# **Account opening application**

For Personal/Joint customers only





# Personal Banking Application to open a Personal Account

|                         |                |             |                |               |                     | Date (DD-MM-YYYY                           | Y)                     |  |                            |
|-------------------------|----------------|-------------|----------------|---------------|---------------------|--|------------------------|--|----------------------------|
| Branch                  |                |             |                |               |                     | CIF number                                 |                        |  |                            |
| Account number          |                | 1 1 1       |                |               |                     | Account number                             |                        |  |                            |
| Account number          |                |             |                |               |                     | Account number                             | . [                    |  |                            |
| Section 1 - Requ        | irements       | for openi   | ng accou       | nts           |                     |  |                        |  |                            |
| All information is f    |                |             |                |               |                     | •  | and c                  | onfidential.                                       |                            |
| A passport siz          | •              |             |                | ase of a sav  | ings acco           | unt).                                      |                        |  |                            |
|                         | otocopied a    | nd returne  | d to custom    |               |                     | photo ID can be a<br>tificate (for minors) |                        | ne following: driver's licens                      | se, passport (mandatory    |
|                         | ny of the foll | owing: util | ty bill in app |               |                     |  |                        | al agreement where utility of residential address. | bill is not in applicant's |
| Section 2 - Acco        |                |             |                | ionario orași |                     | or a projection comm                       | Tida tida              |  |                            |
| Account type            | ant actain     |             | nt Account *   | (Kindly con   | nplete the          | Appendix 1 form if                         | more th                | nan two persons)                                   |                            |
| Current Accour          | nt             |             | vings Accou    | at [          | Trans               | act Plus                                   |                        | Student Account                                    | Trust Account              |
| Bonus Investm           | ent            |             | l Account      |               | =                   | Notice Deposit Account                     |                        | Fixed Deposit                                      | ContractSave               |
| Interest Application    |                |             | nthly          |               | Quart               | •  |                        | Semi Annually                                      | Annually                   |
| Purpose of Account      |                |             |                |               |                     | Rollover option                            |                        |  |                            |
| Currency Type           | GH¢            | USD         | GBP            | EUR           | ZA                  | R CNY                                      |                        | Other (please specify)                             |                            |
| Section 3 - Perso       | onal detail    | s           |                |               |                     |  |                        |  |                            |
| Title                   | Surnam         | e           |                |               |                     | First name                                 |                        |  |                            |
| Maiden name (if app     | olicable)      |             |                |               |                     | Other names                                |                        |  |                            |
| Place of birth          |                |             |                |               |                     | Mother's maiden n                          | ame                    |  |                            |
| Date of birth (DD-MM-   | YYYY)          |             |                |               | Gender              | Male                                       |                        | Female   |                            |
| ID type                 | Driver's lie   | cense       | Passpo         | ort           | Voter's I           | D NHIS                                     | card                   | National ID card                                   | Birth certificate          |
| Marital status          | Single         |             | Marrie         | b             | Divorced            | l Widow                                    | red                    | Separated  | Others                     |
| Marriage Type           | Common         | Law         | Tradition      | onal          | Others (            | please specify)                            |                        |  |                            |
| ID Number               |                |             |                |               |                     | Nationality                                |                        |  |                            |
| Country of issue        |                |             |                |               |                     |  |                        |  |                            |
| Issue date (DD-MM-YY    | YY)            |             |                |               |                     | Expiry date (DD-мм-                        | YYYY)                  |  |                            |
| Country of residence No |                |             |                |               | Non-Ghanaians (W    | ork per                                    | rmit/residence permit) |  |                            |
| Permit issue date (D    | D-MM-YYYY)     |             |                |               |                     | Permit expiry date                         | (DD-MM-                | YYYY)  |                            |
| Place of issue          |                |             | Hom            | etown         |                     |  | ;                      | SSNIT Number                                       |                            |
| Cellphone number        |                |             |                |               |                     | Alternative contact                        | numbe                  | er   |                            |
| Email address           |                |             |                |               |                     | Fax number                                 |                        |  |                            |
| House number            |                |             |                |               |                     | Street name                                |                        |  |                            |
| Name of community       | ,              |             |                |               |                     | Nearest landmark                           |                        |  |                            |
| Town/city Livi          |                |             |                |               | Living at address s | ince (DI                                   | D-MM-YYYY)             |  |                            |
| Proof of address (inc   | dicate type    | and serial  | number)        |               |                     |  |                        |  |                            |
| Metropolitan, Munici    | ipal District  | Assembly A  | Area (MMD)     | A)            |                     |  |                        |  |                            |
| Postal address          |                |             |                |               |                     |  |                        |  |                            |

