

## ACCOUNTS - INDIVIDUAL

	Individual Current Account	Premier Savings Account	Premier Current Account	Mpower Salary Account	Privilege Account	Golden Age Account	Gold Account	Goal Account	Early Savers Account	Solo Account	Domiciliary Account
Initial Deposit	GHS 50	GHS 50	GHS 100	Nil	GHS 500	GHS 50	GHS 100	GHS 200	GHS 50	GHS 20	\$100/€100/£100
Minimum Operating balance	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	
Commission on Turnover	GHS 2 per Mille		Nil	Free							3.5% of amount
Interest		1% p.a on GHS 1000 & above					1% p.a on GHS 1000 & above	1% p.a on GHS 1000 & above	1.5% p.a on GHS 1000 & above		
Service Fee	GHS 5	GHS 5	Free	Free			GHS 5	GHS 5			
Monthly Maintenance Fee			GHS 15	GHS 15			GHS 10				Free
Bundled Monthly Service and Account Maintenance Fee					GHS 50	GHS 5				GHS 5	

## ACCOUNTS - CORPORATE

SERVICE	RATE		
	CORPORATE SAVINGS	CORPORATE CURRENT	MPOWER BUSINESS
Initial Deposit	GHS 1,000	GHS 100	GHS 1,000
Minimum Operating balance	GHS 500	Nil	Nil
Interest	0.5% p.a on GHS 1000 & above		
Commission on Turnover		GHS 2 per mille	GHS per mille, Min GHS 30 Max GHS 200
Monthly Maintenance Fee	Nil	Nil	Nil
Service Fee	GHS 5	GHS 5	GHS 5

## DIGITAL BANKING

	USSD CHARGE	PMB CHARGE	ACCESS PAY
<b>MoMo Transaction Account to Wallet</b>			
All Telcos	1% of transaction amount capped at GHS 10.00	MTN: 1% of transaction amount capped at a Min. of GHS 0.50 and a Max. of GHS 10.00 Other Networks: 1% of transaction amount capped at a Min. of GHS 0.50 and a Max. of GHS 10.00	MTN: GHS 1.00 per Item Telecel: 1.5% of transaction amount
<b>MoMo Transaction Wallet to Account</b>			
MTN Mobile Money	1.0% capped at GHS 20.00	Free	N/A
AT Money	1.5% capped at GHS 20.00	N/A	N/A
Telecel Cash	1.5% capped at GHS 20.00	N/A	N/A
<b>GIP Transfer</b>			
GIP Transfer	1% of transaction amount capped at a Min. of GHS 0.50 and a Max. of GHS 10.00	1% of transaction amount capped at a Min. of GHS 0.50 and a Max. of GHS 10.00	1% of transaction amount capped at a Min. of GHS 0.50 and a Max. of GHS 10.00
<b>ACH Transfers</b>			
ACH (Salary)	N/A	N/A	Salary Payment Normal: GHS 2.00 per Item Express: GHS 5.00 per Item
ACH (Vendor Payment) any other payment	N/A	2.5% of transaction amount capped at Min. GHS 5.00 and Max GHS 50.00	0.25% of the transaction amount capped at Min. GHS 5.00 and Max. GHS 50.00
Other Banks USD	N/A	N/A	1% of transaction amount Capped Min. USD 20.00 and Max. of USD 200.00

## CARDS

	VISA GOLD	VISA INFINITE	VISA SIGNATURE
Cost of Card (New)	GHS 30	GHS 250	GHS 50
Renewal (Expired)	GHS 30	GHS 250	GHS 50
Replacement (Lost)	GHS 30	GHS 250	GHS 50
Pin Re-issue	Free	Free	Free
Daily ATM Withdrawal Limit	GHS 10,000.00	GHS 50,000.00	GHS 50,000.00
Daily Online/POS Limit	GHS 50,000.00	GHS 100,000.00	GHS 100,000.00
ATM ON US ( Access Bank ATM)	Free	Free	Free
Other Banks ATM (Domestic)	GHS 3+1%	GHS 3+2%	GHS 3+2%
Other Banks ATM (International)	\$2 +3%	\$3 +3%	\$2 +3%
Balance Enquiry - Domestic	GHS 2.00	GHS 3.00	GHS 2.00
Balance Enquiry - International	GHS 5.00	GHS 5.00	GHS 5.00
Monthly Card Maintenance Fee	GHS 7.00	GHS 20.00	GHS 10.00
3D Secure Enrollment	GHS 40.00	GHS 40.00	GHS 40.00

