

FIRSTMOBILE APP USER TERMS AND CONDITIONS

BY DOWNLOADING, USING OR CONTINUING TO USE FIRST BANK OF NIGERIA LIMITED'S ("FIRSTBANK" "WE" "OUR" OR "US ") MOBILE APPLICATION YOU CONFIRM THAT YOU ACCEPT THESE TERMS AND CONDITIONS.

By downloading, using or continuing to use FirstBank Mobile Application (FirstMobile) these terms will automatically apply to you and you agree that you have received, read, understood and agree to be bound by the terms and conditions contained herein, and subsequent amendments thereto (the "Terms & Conditions"). You also agree that you shall use FirstMobile in accordance with the Terms & Conditions at all times.

1. FIRSTMOBILE USE

- A. FirstMobile allows you to give us instruction and receive information electronically using your internet enabled mobile phone and/or other mobile devices to perform the available services. Such services include but are not limited to:
 - a. Account balance retrieval
 - b. QR Payment
 - c. Bills payments (subject however to availability of such bill payment under this service)
 - d. Funds transfer (interbank and intrabank).
 - e. Beneficiary Management.
 - f. Airtime top-up
 - g. And such other services as FirstBank may add from time to time.
- B. FirstBank may withdraw any of the above listed services from FirstMobile and does not warrant that the services will be available at all times.
- C. Subject to availability on your mobile phone network, you may access FirstMobile in offline mode i.e. without internet access using USSD technology but subject to applicable charges per USSD session cost, which shall be debited to or deductible from your mobile phone network airtime balances and chargeable as may be prescribed by your mobile network provider from time to time. By choosing to use FirstMobile in offline mode, you hereby agree to bear applicable USSD session costs.
- D. You will be required to provide your Card PAN and PIN details for registration
- E. You will access FirstMobile using your 5 digit mobile PIN (Login Details).
- F. You understand and agree that your Login Details are personal to you and Confidential. You are solely responsible and liable for any disclosure of your Login Details or third-party access to your account through FirstMobile and under no circumstances will you allow a third-party access to your account nor shall you disclose your Login Details to any third party.

- G. You are responsible for any instruction received by FirstBank, through your FirstMobile profile and authorize FirstBank to comply with all such instructions without more.
- H. You agree to change your Login Details periodically and immediately it becomes known to anyone else, and that you are obligated to notify FirstBank immediately after the security of your Login Detail has been compromised.
- I. If at any time you are of the opinion, discover or suspect that your phone or Password and Mobile Pin has been either stolen or compromised, you must notify FirstBank immediately to block your account, and FirstBank shall endeavor to block same as soon as reasonably possible. You however agree that you shall be responsible for all transactions that may be carried out on your account prior to your account being blocked, and FirstBank shall not be responsible for any loss(es) that occurs as a result of your login details being stolen or compromised or losses which occur prior to the account being blocked as requested.
- J. FirstBank shall not be liable for losses arising under or in connection with your breach of duty of secrecy arising out of your inability to observe and maintain the secrecy of your Login Details, registration code, debit/credit card details and phone number as the usage of these details by any third party are deemed and shall be interpreted to be with your consent.
- K. To enable us to comply with applicable laws and regulations, we have some mandatory guidelines you must adhere to. Failure to comply with these guidelines may lead to FirstBank's immediate termination of this service to you. You hereby undertake to:
 - a. Provide accurate information: You agree that information provided by you must be true, accurate, current and complete about yourself as requested in our registration and account opening forms and you agree not to misrepresent your identity or information including but not limited to user name, password or other access devices for such accounts.
 - b. Obey the law: You agree not to use the service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringe the right of others.
 - c. Restrictions on commercial use or resale: Your right to use the service is personal therefore you agree not to assign or make any commercial use of the service.
 - d. Proprietary rights: You acknowledge and agree that the bank own all rights to FirstMobile, the website hosting same and the content displayed on FirstMobile. You are only permitted to use this content as expressly authorized by us for the relevant service. You may not copy, reproduce, distribute, or create derivative work of or from FirstMobile contents.
 - e. A violation of any of the rules (a-e) is a ground for instant discontinuation of the service by FirstBank

2. LIMITATION OF LIABILITY

- A. FirstBank is expressly exempted from any liability arising from unauthorized access to your account and/or data through FirstMobile

- B. FirstBank is further relieved of any liability as regards breach of duty of secrecy arising out of your inability to scrupulously observe and implement the provisions of these Terms and Conditions, and/or instances of breach outside the control of FirstBank.
- C. Under no circumstances will FirstBank be liable for any damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with this service or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation, transmission, computer virus or line or system failure, even if the bank or its representatives thereof are advised of the possibility of such damages, losses or hyperlink to other internet resources are at your risk
- D. You agree to be solely responsible for any fraud, loss and/or liability to FirstBank or a third party arising from usage of Login Details by a third party and other unauthorized access, accordingly, FirstBank shall not be responsible for any fraud that arises from usage of your Login Details or for any loss that may occur as a result of transfer of ownership of your phone on which FirstMobile is installed either by theft, gift or by any other means.
- E. You agree to indemnify and hold FirstBank, its parent or subsidiary companies and their affiliates, and their respective directors, officers, employees, and agents free from any and all liabilities, claims and expenses, including reasonable attorney fees, arising from your breach of any policy, these terms or in connection with your use or access of FirstMobile or any Internet site linked to or from any FirstBank website, or in connection with the transmission of any content on such medium.