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| Employment details  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|
| Employer's name   |  |  |  |  |  |  |
| Employed Self Employed Retired Student Others (Please specify)                                |  |  |  |  |  |  |
| Length of period with current employer Salary/Expected income                                 |  |  |  |  |  |  |
| Employer's address  |  |  |  |  |  |  |
| Nearest Landmark City/Town  |  |  |  |  |  |  |
| Region MMDA   |  |  |  |  |  |  |
| Nature of business Office phone number  |  |  |  |  |  |  |
| Mobile number Employer's contact person   |  |  |  |  |  |  |
| Employer's email address  |  |  |  |  |  |  |
| Employment start date (DD-MM-YYYY) Gross Income   |  |  |  |  |  |  |
| Employee's ID number  |  |  |  |  |  |  |
| Net income bands Below GH¢ 700 GH¢ 700 - GH¢ 3,499 GH¢ 3,500 - GH¢ 9,999 GH¢ 10,000 and above |  |  |  |  |  |  |
| Expected account activity   |  |  |  |  |  |  |
| Level of deposits (amount) GH¢  Frequency of deposits   |  |  |  |  |  |  |
| Expected monthly income from other sources  Main source of income                             |  |  |  |  |  |  |
| Occupation/profession Frequency of withdrawals  |  |  |  |  |  |  |
| Name of Associated Business(es) 1 and 2  Type of Associated business                          |  |  |  |  |  |  |
| Associated Business Address   |  |  |  |  |  |  |
| Details of next of kin  |  |  |  |  |  |  |
| Gender Male Female Title Surname  |  |  |  |  |  |  |
| Gundino   |  |  |  |  |  |  |
| Middle Name First Name  |  |  |  |  |  |  |
| Relationship  Phone Number (2)  |  |  |  |  |  |  |
| Phone Number (1) Phone Number (2)   |  |  |  |  |  |  |
| Residential Address   |  |  |  |  |  |  |
| MMDA Region  Second applicant (in the case of a joint account)                                |  |  |  |  |  |  |
|   |  |  |  |  |  |  |
| Title Surname First name  Maiden name (if applicable) Other names                             |  |  |  |  |  |  |
| Occupation/profession Mother's maiden name  |  |  |  |  |  |  |
| Date of birth (DD-MM-YYYY)  |  |  |  |  |  |  |
| Gender Male Female  |  |  |  |  |  |  |
| ID type Driver's license Passport Voter's ID NHIS card National ID card Birth certificate     |  |  |  |  |  |  |
| Marital status Single Married Divorced Widowed Separated                                      |  |  |  |  |  |  |
| Marriage Type Common Law Traditional Others (please specify)                                  |  |  |  |  |  |  |

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| Second applicant (Continued)   |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
| Personal ID  | Nationality  |  |  |  |  |  |
| Country of issue   |  |  |  |  |  |  |
| Issue date (DD-MM-YYYY)  | Expiry date (DD-MM-YYYY)   |  |  |  |  |  |
| Country of residence   | Non-Ghanaians (Work permit/residence permit)                           |  |  |  |  |  |
| Permit issue date (DD-MM-YYYY)   | Permit expiry date (DD-MM-YYYY)  |  |  |  |  |  |
| Place of issue Hometown  | SSNIT Number   |  |  |  |  |  |
| Cellphone number   | Alternative contact number   |  |  |  |  |  |
| Email address  | Fax number   |  |  |  |  |  |
| House number   | Street name  |  |  |  |  |  |
| Name of community  | Nearest landmark   |  |  |  |  |  |
| Town/city  | Living at address since (DD-MM-YYYY)                                   |  |  |  |  |  |
| Proof of address (indicate type and serial number)                       |  |  |  |  |  |  |
| Metropolitan, Municipal District Assembly Area (MMDA)                    |  |  |  |  |  |  |
| Postal address   |  |  |  |  |  |  |
| Employer's name  |  |  |  |  |  |  |
| Employer's address   |  |  |  |  |  |  |
| Nearest landmark   | City/Town  |  |  |  |  |  |
| Nature of Business   | Length of period with current employer                                 |  |  |  |  |  |
| Gross income   |  |  |  |  |  |  |
| <b>Net income</b>  | GH¢ 3,500 - GH¢ 9,999  |  |  |  |  |  |
| Employer's contact person  Employment start date (DD-MM-YYYY)            |  |  |  |  |  |  |
| Main source of income  |  |  |  |  |  |  |
| Section 4 - Application for other products/services (please to           | ck where applicable)   |  |  |  |  |  |
| ATM Debit card Mobile banking Cheque boo                                 | ck E-Zwich card E-Statement  |  |  |  |  |  |
| Internet Banking Email alert SMS alert Cellphone Banking                 |  |  |  |  |  |  |
| Statement Frequency Monthly Quarterly Yearly                             |  |  |  |  |  |  |
| Email address Primary cellphone number                                   |  |  |  |  |  |  |
| *Pricing Options Pay as you transact Bundle Rebate (subject to approval) |  |  |  |  |  |  |
| Our products and services, and the terms under which they are off        | ered, may change. We will inform you within a reasonable time of these |  |  |  |  |  |
| changes, if you have questions or need more information kindly co        | ntact your branch.   |  |  |  |  |  |
| Section 5 - Debit Card   |  |  |  |  |  |  |
| Blue electron Silver   | Gold Private Banking   |  |  |  |  |  |
| Daily ATM withdrawal   | (default is <b>GH¢</b> 1,000)  |  |  |  |  |  |
| Please link the following accounts to my debit card                      |  |  |  |  |  |  |
| Type of account Name of account h  | older Account number   |  |  |  |  |  |
| 1  |  |  |  |  |  |  |
| 2  |  |  |  |  |  |  |
| 3  |  |  |  |  |  |  |
| 4  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