## VISA PREPAID CARDS

	GHS DENOMINATED	USD DENOMINATED
Cost of Card	GHS 30	USD 10.00
Loading Free	GHS 3.00	USD 10.00
Replacement	GHS 30.00	USD 18.00
ATM ON US (Access Bank's ATM)	Free	Free
Other Banks ATM (Domestic)	GHS 3.00 +1%	\$1 +1%
Other Banks ATM (International)	GHS 2.00 + 3.0%	\$4.00 + 3.0%
Daily ATM Withdrawal Limit	GHS 10,000.00	USD 2,000.00
Daily Online / POS limit	GHS 50,000.00	USD 10,000.00
3D Secure Enrollment	GHS 40.00	USD 5.00

## VISA DEBIT CARD - USD

	RATE
Cost of Card (New)	USD 10.00
Renewal (Expired)	USD 10.00
Replacement (Lost)	USD 10.00
Pin Re-issue	Free
Daily ATM Withdrawal Limit	USD 2,000.00
Daily Online / POS limit	USD 10,000.00
ATM ON US (Access Bank's ATM)	Free
Other Banks ATM (Domestic)	\$1 +1%
Other Banks ATM (International)	\$2 + 3%
Monthly Card Maintenance	USD 1.00
3D Secure Enrollment	USD 5.00

## TRADE SERVICES

SERVICE	RATE
<b>INTERNATIONAL BANKING CHARGES</b>	
Letters Of Credit (IMPORT)	
Establishment	
Sight	1.25% per Qtr (Min USD 100.00)
Deferred	1.5% per Qtr (Min USD 100.00)
Swift Charge	USD 30.00
Confirmation	1% per quarter
Amendment	USD 70.00

## TRADE SERVICES

SERVICE	RATE
<b>LETTERS OF CREDIT (EXPORT)</b>	
Advising Commission	USD 100.00
Confirmation	1% per Qtr (CBC + 0.5% of CBC)
Negotiation Commission	1.00% Flat
Postage / Courier	USD 100.00
Cancellation of LC	USD 100.00 + Swift
Expired & Unlimited LC	No Charge
Transfer of LC	0.5% of LC Value + Swift
Discrepancies	USD 100.00
<b>DOCUMENTARY BILLS FOR COLLECTION</b>	
Handling charges (Import)	USD 25.00
Courier	USD 100.00
Handling commission (Export)	USD 100.00
Payment Commission (Import)	0.75% + Swift, Min (USD 50.00, GBP 35.00, EUR 40.00)
FCA/GHS Account	USD 100.00 + Swift
	1.25% + Swift, Min (USD 50.00, GBP 35.00, EUR 40.00)
Avalisation	1% Per Quarter
Accepted Bills of Exchange	Free
Reminder on Overdue Bills	Free
Swift Charges	USD 30.00, GBP 15.00, EUR 25.00
<b>100% CASH COVERED/ FULLY COVERED L/CS (IMPORTS)</b>	
Establishment-Sight 1% & deferred 1.25%	1%-1.25% per quarter (min USD 100.00)
Revolving/Standby L/C	1%-1.25% per quarter (min USD 100.00)
Partial cash cover Sight	1.25% Per Qtr (Min USD 100.00)
Deferred	1.5% Per Qtr (Min USD 100.00)
Payment Commission	0.75% on LC amount
Negotiation Commission – Corporate	1%
Negotiation Commission – Others	1%
Cancellation of LC	CBC + 25% of CBC
Expired & Unutilized LC	No Charge
Transfer of LC	No Charge
<b>INWARD TRANSFER SERVICE</b>	
Admin Charges	Nil
<b>OUTWARD TRANSFER SERVICE</b>	
Customer Swift	0.75% (offshore and cedi account), 1.25% (onshore) plus swift charge of USD 25.00, GBP 13.00, EUR 15.00

## GENERAL BANKING SERVICES

SERVICE	RATE
<b>STANDING ORDERS</b>	
Internal	Free
External	GHS 5.00
<b>CHEQUES AND CLEARING</b>	
Cheque Book – 50 leaflets	GHS 60.00
Cheque Book – 100 leaflets	GHS 120.00
Foreign Cheque Book – 100 Leaflets	USD 10/GBP 9/EUR 8
Manager's Cheque - Customers	0.5% of amount – Min GHS 10, Max 30.00
Manager's Cheque – Non-Customers	0.5% of amount – Min GHS 20, Max 60.00
Counter Cheque per leaflet	GHS 15.00
Stop cheque	GHS 10.00
Special Clearing	GHS 40.00
Local Clearing	Free
<b>STATEMENT</b>	
Monthly Statement	Free
Official Request - (On letterhead)	GHS 10.00
Adhoc Request - (On normal A4)	GHS 5.00
<b>SALARY PROCESSING</b>	
Internal	Free
External	GHS 2 for normal GHS 5 for express
Access Pay	Free
<b>LENDING</b>	
Lending Fees	0.10% - 3%
Processing/Establishment fee	0.10% - 3%
Guarantee/Mobilization/Performance Bond/Bid security Commissions per quarter	0.10% - 3%
Arrangement fee	0.10% - 3%
Facility fee	0.10% - 3%
Insurance fee	0.30 - 1%
<b>ADDITIONAL BANKING SERVICES</b>	
Letters to auditor/ Audit confirmation	GHS 100.00
Introductory letter/supporting statement for VISA application	GHS 100.00
Clearance letters	GHS 100.00

