owner's permission to do so. If you break this rule, you must compensate us for any loss we suffer as a result.

##### **Access through third party services**

We cannot be responsible for any services through which you access the Service that are not controlled by us, or for any loss you may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and pay all the charges connected with it.

##### **Ownership rights in connection with the Service Software and other information**

By supplying you with the Service Software to access the Service, we are granting you a non-exclusive, non-transferable, temporary license to use the Service Software for the purpose of accessing the Service, and for no other purpose. The Service Software and all other material and information supplied to you contain valuable information that belongs to us or others. You must not:

- a. use them except in connection with accessing the Service;
- b. take copies, sell, assign, commercially rent, sub-license, otherwise transfer them to any third party; or
- c. try to decompile, reverse engineer, input or compile any of the service Software.

If you access the Service from a country outside Ghana, you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any license needed for the import / export of the Service Software to that country.

##### **(G) THE EXTENT OF OUR LIABILITY FOR YOUR LOSS OR DAMAGE**

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.

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):

- a. 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
- b. any incompatibility between Your System and the Service; and
- c. 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 7.1), 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
- d. you relying on any financial information provided as part, or by means, of the Service; and
- e. any misuse of Your System by you or anyone else; and
- f. any access to information about your 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).

In the event that we are 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 **+302 740100**

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.

#### **(H) IF YOU BREAK A TERM OF THIS AGREEMENT**

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

#### **(I) ENDING YOUR USE OF THE SERVICE**

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

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

We have the right to end or suspend your use of the Service at any time. We will usually give you at least 30 days notice. However, we may give you a shorter period of notice or no notice if we consider it necessary, for example because of security concerns in connection with your use of the Service or because we are concerned that you have used or may use the Service for unlawful purposes or to create an unauthorized overdraft or otherwise to operate any of your accounts in breach of your arrangements with us.

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.

#### **(J) ABOUT OUR CHARGES**

We are entitled

- a. to charge you fees and charges for the Service; and
- b. to revise those fees and charges from time to time by giving you at least 30 days notice. 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 30-day notice period. However, your continued use of the Service after the 30-day notice period shall be conclusively deemed to be your acceptance of such changed fees and charges.

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.

#### **(K) OUR RIGHT TO AMEND THIS AGREEMENT**

We have the right to change the terms of this agreement at any time by giving you notice either in writing, by placing prominent notices at our offices or branches or by sending you a message via them Service.

- a. We will give you 30 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.

#### **(L) THE VALIDITY OF THE TERMS OF THIS AGREEMENT**

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.

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.

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

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.

#### (M) COMMUNICATIONS BETWEEN US

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 Service Quality Department, Standard Chartered Bank, P.O. Box 768 Accra, Ghana (or any other address we may notify to you from time to time for this purpose).

Any complaints in connection with the Service should be directed to Service Quality Department, Standard Chartered Bank, P.O. Box 768, Accra, Ghana (or any other address we may notify to you from time to time for this purpose).

Electronic mail is not a completely reliable or secure method of communication and you must not use it for sending us:

- a. notices in connection with the terms of this agreement; or
- b. sensitive communications, such as payment instructions (payment instructions should be sent through the Service in accordance with the terms of the relevant account which you hold with us).

If we need to send you a notice, we will use the address you have given us most recently in connection with your bank accounts.

#### (N) SERVICE QUALITY: RECORDING YOUR CALLS AND INSTRUCTIONS

To protect both our customers and our staff, and to help resolve any disputes between you and us, you acknowledge and agree that:

- a. we will record all telephone conversations between us and customers of the Service; and
- b. we will keep a record of all instructions given by customers via the Service; and
- c. we may listen to telephone calls made in respect of the Service in order to assess and improve the quality of the Service.

#### (O) OUR ADVERTISING

From time to time we may advertise our own products and services, and those of other companies in the Standard Chartered Bank group, and any other group and/or company that Standard Chartered Bank may have arrangement with, through the Service. If, in connection with other agreements with us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to these advertisements.

#### (P) THE LAW GOVERNING THIS AGREEMENT

This agreement is governed by the laws of Ghana. Both parties agree to submit to the non exclusive jurisdiction of the

courts of Ghana in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction which is appropriate.