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| Section 6 - Internet Banking  |   |  |  |  |
|---|---|--|--|--|
| Registration  |   |  |  |  |
| User ID (should be alphanumeric and not less than 8 characters)   |   |  |  |  |
| Section 7 - Other products  |   |  |  |  |
| We would be delighted to introduce other products to you. Kindly tick   | against any of the under listed products that would interest you.   |  |  |  |
|   | domo Loono  |  |  |  |
| Vehicle and Asset Finance   | Diverdraft Bancassurance  |  |  |  |
| Accounts held with Other Banks  |   |  |  |  |
| Bank name   | Bank branch   |  |  |  |
| Account name  | Account number  |  |  |  |
| Applicants who are blind or not literate and have the forr  | n road to them by a third party   |  |  |  |
| I agree to abide by the content of this agreement that it has been trul   | <u> </u>  |  |  |  |
| Mark of Customer/Thumb print/Signature  | Mark of Interpreter/Thumb print/Signature   |  |  |  |
| Name and address of interpreter   |   |  |  |  |
| Language of Interpretation  | Date (DD-MM-YYYY)   |  |  |  |
| Section 8 - Foreign Account Tax Compliance Act  |   |  |  |  |
| Kindly list ALL your countries of citizenship for tax purposes  |   |  |  |  |
| Kindly list ALL your countries of residence for tax purposes  |   |  |  |  |
| Section 9 - Authorisation   |   |  |  |  |
| equipment and to debit my/our account, whether in credit or not, with<br>they are given in terms of an agreement or indemnity signed by me/u  |   |  |  |  |
| I/we acknowledge that any foreign currency accounts opened with the Bank are opened and operated in accordance with Government legislation in force at the time which I/we acknowledge may be amended from time to time. Should, subsequent to the opening of any foreign currency account, any legislation be passed that might have the effect of preventing the operation of any account, or the repayment to me/us of any balance due, the Bank shall at no time be liable for any damage suffered by me/us from the enforcement of such legislation.  I/we understand and accept the risk; inherent in opening any foreign currency account with the Bank and in the event of any dispute arising from |   |  |  |  |
| legislative changes as set out above, undertake not to proceed agains where the bank is represented.  | st the Bank either in the place where any account was opened or in any other place  |  |  |  |
| Section 10 - Customer consent   |   |  |  |  |
| I/we consent to the bank making enquiries about my/our credit reconfirm any or all of the information provided by me/ourselves.   | ords with any licensed credit reference agency and any other relevant parties to  |  |  |  |
| I/we further consent to the Bank providing reference agencies with account including any failure to meet these terms and obligations.   | regular or any other relevant agency updates regarding the conduct of my/our  |  |  |  |
| I/we consent to the Bank providing other banks with bank reports rela   | ating to the conduct of my/our account on their request. ention checks and share information relating to this application with the country's  |  |  |  |
| relevant law enforcement agencies.  |   |  |  |  |
| may interest me/us.   | oup to enable them provide me/us with information on products and services which  |  |  |  |
| I/we consent to you informing me/us about other companies which p providing my/our details to these companies.  | provide products and services which may interest me/us. I/we also consent to you  |  |  |  |
| I/we consent to you providing my/our details to and to be contacted f and treat customers' information confidentially.  | for research purposes by research companies which follow strict codes of conduct  |  |  |  |
| Section 11 - Request for an account to be opened  |   |  |  |  |
| Please open an account in my personal name (for one applican  | nt)   |  |  |  |
|   | received by you in anyone or more of our names to this account. awal of funds, renewal of a deposit, or pledging of the moneys standing to the credit   |  |  |  |
| Anyone of us to sign (One signature only required)  | Any three to sign   |  |  |  |
| Any two to sign   | All to sign   |  |  |  |
|   | t shall be our joint and several liabilities.  n account continues, any balance which may now hereinafter stand to the credit our sufficient discharge. This mandate shall extend to any other account(s) to be |  |  |  |

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### Section 12 - Release and indemnity: Facsimile transmission and/or email message request Release and indemnity for fax and/or email transmissions (delete where applicable-alteration to be initialled by signatory and witnesses). I/we, the undersigned, in my/our personal capacity, have requested the Stanbic Bank of Ghana Limited branch ("the Bank") to act on instructions transmitted by me/us to it by facsimile ("fax") and/or by means of an email message; (delete where applicable-alteration to be initialled by signatory and witnesses). The Bank has informed me/us that it is prepared to act on such faxed/emailed instructions that purport to emanate from me/us, provided it receives a release and indemnity in the form hereof. I/we am prepared to give such release and indemnity. I/we acknowledge, accept and agree: That I/we am aware that fax transmission and email messages are not a secure or error-free medium of communication and that I/we am aware of the possible risks involved in instructing the Bank via such means; 2 That this indemnity will remain in force until cancelled by me/us in writing; 3 That it is not practical for the Bank to establish the authenticity of all purported instructions; 4 That all faxed or emailed instructions, mandates, consents, commitments, and any other documentation which purport to emanate from me/us ("purported instructions") shall be deemed to have been given by me/us in the form actually received by the Bank which may, as a result of the malfunction of equipment, the distortion of communication links and the like, be different to that intended or sent and I shall be bound thereby: 5 That such purported instructions will be an irrevocable and unconditional authority for the Bank to act on the instruction/s contained in the fax or email message; 6 To waive any rights I/we may have or obtain against the bank arising directly or indirectly from any losses or damages which I/we may suffer because the Bank acts on any purported instruction and I/we hereby indemnify the Bank in respect of any claims, demands or actions made against it or losses or damages suffered by it because it so acted; 7 That in respect of purported instructions regarding the transfer of money, whether the transfer is from an account in my/our name to any other account in my/our name or to any account in the name of any third party at any branch of the Bank or at any branch of any other Bank, same day value may only be given if the message is received by the Bank a reasonable time before the close of its business to the public; 8 That the Bank will not to be liable for errors or delays in transmissions, or the misinterpretation on receipt, or for any loss or damage from whatever cause as a result of the Bank permitting this arrangement, excluding losses arising from the proven unlawful or fraudulent acts of the Bank's employees; 9 To implement and adhere to any procedures and/or restrictions imposed on me/us by the Bank from time to time regarding the sending of instructions to the Bank: 10 That this release and indemnity will not be affected by any failure by the Bank to impose any or sufficient procedures or restrictions or to ensure that any, or all of them are adhered to;