## AGENCY BANKING

SERVICE	RATE
<b>Account Opening</b>	
Initial Deposit	GHS 50
Account opening	Nil
Closa Savings (Interest)	1%
<b>PRICING FUNDS TRANSFER (INTER)</b>	
1-1000	1% of transaction Amount (Min 0.50p and Max 10ghs)
1,000 & above	
<b>PAYMENTS &amp; PURCHASES</b>	
Bill Payment (Per service provider)	Free
Airtime Purchase	Free
Mini Statement Request	Free
Balance Enquiry	Free
Debit Card Request	GHS 20 (Issued/Delivered by Branch)

# Account Opening Terms And Conditions

## INDIVIDUAL ACCOUNT MANDATE

To Access Bank (Ghana) Plc

I/WE HEREBY REQUEST AND AUTHORIZE YOU TO

1. Open an account in my/our name and at any time subsequently to open further accounts as I/WE may direct
2. Honour all 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 orders 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 and inconsideration. I/WE agree.
  - a) To assume full responsibility for the genuineness of correctness and validity of endorsement appearing on all cheques, orders, bills, notes, negotiable instruments receipts and/or other documents deposited in 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 account receipt of which I/WE hereby acknowledge.
  - c) To free the bank from any responsibility for any loss or damage to funds deposited with the bank due to any future government order, law, levy, tax, embargo and/or all other causes beyond the bank's control
  - d) That all funds standing to my/our credit are payable on the demand only in such local currency as may be in circulation.
  - e) To be bound by any notification of change conditions governing the account directed to my/our last known address shall be considered as duly delivered and received by me/us at the time it will be delivered in the ordinary course of post.
  - f) That if a cheque credited to my/our individual current account is returned dishonoured, the same may be transmitted to me/us through my/our last known address either by the bearer or by post

- (g) I/We note that the Bank will accept no liability whatsoever for funds handed to members of staff outside the Bank's premises.
- (h) That my/our attention has been drawn to the necessity of safeguarding my/our cheque book so that unauthorized persons are unable to gain access to it and to the fact that neglect of this precaution may be ground for any consequential loss being charged to my/our account.
- (i) That the Bank is under no obligation to honour a cheque(s) drawn on this account unless there are sufficient funds in the account to cover the value of the said cheque and I/We are obliged to me/us unpaid but if paid, I/We are obliged to repay the Bank on demand.
- (j) That any disagreements with entries on my/our Bank Statements will be made by me/us within 15 days from the dispatch of the Bank Statement. Failing receipt by the Bank of a notice of disagreement of entries within 15 days from the date of dispatch of my/our Bank Statement as it shall be rendered correct.
- (k) That any sum standing to the debit of the current account shall bear interest charges at the rate fixed by the Bank from time to time.

The Bank is authorized to debit from the account the banking charges, interest, commissions and service charges, interest, commissions and service charge set by the Management from time to time.

I/We also agree that in addition to any general lien or similar right to which you as bankers may be entitled by law, the bank may at any time without notice to me/us combine or consolidate all or any of my/your accounts without any liabilities to you and set off my/our accounts without any liabilities to you and set off or transfer any sum or sums standing to the credit, be it cheques, valuables, deposits, securities, negotiable instruments or assets belonging to me/us liabilities to the bank or any other account or in any other respect whether such liabilities be actual or contingents, primary or collateral and joint or several

## CHEQUE CONFIRMATION POLICY (For Cheque Bearing Accounts Only)

You will be required to pre-confirm any cheque above GHS 2,000.00

If you would like to have a higher threshold pre-confirmation, please specify the amount (ie. threshold above GHS) \_\_\_\_\_

In case you are unavailable to confirm a cheque that meets pre-confirmation threshold, please indicated your preferred action:

Pay Cheque

Return Cheque

Authorized Signatory \_\_\_\_\_

## DISCLOSURE OF INFORMATION TO IRS (U.S CITIZENS ONLY)

I/We consent to the disclosure of my/our account information to the U.S Internal Revenue Service (IRS) in line with the Bank's compliance with the Foreign Account Tax Compliance Act (FATCA)

## ELECTRONIC BANKING AGREEMENT

### 1. Introduction

- 1.1 This Agreement is a service agreement, which applies to Communication (defined below)
- 1.2 The Customer will provide to Access Bank Ghana Plc. documents and other information reasonably required by it in connection with this Agreement.