3. FEES

- A. Upon your enrollment for this service, you may be charged the applicable monthly fee and/or usage fee whether or not you make use of the service during the period in question.
- B. Further to the above, you acknowledge and agree that other banking charges, transaction or convenience fees, taxes and/or other regulatory fees may be chargeable on your use of FirstMobile and/or any transaction processed using FirstMobile, you consent and authorize us to debit your account for all such charges and fees regulatory or otherwise.
- C. In addition to (A) & (B) and further to clause 1(C) above, you agree and authorize the Bank, whether directly by itself or through your mobile phone network service provider, to debit the airtime balances on your mobile phone network as payment per applicable USSD session costs.

4. INTELLECTUAL PROPERTY

- A. FirstMobile has been developed and is operated and maintained by or on behalf of FirstBank of Nigeria Limited and all intellectual property and database rights related to it belong to FirstBank.
- B. FirstBank is offering you FirstMobile to use for your own personal use, you are therefore not allowed to copy, modify or make derivative versions of FirstMobile, any part of the application or our trademarks in any way and you are also not allowed to extract or attempt to extract the application's source code.
- C. Your use of FirstMobile shall not transfer any rights to the application, other than that expressly stated in these Terms and Conditions.

- D. You therefore, indemnify and keep FirstBank indemnified against any claim, loss or damage that may occur as a result of your use or infringement of FirstBank's intellectual property right or in connection therewith.

5. GENERAL.

- A. FirstBank reserves the right to change or discontinue, temporarily or permanently, your right to use FirstMobile at any time without notice. This will however, not affect your outstanding obligations to us.
- B. Certain features available on the FirstMobile Application are offered by third party providers ("Third Party Products". It is your duty to read and understand the applicable terms and conditions of such Third-Party products and FirstBank hereby irrevocably disclaims all liability which may arise as a result of your access to or use of such Third-Party Products and you hereby indemnify FirstBank against any loss or liability it may face, incur or suffer as a result of your use of such Third-Party products or in connection therewith. FirstBank neither endorses nor is responsible for the accuracy, completeness, usefulness, quality, or availability of any content, goods or services available on any site linked to or accessed from FirstMobile which are the sole responsibility of such third-party provider and your use thereof is solely at your risk. Neither FirstBank nor its subsidiary and parent company or affiliates or their respective directors, officers, employees, and agents shall be held responsible for liable directly or indirectly for any loss or damages caused or alleged to have been caused by your use of or reliance on said content goods or services or arising in connection with your inability to access the internet or any site linked to or from FirstMobile.
- C. While we will endeavor to ensure that FirstMobile is available at all times, we shall however not be liable if for any reason it is not available at any time or for any period. Your access to FirstMobile may be suspended temporarily from time to time and without notice in the case of system failure, maintenance or repair or for any reason beyond our control or if we deem it necessary. For the avoidance of doubt, we shall not be liable for any loss or liability which you may suffer or incur as a result of such suspension of, or interruption to, the operation of FirstMobile.
- D. The services on the FirstMobile platform may from time to time be unavailable, delayed, limited or slow due to, but not restricted to hardware failure, software failure, overload of system capacities or other events outside our control.
- E. You agree that FirstBank will not be liable to you or any third party for any modification or discontinuation of the service.
- F. FirstBank will NEVER request for your personal details or Login Details. Kindly disregard such request for your personal information and Login Details.
- G. FirstMobile, including all content on or available through it, is provided on an 'as is' basis and we do not make any representation or give any warranty in respect of FirstMobile or any of its content. In particular, but without limitation, we do not give any warranty as to the accuracy, suitability, reliability, completeness, performance, fitness, freedom from viruses or timeliness of the content contained on FirstMobile.
- H. These Terms and Condition may be varied, modified or updated at any time without notice to you and you agree to waive the requirement of notice.

6. LAW AND JURISDICTION

- A. Any dispute or claim arising out of or in connection with this service (including any non-contractual disputes or claims) will be governed by the laws of Nigeria and you agree that the courts of Nigeria will have exclusive jurisdiction to settle any such disputes or claims.

Please confirm your acceptance of these terms by clicking the Accept button below. You understand and agree that by proceeding beyond this point, you accept to be bound by these Terms.