That the Bank will not be obliged to act on any purported instructions and that it may at any time on written notice sent to me/us at

withdraw from the arrangements envisaged in this document.;

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# Terms and conditions of Cards and Electronic Banking

### E-Zwich 1

Your use of the Stanbic E-Zwich card shall be governed by these conditions ("terms") agreement between you and Stanbic Ghana Limited Bank ("the Bank")

### 1.1 Application for E-Zwich smart card

- 1.1.1 All applications for E-Zwich card are subject to the Bank's approval.
- 1.1.2 The Bank reserves the right to refuse your application in its sole and
- 113 The Bank shall have the right to verify your identity and refuse to provide you with the smart card if you cannot provide the Bank with proof of your identity to the Bank's satisfaction.

#### 1.2 Issue of the E-Zwich smart card

- You must sign and return the application. 1.2.1.
- The Bank shall always remain the owner of the smart card. 1.2.
- 1.2.3 This service shall be for a period of 1 year and shall be renewed yearly until termination
- 1.2.4 The provision of the service may be terminated by either party after giving 2 months notice.

#### 1.3 Unauthorised use of the smart card

- You are responsible for the safe keeping and proper use of the 1.3.1 E-Zwich smart card.
- 1.3.2 As soon as you discover or suspect that your smartcard is faulty, you must notify the bank immediately initially verbally and after that in writing as soon as possible.

### Termination of the relationship with the Bank 1.4

Should you decide to terminate your relationship with the Bank, you must inform your branch in writing and request must be accompanied by the smartcard.

### Failure/Malfunction of the smartcard 1.5

The Bank is not responsible for any loss arising from any failure, malfunction or delay or any POS or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.

#### 1.6 Addresses for notices

- 161 The street address you supply on your application form for the E-Zwich smartcard will be regarded as your chosen address where notices may be given and documents in legal proceedings may be served. You must notify the Bank in writing or email immediately if your chosen address has changed.
- 162 The Bank shall be entitled but not obliged to send any notice in terms of the email address (if any) you specified on your application form.

# 1.7

- 1.7.1 The Bank may at any time amend these terms by notice in writing to you. Any amendments will not constitute a cancellation of this agreement.
- 72 You may not vary any of these terms.
- 7.3 These terms will be governed by the laws of Ghana.
- 7.4 A favour or a concession the Bank may give you will not affect any of the banks right against you.
- You must immediately notify the Bank if you are under an 7.5 administration order, become sequestrated, or have any other form of legal disability.
- 7.6 You consent to the Bank carrying out identity and fraud prevention checks and sharing the information relating to this application with fraud prevention or other relevant regulatory or governmental agencies.

### 2 ATM Card

Your use and application for the ATM card ("the card") shall be subject to these terms and conditions ("terms"). These terms constitute an agreement between you and Stanbic Bank ("the Bank").

### 2.1 Application for the card

- 2.1.1 All applications for cards are subject to the Bank's approval.
- The Bank reserves the right to refuse you access to the card in its 2.1.2 sole and absolute discretion.
- The Bank shall have the right to verify your identity and refuse to 2.1.3 provide you with the card if you cannot provide the Bank with proof of your identity to the Bank's satisfaction.

### 2.2 Issue of the card

- 2.1 You must sign the card on the reverse side in ink immediately after receiving it.
- 22 Additional cards linked to your account may be issued to other persons authorised by you.
- 23 You will be charged the usual service fees and other account charges.
- 24 The Bank shall always remain the owner of the card.

#### 2.3 Use of the card

- 2.3.1 You must only use the card yourself and must not allow any other person to use the card.
- 2.3.2 You may use the card to buy goods and/or services from those suppliers which accept the card.
- 2.3.3 When using the card to buy goods and/or services you must sign a transaction slip.
- The Bank will give you a Personal Identification Number (PIN) which 2.3 will enable you to draw cash, make local deposits, transfer funds, make purchases and otherwise operate the card on Automated Teller Machines (ATMs).
- 2.3.5 You must comply with exchange control regulations when using the card outside the Country.

### 2.4 Authority to debit your account

- 2.4.1 The Bank will charge to your account any payments the Bank makes on your behalf for purchases or cash withdrawals you or the additional cardholders make using the card, whether or not the slips or vouchers are signed.
- 2.4.2 You will not be allowed to stop payment to any supplier.