### 2. Authority

- 2.1 Access Bank Ghana may rely on the authority of each person designed (in a form acceptable to Access Bank Ghana) by the Customer to end Communications or by written notice or other notice acceptable to it of any change.

### 3. Communications

- 3.1 Each of the Customer and Access Bank Ghana Plc. will comply with certain agrees security procedures (the Procedures) designed to verify the origination of communications between them such as enquiries. Advices and instructions (each a communication)
- 3.2 Access Bank Ghana Plc. is not obliged to do anything other than what is contained in the producers to establish communication. Access Bank Ghana Plc. is not responsible for errors or omissions made by the Customers or duplication of any Communication by the reference to an account number only, even if an account name is not provided. Access Bank Ghana Plc. may act on a communication if it reasonably believes it contains sufficient information.
- 3.3 Access Bank Ghana Plc. may decide not to act on a communication, where it reasonably doubts its contents, authorization, or origination or compliance with the procedures and will promptly notify the customer (by the telephone if appropriate) of its decision.
- 3.4 If the customer informs Access Bank Ghana Plc. that it wishes to recall, cancel or amend a communication, Access Bank Ghana Plc. will use its reasonable efforts to comply
- 3.5 If Access Bank Ghana Plc. acts on any communication sent by any means requiring manual intervention (such as telephone, telex, electronic mail or disks) sent by Procedures, the customer will be responsible for any loss Access Bank Ghana Plc. may incur in connection with that communication

### 4. Statement

- 4.1 The customer will notify Access Bank Ghana Plc. in writing of anything incorrect in a

statement promptly and in any case within thirty (30) days from the date on which the statement or advice is sent to the customer

### 5. Performance

- 5.1 Access Bank Ghana Plc. will act in good faith and reasonable care, as determined in accordance with the standards and practices of the banking industry, and cheque may use any communications, clearing or payment system, intermediary bank or other entity (each "system") It reasonably selects; Access Bank Ghana Plc. performance is subjected to the rules and regulations at any time of any system.
- 5.2 Neither the customer nor Access Bank Ghana Plc. shall have liability for any indirect, incidental or consequential loss or damages (including loss profit), even if advised of the possibility of such loss or damages.
- 5.3 Neither the customer nor Access Bank Ghana Plc. will be responsible for any failure of obligations under the Agreement if such performance would result in it being breach of any government or other authority in accordance with which it is required to act or if its performance is prevented, hindered or delayed by a Force Majeure Event; in such case its obligations shall be suspended for so long as the Force Event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the relevant party, such restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any, riots, insurrection, war or acts of government.

### 6. Customer Information

- 6.1 Access Bank will treat information relating to the customer, as confidential but (unless consent is prohibited by law) the Customer consents to the transfer and disclosure by Access Bank Ghana Plc. of any information relating to the customer to and between the branches, subsidiaries, representatives offices, affiliates and agents of Access Bank Ghana Plc. and any branch, subsidiary, representative offices, affiliate agent or third party may transfer and disclose any such information as required by any law, court, regulator or legal

### 7. Termination process.

- 7.1 The customer or Access Bank Ghana Plc. may terminate this agreement on reasonable notice (taking into account any communication and any service).

## 8. General

- 8.1 Neither the Customer nor Access Bank Ghana Plc. may assign or transfer any of its rights or obligations under this agreement without the others written with consent which will not be unreasonably withheld or delayed provided that Access Bank Ghana Plc. may make such an assignment or transfer to a branch, subsidiary affiliate if it does not materially affect the provision of services to the customer
- 8.2 If any provision of this Agreement is or become illegal, invalid or unenforceable under any applicable law, the remaining of this Agreement will remain in full force and effect (as will that provision under any other law).
- 8.3 No failure or delay of the Customer or Access Bank Ghana Plc. in exercising any right or remedy under this Agreement will constitute a waiver of that right. Any waiver of any right will be limited to the specific instance

- 8.4 The Customer and Access Bank Ghana Plc. consent to telephonic or electronic monitoring or recording for security and quality of service purposes and agree that either may produce telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with this agreement.
- 8.5 Written notice shall be effective if delivered to either parties address specified below (or at any address it may provide by written notice for purpose). Notices shall be in English unless otherwise agreed