#### (Q) DEFINITIONS: THE MEANING OF SOME WORDS AND PHRASES USED IN THIS AGREEMENT

Some words and expressions used in this agreement have particular meanings as follows:

“**Password**” means the Electronic Banking Personal Identification Number or secret number chosen by you (or if you do not elect to change it, the initial secret number given to you) that is used to confirm your identity whenever you use the Service.

“**Security Codes**” means the user identification code with the Password details agreed between you and us that are used to identify you whenever you use the Service.

“**Service**” means the services provided by us which enable you to obtain information from us and give instructions to us by computer, telephone, mobile telephone, personal digital assistant or other device linked to our system by any means (among other things).

“**Service Software**” means any software supplied to you whenever you access the Service and any other software we supply to you for the purpose of accessing the Service from time to time.

“**Statement**” means bank statement, contract or translation note, confirmation notice for Investment Services, or any of these or similar documentation, as applicable, depending on the service.

“**We/us/our/Bank**” refers to Standard Chartered Bank Ghana Limited (“SCBGL”), a company incorporated under the laws of Ghana whose registered office is located at the Standard Chartered Bank Building, High Street, Accra.

“**You/your**” means you, the customer, who is registered by us to use the Service.

“**Your System**” means the equipment and software contained on such equipment used by you to access the Service.

#### GENERAL DISCLOSURE TERMS

##### YOUR CONSENT TO OUR DISCLOSING CERTAIN CONFIDENTIAL INFORMATION ABOUT YOU

1. You consent to each member of the Standard Chartered Group, its officers, employees, agents and advisers disclosing information relating to you (including details of our banking agreements, the accounts, the products or any other arrangement with us) to:
  - a. any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over the permitted parties;
  - b. any regulator or tax authority where necessary to establish any tax liabilities in any jurisdiction pursuant to orders, agreements with regulators or authorities or otherwise;

- c. any agent, contractor or third party service provider, or any professional adviser of the Bank or another Group Member;
- d. any guarantor, or third party security provider of the Customer;
- e. any regulatory, supervisory, governmental, or quasi-governmental authority with jurisdiction over the Bank or another Group Member;
- f. any actual or potential participant or sub-participant in, or assignee, novatee, or transferee of, any of the Bank's rights and/ or obligations in relation to the Customer;

2. You consent to the recipients of the information we disclose, using and transferring the information where it is necessary to:

- a. provide you with services in connection with a product;
- b. monitor our compliance with law, agreements with any regulator or any authority and our and the Standard Chartered Group's policies; or
- c. support our and the Standard Chartered Group's business, financial and risk monitoring, planning and decision making.

3. Each time we offer a product to you or you use a product, we rely on the information you give to us. It must be correct, complete and not misleading.

- a. You must notify us if you become aware that any information you have given changes, is incorrect or misleading.

4. Blocking Accounts or withholding of funds

We may block any account (and later remove the block) at any time or withhold amounts in any account at any time, if an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies associated with any applicable order or sanction of an authority.

5. Complying with orders and directives

If we are served or issued with any of the following:

- court orders;
- directives issued under law, regulators, authorities or agreements with any regulator or any authority,

we will act in accordance with them and you must not commence proceedings against us in relation to our actions.

6. Currency conversion on judgment debt, orders, directives issued under law or regulator

If a judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or proof of debt for or the recovery of an amount in connection with our banking agreement is expressed in a currency other than that in which the amount is due under our banking agreement, then you indemnify us against:

- any difference arising from converting the other currency if the rate of exchange we use under our banking agreement for converting currency when we receive a payment in the other currency is less favourable to us than the rate of exchange used for the purpose of the judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or acceptance of proof of debt; and
- the costs of conversion.

7. Nothing in our banking agreement requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policy or any applicable law, regulation or requirement of any authority.

Declaration

I/We confirm that I have read and understood the terms and conditions governing the opening, operation and closure of the accounts with Standard Chartered Bank Ghana Limited and agree to be bound by it.

Customer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Terms and Conditions