### Unauthorised use of the card and PIN 2.5

- 2.5.1 You are responsible for the safe keeping and proper use of the card. You must either memorise the PIN the Bank supplies, or keep any record of the PIN separate from the card and in a safe place.
- 2.5.2 As soon as you discover or suspect that your card is lost or stolen or your PIN is compromised, you must notify the Bank immediately by telephone. The Bank will stop the card as soon as reasonably possible after such notification. Delay in notifying the Bank will be considered as negligence on your part.
- 2.5.3 If you are negligent in not promptly reporting the card lost or stolen, you will be responsible for all cash drawn including where the PIN I used to withdraw money and or for payment of goods and services bought with the card, before the Bank has stopped the card
- 2.5.4 Should you dispute that any purchase or withdrawal debited to your account was authorised by you, you will have to prove that it was not authorised, whether or not the slip or voucher was signed. Unless you have provided adequate proof to the satisfaction of the Bank you will be deemed to have authorised such purchase or withdrawal.

### 2.6 Termination of the relationship with the Bank

Should you decide to terminate your relationship with the Bank, you must inform your branch in writing and the request must be accompanied with your card, which must be cut into pieces so that it cannot be used again. If you do not cut your card up and it is used without your authority, you will be held responsible.

### Failure/Malfunction of Electronic Funds Transfer at Point of Sale 2.7 Unit ("EFTPOS") or ATM

The Bank's not responsible for any loss arising from any failure, malfunction or delay or any EFTPOS unit or ATM, or our supporting or shared networks, where applicable, resulting from circumstances.

### 2.8 Addresses for notices

- 2.8.1 The street address you supply on your application form for a card will be regarded as your chosen address where notices may be given and documents in legal proceedings may be served. You must notify the Bank in writing or e-mail immediately if your chosen address changes/has changed.
- The Bank shall be entitled but not obliged to send any notice in terms 2.8.2 of the email address (if any) you specified on your application form.

# 2.9

- The Bank may at any time amend these terms by notice in writing 2.9.1 to you. Any amendments will not constitute a cancellation of this agreement.
- 2.9.2 You may not vary any of these terms.
- 2.9.3 These terms will be governed by Country law.
- 2.9.4 Reference to the card in these terms where applicable, include any additional card
- A favour or concession the Bank may give you will not affect any of 2.9.5 the bank's rights against you.
- 2.9.6 The Bank's right to receive payment from you will not be affected by any dispute between you and a supplier.
- You must immediately notify the Bank if you are under an 2.9.7 administration order, become sequestrated, or have any other form
- You must pay all the Bank's expenses in recovering any outstanding 2.9.8 amounts you owe the Bank, including legal fees on an attorney and own client scale, collection fees and tracing fees.
- 2.9.9 In the event you request the Bank to issue an additional card linked

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2.9.10 You consent to the Bank carrying out identity and fraud prevention checks and sharing the information relating to this application with the Fraud Prevention Agencies.

# 3 Internet Banking

# 3.1 Agreement and acceptance

This agreement becomes effective between you and Stanbic Bank Ghana Limited ("the bank", "we" or "us") at the time of applying for electronic banking or at the time you access electronic banking, whichever occurs first. For purposes of this agreement electronic banking includes Internet banking, and prepaid products through Internet.

# 3.2 Incorporated terms

In addition to this agreement, the terms and conditions of your automated teller machine (ATM) card (bank card terms) and account or facility terms and conditions (other terms) shall apply to all transactions you carry out or instruct us to carry out bank accounts linked to the card or account number you select when using electronic banking.

In the event of conflict between the provisions of this agreement and the bank card terms or any other term, the provisions of this agreement prevails. Where the bank card terms or other terms require amendments or additions thereto to be reduced to writing and/or signed. Your acceptance of this agreement shall be deemed to satisfy such requirements.

# 3.3 Defining the device and medium

The device which you select to access electronic banking may include a computer, cellphone, telephone, television or similar technologies (the device) and the medium through which you access electronic banking may include the Internet, wireless application protocol (WAP), wireless Internet gateway (WIG), short messaging system (SMS), voice over an automated voice recognition system or similar technologies (the medium).

We will refer to the device and the medium collectively as the communication system where a particular communication system requires contractual provisions different from other communication systems; this will be clearly stated in this agreement.

# 3.4 Linked text

For ease of use, we have included automated links (hyperlinks) in this agreement to information elsewhere on the communication system. These links are indicated by blue underlined text and your mouse's cursor should change into a hand or other pointer when held over this text. You are obliged to view the relevant parts of the hyperlinked information, which information will be regarded as forming part of this agreement. If your communication system cannot access the hyperlinks. You must visit our website at www.stanbic.com.gh to access the linked information or contact our Customer Contact Centre.

# Amendments

We may amend this agreement from time to time and you are bound by the version of this agreement that exists at the time you access electronic banking. The date of the version is recorded above Clause 1.

# 3.6 Requirements and registration

Before you can use electronic banking you must follow certain steps.

# 3.6.1 Internet banking

You must first apply at your nearest branch by filling in an application form You will be issued with a password that you have to change when you log on to the Internet site for the first time You must then create your own password. For mo completed giving an instruction.

# 3.14 Your authority

You permit us to regard all activities you conduct or Instruction sent after you enter your access code as being authorised by you and intended to have legal force and affect.

# 3.15 Sufficient notice

You permit us to issue notices required In terms of this agreement, legislation or regulation by delivering such notification via our communication systems such as email, SPAS or similar future technologies, Any notices so issued by us, will as far as they contain contractual terms relating to electronic banking also form part of this agreement

# 3.16 No offer, recommendation or solicitation

Unless clearly stated all material on the communication system merely constitutes an invitation to do business with us. It does not constitute an offer or solicitation to buy or sell or dispose in any way, of any investment, or to enter into any transaction.