**CAUTION: ACCESS BANK GHANA PLC SHALL NOT BE LEGALLY OR OTHERWISE RESPONSIBLE WHERE CUSTOMER'S USERNAME AND PASSWORD KNOWN ONLY TO THE CUSTOMER IS ACCURATE PROVIDED BY ANY OTHER PERSON APART FROM THE CUSTOMER FOR ANY TRANSACTIONS COMMUNICATION WHERE IT REASONABLE CONTAINS SUFFICIENT INFORMATION BELIEVED TO HAVE EMANATED FROM THE CUSTOMER.**

## ATM CARD AGREEMENT

### 1. DEFINITIONS

In this Agreement:

"Account" means any account held by a Cardholder in the Bank from which the Cardholder can carry on transaction with the Card.

"Account holder" means a customer of the Bank who has an account with the Bank.  
"Card or access card" means the debit card, including any renewal, replacement or Additional card(s) issued by the Bank to the Cardholder.

"Cardholder" means the person to whom the Bank has issued one or more of the Card.

"Hotlist" means the list containing information on missing, lost, stolen, invalid, cancelled cards.

"Participating bank" means any other than the Bank participating in the Interswitch Visa Payment System.

PIN means the Personal Identification Number imputed into the card and personally known to the cardholder for use with a card.

"Point of Sale machine or (POS)" means the machine used by retailers and suppliers of goods and services exclusively for transferring units of electronic value. The scheme means Interswitch visa payment scheme.

### 2. ISSUE OF CARDS

- 2.1 The Card is a debit card available only to Account holders of the Bank.
- 2.2 The card shall only be used by the cardholder and in accordance with the terms and conditions herein stated.
- 2.3 Withdrawal of funds with the card at any ATM is only allowable against the credit balance on the account of the cardholder.
- 2.4 The card may be used at all ATMs of the Bank wherever situated, and The ATMs of other participating banks in the Interswitch and/ or visa network.

### 3. USE OF THE CARD AND PIN

- 3.1 The Cardholder shall exercise all possible care to ensure the safety of the Card in his/ her possession at all times.
- 3.2 The Cardholder shall be responsible for the formulating and inputting of his/her PIN which shall at all times be known and used solely by the cardholder.
- 3.3 The PIN shall not under any circumstance be shared with any third party and if written on any material, it shall be the responsibility of the Cardholder to keep such material entirely secured at all times.
- 3.4 Use of the card shall not be allowed for use after the expiration date stated on the card, the card is blacklisted for suspected fraudulent activities, the card is reported missing.
- 3.5 It shall be the responsibility of the cardholder to notify the Bank agents of the cancellation or withdrawal of the card. Immediately in respect of any change in his/her name, business or residential address or telephone number(s).
- 3.6 The Bank shall not be liable for any machine malfunction, strike, dispute or any other circumstances arising from the use of the card which is outside the direct control of the Bank.
- 3.7 The Cardholder shall be exclusively responsible for any losses arising from the use of the card by any unauthorized person up to seven days after the Bank receives written notice in accordance with clause 8.2 below.
- 3.8 The cardholder shall be exclusively responsible for any losses to the Bank arising from the want of exercise of care in keeping the card or the secrecy of the PIN or the use of the card by any person whatsoever other than the card holder.
- 3.9 Shall assist the Bank and/ or agents in the investigation of any loss, theft or possible misuse of the card in the recovery of any such card.

### 4. TRANSACTION LIMIT

Withdrawal per transaction from any ATM at any transactions is limited to GHS-----(------) and each cardholder is permitted to a maximum of 6(Six) withdrawal per day, subject to a maximum amount of GH¢-----.

### 5. FEES

All fees and charges applicable for the issuance and use of the card shall be as may be determined from time to time by the Bank.

### 6. REPRESENTATION AND WARRANTIES OF THE BANK

The Bank represents and warrants as follow: -

- 6.1 The Bank is a member of the Interswitch and visa payments systems.
- 6.2 The card may be used in all ATMs bearing Interswitch and/or visa.
- 6.3 The card is not on the hotlist.
- 6.4 The transaction meets the conditions of the participating bank.

### 7. COVENANTS OF CARDHOLDER

The cardholder hereby covenants and undertakes that the cardholder shall comply with the terms of this agreement and all other rules and regulations relating to the issuance of the card.

### 8. LOST AND STOLEN CARDS

- 8.1 If a card is lost, missing, or stolen or if the PIN becomes known to any other person or if a card or PIN for any other reason is likely to be misused, the cardholder must, as soon as possible notify the Bank's Contact Centre or the nearest branch of the Bank.
- 8.2 Where such notification is made to the Bank via the Contact Centre or Branch, after carrying out the Customer Due Diligence, the Contact Centre or Branch will proceed to block the card immediately.
- 8.3 Upon receipt of such Notice as contemplated above, the Bank shall at the cost of the cardholder issue a replacement card to the Cardholder.
- 8.4 It shall be the responsibility of the card holder to change the PIN as soon as a replacement card is issued.
- 8.5 Any card that is reported lost, missing which is found or recovered thereafter must be returned to the Bank immediately upon being found or recovered.

### 9. BANKRUPTCY, INSOLVENCY AND RECEIVERSHIP

In the event of the dissolution, death, bankruptcy or liquidation of the Cardholder, the Bank may at its absolute discretion terminate this agreement and disable the card, in the absence of any order to the contrary, for a fee and within two weeks of any of the events aforesaid, issue a new card in favor of the receiver, receiver / manager, liquidator, Trustee-in-bankruptcy, executor or administrator of the cardholder.

### 10. DISCLOSURE OF INFORMATION

- i) Access Bank may hold and process by computer or any other means information obtained about the Cardholder as a consequence of this agreement.
- ii) Access Bank may disclose information on the cardholder to:
- a) Any person (including the police) for purpose of investigation of a fraud or any fraud related matter.
- b) Any relevant party involved in processing Access card transaction.
- c) Any person who assumes Access Bank's right to this agreement.
- d) Any part, if permitted or compelled to do so by provision of any enactment, order of a court of law or any regulatory institution.

### 11. TERMINATION OF THE AGREEMENT

'Either party may terminate this agreement with even a day's written notice to the other party, PROVIDED HOWEVER, THAT the bank may terminate this agreement with or without notice if the circumstance warrants.

### 12. GENERAL PROVISIONS

- 12.1 The Bank reserves the right at all times to supplement, amend or vary this agreement as a result of a requirement of law or product development or other reason communicated to the cardholder at the time of the change. Any such change will be upon notice to the cardholder and notice shall be by any means the Bank sees on receipt of such the Cardholder may at its discretion terminate this agreement.
- 12.2 On termination, bankruptcy, dissolution, insolvency, liquidation or death, the cardholder's obligations will continue until all cards issued in respect of the account are returned and all outstanding indebtedness owed to the Bank by the cardholder is full repaid.
- 12.3 The waiver by the Bank of any branch of any term of this agreement will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.

## MOBILE & ONLINE BANKING AGREEMENT

### INTRODUCTION.

At Access Bank (Ghana) Plc., we are committed to providing you with a secure and user-friendly banking experience. The terms and conditions outline the rights, obligations, and limitations that apply to your use of our Digital Channels. It has been designed to protect you, the Bank and to ensure a fair and satisfactory user experience.

It is important to know that these Terms constitute a legally binding agreement between you and Access Bank (Ghana) Plc. If you do not agree with any of the provisions of the Terms and Conditions, you should not use our Digital Channels.

By using the Digital Channels, you consent to the Bank collecting, storing, and processing your personal information. For more information on the Bank's Personal Data processing activities kindly access this link: <https://www.ghana.accessbankplc.com/footer/Privacy-Policy.aspx>

### DEFINITIONS

- Digital Channels: are digital platforms launched by Access Bank (Ghana) Plc and accessible on USSD, mobile and web applications.
- Accounts: means the account or portfolio of accounts including any account(s) opened in the future by the Customer with Access Bank which shall be accessible and operated by the Customer or Trustees through the Service.
- Agreement: shall mean the Terms and Conditions contained herein.
- Financial Transactions: means all functionalities which are approved by the customers recognized Password or PIN.
- Functionalities: means all Financial and Non-Financial Transactions available on the Service.
- Non-Financial Transactions: means all the functionalities which do not involve any customer's Password/PIN approval such as inquiry, initiation of requests for statement downloads, etc.
- Password: means the secret alphanumeric code set and maintained by the Customer, which together with the User ID allows the Customer to access the Service.
- Registration: this means the process whereby the Customer downloads the Digital Channels Application from PlayStore /AppStore and goes through the onboarding process of the Application by providing the required User Account Details. The Customer sets a User ID and Password of choice. This process will allow the Customer to log in to the service.
- Service: means all or any of the Functionalities on Digital Channels provided by Access Bank (Ghana) Plc. under the brand name "Digital Channels" and is in addition to and in conjunction with any other normal banking delivery channel such as Branch Banking, Internet Banking, USSD, etc.
- User ID: means the valid name provided by the customer at the point of registration. It allows the Customer to access the Service when used in conjunction with the Password.
- We, us, our, Access Bank, The Bank: This refers to the Access Bank (Ghana) Plc. and its successors including the Group Office.
- Customer, you or your: refers to the person or individual who has an account with the Bank and is registered on the Digital Channels Application or prospective customers who seek to open an account or register on our Digital channels.
- PIN: means a 4-digit code which is set and maintained by the customer to perform financial transactions.
- OTP: means one-time password generated by the Digital Channels application which sends a unique password to the customer's phone number and allows the customer to proceed to the login page of the application after registration.
- Web Application/ Website means financial services offered over the internet using a web browser.
- Token (Hard/ Soft): means an eight- digit number made available to the customer through a token device, or an application (Entrust) used in the authentication of electronic transactions.