# 3.17 Nature of Information on the communication system

Information on the communication system is intended to provide you with only general information about the bank, its products, services and objectives from time to time we may provide information on:

 projected revenues, income, earnings per share, capital expenditures dividends,capital structure or other financial items;

- our plans, objectives and projections for future operations and services;
- · Future economic performance.

These will be only estimates so actual events or results may differ. All information is provided as is and should not be treated as professional or investment advice of any kind. You should consult your own professional advisers before relying on any information on the communication system.

### 3.18 Information feeds

We may use the services of other organisations to provide Information on the communication system. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided "as is" and we will not be directly or indirectly Liable for any damages that may arise from you relying on it, all quotes, news, market Information Such as share prices or data shown on the communication system by way of live information feeds are delayed by at least 30 minutes unless otherwise stated. You should always select the "refresh" or similar page or screen update function on your Internet browser or handset to ensure that the information you are viewing is the most current.

# 3.19 Links to third parties' communication systems

The communication system may contain links to other communication systems that carry Information and material produced by other parties White we try to provide links only to reputable communication systems, we cannot accept responsibility or liability for the information provided on other communication systems. A link from our communication system to any other communication system does not mean that we have scrutinised or endorsed the owners or administrators of such communication systems or their business or security practices and operations.

# 3.20 Our intellectual property

We retain all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the communication system. You are authorised to view and download one copy to a local hard drive or disk, print and make copies of such printouts provided that:

- the material is used for considering or using electronic banking and for no other commercial purposes; and
- any reproduction of any portion of our proprietary material must include our entire copyright notice
- The logos and trademarks shown on our communication system are our registered and unregistered trademarks or those of third parties. Nothing contained on our communication system should be construed as granting any licence or right to use any trade mark or other intellectual property without our prior written permission or that of the relevant third parties. Your application to use any content from our communication system must be submitted in writing to StanbicGhanaCCC@stanbic.com.gh On receipt we will try to respond and enter into further discussions with you. Consider your request as declined if you don't get a written response from us within five business days.

Irrespective of the existence of copyright, you acknowledge that we are the proprietor of all material on the communication system, whether it constitutes confidential information or not, and that you shad have no right, title or interest in any such material.

# 3.21 Software

You must use and maintain only hardware and software of sufficient quality and performance capability. Your failure to use such software or hardware may result in a higher security risk and cause the communication system not to operate properly or not at all software, if any, made available for download on or via the communication System is governed by licence conditions that establish a legal relationship with the licensor, You indemnify us against any breach of these licence Conditions. We give no warranty and make no representation, whether expressly or implied, as to the quality or fitness for purpose or use of such software.

No warranty, whether express or implied is given that any files, downloads or applications available via this communication system are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your computer, database, network or other information system.

# 3.22 Transmission of Information and security tips

Information transmitted via an unsecured link over communication system is susceptible to potential unlawful access, distortion or monitoring

3.23 You must comply with the security tips which are published on our website from time to time. As we do not have the ability to prevent unlawful activities by unscrupulous persons, you accept that we cannot be held liable for any loss, harm or damage suffered by you as a result thereof. To limit these risks, we may request independent verification of any information transmitted by you via our communication system from time to time.

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# 3.24 Indemnity

You indemnify us for all losses and costs we may incur on your behalf due to:

- non-payment;
- any instruction exceeding the amount available In your bank account; or
- unauthorised instructions executed which were not due to our negligence.

# 3.25 Unavailability of electronic banking

We will at all times and for whatever reason, have the sole and exclusive right to suspend or terminate electronic banking without any prior notification or giving any reasons for such termination or suspension You acknowledge and accept that electronic banking may be unavailable from time to time for any reason, Including: technical failure or problems with, the communication system Itself or our communication system underlying banking systems the bank system); technical failure or problems with a communication system directly or indirectly underlying electronic banking that is owned or controlled by other persons (third party system); unavailability of telecommunication or electricity services; or other circumstances beyond our control.

You undertake in the event of unavailability to electronic banking, to limit your potential losses by using any other means of communication with us for the duration of the unavailability of electronic banking.

# 3.26 Warranties and representations

We do not warrant that the communication system or electronic banking will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

# 3.27 Disclaimer and limitation of liability

For purposes of this clause "we' or "us" or "our" includes the bank as well as its affiliates, shareholders, employees, consultants and agents.

Although we have taken care to ensure that the content provided on the communication system is accurate and that you suffer no loss or damage as a result of you using it, the communication system and electron banking are provided "as is".

We are not liable for any damages whatsoever relating to your use of the communication system or electronic banking. This includes the information contained the communication system or your inability to use the communication system or electronic banking, including, without limitation any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute, delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage Without derogating from the generality of the foregoing, we are not liable for;

- any damages which you suffer as a result of a compromise of your access codes
- any interruption, malfunction, downtime or other failure of the communication system or electronic banking, our banking system, third party system, data bases or any component part thereof for whatever reason
- any loss or damage which arises from your orders, investment decisions, purchases or disposal of goods and services, including financial instruments or currencies, from third parties based upon the information provided on the communication system;
- any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of our bank system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on the bank system or third party systems; programming defects; negligence on our part
- any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service provider's internet service providers, electricity suppliers. local authorities and certification authorities;and
- any event aver which we have no direct control.

# 3.28 Breach

We may terminate your access to electronic banking if you breach a material term of this agreement and fail to remedy it within five days of you being notified of it we may do this without detracting from our right to take another steps available to us at law or under this agreement, including the right to obtain an interdict.

# 3.29 How disputes will be resolved

All disputes arising as a result of your use of electronic banking, the interpretation of this agreement or any matter which in terms of this agreement requires agreement by the parties (other than where an injunction is sought or urgent relief may be obtained from a court of

# competent.

The arbitration will be governed by the Arbitration Act. 1961 (Act 38). Either of us is entitled to have the award made an order of court of competent jurisdiction. Both of us will keep the evidence the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated herein.

# 3.30 Capacity to enter into agreements

You warrant to us that you have the required legal capacity to enter into and be bound by this agreement. Anyone below the age of 18, must be assisted by their legal guardian when reading this agreement. If you are below 18 years of age you must get your legal guardian to read and sign has document on your behalf if you are unsure whether you have the legal capacity to enter Into agreements, you have to contact someone able to provide you with this information before you continue to use electronic banking Our Customer Contact Centre will be able to help you clear this up.

### 3.31 Certificate

To prevent unnecessary disputes, you agree that unless you can prove otherwise a certificate signed by a manager whose appointment) capacity need not be proved or his representative is sufficient proof of the date of publication, withdrawal, transmission and content of:

- · the current version and all previous versions of this agreement;
- notices and disclaimers posted on the communication system;
- notification sent under this agreement

# 3.32 Our address for notices and service of legal process

For the purpose of service of any legal process we choose the following registered address Valco Trust House, Castle Road, Ridge, Accra.

# 3.33 Law governing our relationship

This agreement will be governed and construed in accordance laws of Ghana without reference to any conflict of law provision and the courts of Ghana will have Jurisdiction to hear any Suits pertaining to this agreement.

# 3.34 General provisions

The headings of the clauses in this agreement are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify this agreement

Where any dates or times need to be calculated in terms of this agreement. The international standard time (GMT) is used.

No failure or delay by us to exercise any of our rights is to be construed as a waiver of any such right, whether this is done expressly or implied. It will also not affect the validity of any part of these conditions or prejudice our right to take subsequent action against you.

If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable to any extent; such term, condition or provision will be severed from the remaining terms, conditions and provision, which will continue to be valid to the full extent permitted by law.

If you have any questions about this agreement or do not understand anything in this agreement please call our Customer Contact centre.

# MvUpdate Service

These terms become effective when you subscribe for MyUpdate and also apply to any MyUpdate Service Options. You must know, understand and comply with these terms, as they form a binding agreement between you and us.

Important clauses, which may limit our responsibility or involve some risk for you will be in bold and italics or highlighted. You must pay special attention to these clauses.

# 4.1 Definitions

We have defined some words for consistency. These words will begin with a capital letter, where indicated. Singular words include the plural and the other way round.

|          | mouning   |
|----------|---|
| Account  | Any account opened by us in your name at your request on which you subscribe for MyUpdate.  |
| MyUpdate | service whereby we update you about activity your Account. MyUpdate is additional to any statement you may receive on your Account. |
| MyUpdate | The notification we send to you or a Recipient's<br>Preferred   |

Notifications Communication Method.

Meaning

Preferred The communication method by means of which

you have chosen

**Communication** to receive MyUpdate notification, being email **Method** or SMS.

**Recipient**You or someone you nominate to receive MyUpdate notification.

Service Your choice of the MyUpdate package that is Option available from time to time.

SMS A short message service.

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we, us, our Stanbic Bank Ghana Limited and its

successors or assigns.

you or your The person who subscribes to MyUpdate for

their Accounts

# 4.2 Using MyUpdate

Your MyUpdate Notification will be sent to the Recipient by means of vour Preferred Communication Method.

You must ensure that your MyUpdate contact details are correct at all times.

You will only receive the MyUpdate Notifications that apply to your Service Option.

You must let us know immediately of suspicious or unauthorised transactions on your Account.

Any balance sent to you on MyUpdate will be the balance on your Account at the time:

- · a transaction is processed if it is a transaction alert; or
- the MyUpdate Notification was sent if it is a scheduled balance alert. You must inform us immediately if a Recipient should no longer receive the MyUpdate Notification.

# 4.3 Disclaimers

Your receipt of the MyUpdate Notification depends on factors beyond our control, such as your networks coverage or availability, your Internet service provider's availability or the capacity of your email or SMS inbox. We are not liable for any loss or damages you may suffer if a factor beyond our control arises and you do not receive your MyUpdate Notification.

The roaming cost charged by your Internet service provider and/or mobile network operator, does not make up any part of our cost to you for the MyUpdate service, you are responsible for understanding the additional roaming costs for the receipt of SMS's and/or emails while you are travelling outside of your country of residence.

You are responsible for ensuring that no unauthorised persons gain access to your MyUpdate Notification once you have received it.

We are not responsible if your MyUpdate Notification is sent to an incorrect cell phone number or email address where you have given us the incorrect details.

While we will try to ensure the integrity and content of any MyUpdate Notifications sent to you, your statement will remain the record of transactions on your Account.

# 4.4 Fees

We may charge you a monthly service fee at the end of each month that you used MyUpdate, based on your Account type and Service Option.