### USE OF THE APPLICATION

- (a) You shall use the application for lawful purposes only and following the terms and conditions.
- (b) You shall not use the application for any illegal or unauthorized purpose or in any way that could damage, disable, overburden, or impair the application.
- (c) You shall not attempt to gain unauthorized access to any portion or feature of the application, or any other systems or networks connected to the application or any server of Access Bank (Ghana) Plc.

### INSTRUCTIONS AND TRANSACTIONS

- (a) The Customer irrevocably authorizes Digital Channels to accept and act upon instructions for Financial and Non-Financial Transactions given to the Digital Channels and the Customer will be bound by such instructions.
- (b) The Customer shall be liable for all monies due including charges/tariffs and liabilities incurred arising out of the Customer's use of the Digital Channels.
- (c) The Customer accepts that the payment request submitted on Digital Channels cannot be treated as evidence of Digital Channels having paid the sum so requested.

- (d) You accept that the cut-off time for a business day is the same as Digital Channels's normal business working days in Ghana (Monday to Friday). All requests received after the cut-off time or on a holiday will be deemed to have been received on the following business day.
- (e) You agree that We shall in no circumstances be liable for any loss or damage arising from payment requests submitted to Digital Channels where the time of receipt of such requests by Digital Channels does not fall within the normal business working days.
- (f) You accept that any transaction will be completed as and when the process is successfully concluded, provided all other requirements are met.
- (g) Digital Channels will not act on any instructions via e-mail nor will Digital Channels or the Customer transmit to the other any information of a sensitive nature via e-mail. If an e-mail system is used by Customer, we shall in no circumstances be held liable for any loss or damage arising from such use unless customer has indemnity in place.
- (h) The Customer shall ensure sufficient funds in any account before making transfers. If for any reason an account is overdrawn by use of Digital Channels, the Customer shall be responsible for immediately making up the deficit by direct payment or transfer of funds from any other account(s) and payment of relevant Charges.
- (i) The Customer hereby acknowledges all debits arising from the use of the Service and considers that Digital Channels's books, entries, and registers shall be final and conclusive evidence of the correctness of any transaction.

### INTELLECTUAL PROPERTY

- (a) Digital Channels and its entire contents, features, and functionality are owned by Access Bank (Ghana) Plc. and its licensors and are protected by copyright, trademark, and other intellectual property laws.
- (b) You may not copy, modify, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the application without our prior written consent.
- (c) All trademarks, service marks, logos, trade names, and other proprietary designations of Access Bank (Ghana) Plc. used in the application are trademarks or registered trademarks of Access Bank (Ghana) Plc. Any other trademarks, service marks, logos, trade names, and other proprietary designations are the property of their respective owners.

### RIGHT OF SET-OFF

We reserve the right, at any time and without giving prior notice, to combine or consolidate all or any of the Customer's Account(s) to the credit of any one or more of such account(s) in or towards the satisfaction of any liabilities to Access Bank. The combinations, consolidations, set offs, and transfers referred to herein may be made as and when required and at the absolute discretion of Access Bank.

### CHARGES

Access Bank reserves the right to debit the Customer's account with charges applicable to the transactions on the Service.