We may either suspend or deregister you from MyUpdate if you do not pay the monthly service fee.

If you do not pay the monthly service fee, we may set off any credit balances in any other account you hold with us against any unpaid service fees you owe us.

# 4.5 General

We may change these terms by giving you notice in writing.

The invalidity, illegality or unenforceability of any of the clauses of these terms will not affect the validity, legality and enforceability of the remaining clauses of these terms.

We may send you any notice about MyUpdate by means of your Preferred Communication Method and we may regard the notice as having been received one day after it was sent.

We may terminate the MyUpdate service at any time on notice to you. system); technical failure or problems with a communication system directly or indirectly underlying electronic banking that is owned or controlled by other persons (third party system); unavailability of telecommunication or electricity services; or other circumstances beyond our control.

You undertake in the event of unavailability to electronic banking, to limit your potential losses by using any other means of communication with us for the duration of the unavailability of electronic banking.

### 5 Set off

In consideration of us giving you financial and/or banking accommodation and other facilities, you agree that in addition to any other general lien or similar right to which we as bankers may be entitled by law, we may at any time and without notice to you combine or consolidate all or any of your accounts with/and liability to us and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of your liabilities to us on any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.

# **Declaration**

I/We confirm that I/we have read the Bank's General Terms and Conditions and applicable Specific Terms and Conditions – Personal Banking Bank Accounts, the current versions of which appear on the Bank's website. I/We confirm that the particulars and information given in this application form are true, correct and up to date in all respects and that I/we have not withheld any information.

I/We authorise you to make any enquiries you consider necessary in connection with this application. I/We in signing this document, agree that I/we have understood the Terms and Conditions of this account and agree to be bound by them. The applicant indemnifies the bank against any loss, claim or demand mad against the bank as a result of the misrepresentation by the applicant of falsification of any information contained in this application form. I/We indemnify Stanbic Bank Ghana Ltd from any liabilities that may arise from my/our dealings in internet activities, or for providing support or infrastructure for such activities. In signing this authority, I/we recognise that the Bank cannot guarantee the confidentiality or security of public or unencrypted electronic communications.

I/We consequently agree to indemnify the Bank against any liability for loss or breach of confidentiality arising from the transmission of my account details by email unless such loss or breach arises directly from the gross negligence of the Bank. I/We warrant that the email address provided in the application form is my/our personal email address and not open to third party access.

| personal email address diffa not open to tima party accesses. |                   |
|---|-------------------|
| Signatures  |                   |
| Applicant 1   |                   |
| Print name  |                   |
|   |                   |
| Signature   | Date (DD-MM-YYYY) |
| Applicant 2   |                   |
| Print name  |                   |
|   |                   |
| Signature   | Date (DD-MM-YYYY) |
| Applicant 3   |                   |
| Print name  |                   |
|   |                   |
| Signature   | Date (DD-MM-YYYY) |
| Applicant 3   |                   |
| Print name  |                   |
|   |                   |
| Signature   | Date (DD-MM-YYYY) |

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| Section 12 - For Bank use only                          |      |     |      |        |       |    |   |
|---|------|-----|------|--------|-------|----|---|
|   |      |     |      |        |       |    |   |
| Account opened by                                       |      |     |      |        |       |    |   |
| Date (DD-MM-YYYY)                                       |      |     |      |        |       |    |   |
| Deferral/Waiver of document (if any) authorised by      |      |     |      |        |       |    |   |
|   |      |     |      |        |       |    |   |
| Name Signature  |      |     |      |        |       |    |   |
| Date (DD-MM-YYYY)                                       |      |     |      |        |       |    |   |
| Document verification carried out by                    |      |     |      |        |       |    |   |
|   |      |     |      |        |       |    |   |
| Signature   |      |     |      |        |       |    |   |
| Date (DD-MM-YYYY)                                       |      |     |      |        |       |    |   |
| Comments  |      |     |      |        |       |    |   |
| Is the applicant a politically exposed person? Yes No   |      |     |      |        |       |    |   |
| Low risk Medium risk High risk                          |      |     |      |        |       |    |   |
| Officer's name Supervisor's name                        |      |     |      |        |       |    |   |
|   |      |     |      |        |       |    |   |
| Officer's Signature Supervisor's Signature              |      |     |      |        |       |    |   |
| Date (DD-MM-YYYY)                                       |      |     |      |        |       |    |   |
| Card number 1   |      |     |      |        |       |    |   |
| Card number 2   |      |     |      |        |       |    |   |
| Card number 3   |      |     |      |        |       |    |   |
| Card number 4   |      |     |      |        |       |    |   |
| Blister pack tracking number                            |      |     |      |        |       |    |   |
| Customer short name                                     |      |     |      |        |       |    |   |
| Alpha code  | Date | (DE | D-MM | I-YYYY | ) sta | mp | , |
| Portfolio code  |      |     |      |        |       |    |   |
| Business unit   |      |     |      |        |       |    |   |
| Customer segment  |      |     |      |        |       |    |   |
| Account style   |      |     |      |        |       |    |   |
| Sex indicator 0=Male, 1=Female, 2=Business/unclassified |      |     |      |        |       |    |   |
| Non residence code 0=Resident, 1=Non resident           |      |     |      |        |       |    |   |
| Sub-sector code   |      |     |      |        |       |    |   |
| Sector code   |      |     |      |        |       |    |   |

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