### DISCLAIMER

- (a) The Bank shall not be held liable for any losses or damages arising from unauthorized access to your account(s) or fraudulent activities conducted through the mobile app, except in cases of gross negligence or wilful misconduct on the part of the Bank.
- (b) You, as the user, are responsible for ensuring the security of your mobile device, passwords and emails including but not limited to maintaining the latest operating system and security updates, using strong and unique passwords, and promptly reporting any loss, theft, or unauthorized use of your device.
- (c) The Bank shall not be liable for any loss or withdrawals from your account(s) due to any unauthorized use of your device, passwords, OTPs, or emails. The Bank shall not be held liable for any losses incurred using Digital Channels either through the wrongful entry of details or through compromised authorization credentials obtained under duress, theft, hypnosis, or by the negligence of the customer.
- (d) The Bank strongly recommends that you exercise caution while using the mobile app and take appropriate measures to protect your personal information, such as avoiding using public Wi-Fi networks or sharing sensitive data with untrusted third-party applications.
- (e) In the event of suspected fraud or unauthorized transactions, it is your responsibility to notify the Bank immediately through the designated channels provided by the mobile app or by contacting our customer support helpline (Call us on 0800004400/ +233(0)302742699 or email us on [contactcentreg@accessbankplc.com](mailto:contactcentreg@accessbankplc.com)). Prompt reporting of such incidents may limit your liability for fraudulent transactions.
- (f) The Bank reserves the right to investigate any reported fraud or unauthorized activity, and you agree to cooperate fully in such investigations, providing all necessary information and documentation as requested by the Bank.
- (g) The Bank may, at its sole discretion, suspend or terminate your access to the digital channels if it suspects fraudulent activity or unauthorized use of your account(s) or if you violate these terms and conditions.
- (h) The Bank may use advanced fraud detection systems and may implement security measures, such as two-factor authentication or transaction monitoring, to protect against fraudulent activities. However, the Bank does not guarantee the prevention of all fraud or unauthorized access, and you acknowledge that such security measures are subject to inherent limitations.

#### DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- (a) We make no representations or warranties of any kind, express or implied, as to the operation of the application or the information, content, materials, products, or services included on or otherwise made available through the application.
- (b) You agree that your use of the application is at your sole risk.
- (c) Digital Channels and its owner (Access Bank (Ghana) Plc.) shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the use of the App or its content.

#### DATA PROTECTION AND PRIVACY

- (a) Digital Channels may collect and use personal information in accordance with its Privacy Policy. By using our Digital Channels, you consent to the collection, storage, and processing of your personal information as described in the Privacy Policy.
- (b) Digital Channels will at all times ensure confidentiality of your Personal Information.
- (c) Digital Channels will take reasonable measures and implement adequate safeguards to protect the privacy and security of your personal information.
- (d) The processing of Personal Information shall comply with requirements of the Data Protection Act 2012(Act 843).
- (e) The customer shall inform the Bank immediately in writing of any changes to the customer's information as submitted on any document pertaining to Digital Channels.

#### COMMUNICATION

- (a) Digital Channels shall record and keep a record of the customer's electronic or other communications in line with statutory requirements.
- (b) Any communication such as advertisements on the bank's products sent through the Digital Channels application shall be deemed as having satisfied any legal requirement.
- (c) Communications sent by means of the Digital Channels shall be deemed as delivered upon receipt.
- (d) Direct marketing clause- By using our digital channels, including but not limited to our website, mobile app, and email communications, you agree to receive direct marketing communications from Access Bank (Ghana) Plc. These communications may include promotional offers, newsletters, updates, and other marketing materials related to our products and services.

#### MOBILE MONEY WALLET LINKAGE

The Customer expressly authorizes the Bank to link their account to their mobile money wallet to facilitate movement of funds to and from the linked wallet, or any other wallet, as indicated by the customer.

#### FUNDS TRANSFER LIABILITY CLAUSE

The Customer bears the sole responsibility of ensuring that the receiver's Account or wallet number is correct as Access Bank will not be liable for a transfer made to the wrong Account/ wallet number.

#### FORCE MAJEURE

Access Bank shall not be liable for any delay or failure of Digital Channels arising from any cause or causes beyond its control, including (without limitation) act of God, the act of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion, computer viruses, interruption or disruption of utilities or non-availability, non-functioning or malfunctioning of the internet service provider(s), and broadcast, telecommunications or other network systems or services.

#### THIRD-PARTY SERVICES

Digital Channels may integrate with third parties in Ghana and other jurisdictions or contain links to third-party websites or applications. We do not control, or assume any responsibility for the content, privacy policies, or practices of these third parties.

#### INDEMNIFICATION

You agree to indemnify and hold us harmless from any claims, damages, liabilities, or expenses arising out of your use of Digital Channels, violation of these terms, or infringement of any rights of third parties.

#### MODIFICATIONS

We reserve the right to modify, suspend, or discontinue Digital Channels or any part thereof, at any time without prior notice. We may also update these terms and conditions, and it is your responsibility to review them periodically.

#### WAIVER

No failure or delay on our part to exercise any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any partial exercise by Access Bank of any power, right or remedy prevent any other alternative exercise thereof or the exercise of any other power, right or remedy. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

#### SEVERABILITY

Each of the provisions of this Agreement is severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

#### GOVERNING LAW

The terms and conditions contained herein shall be governed and interpreted in accordance with the laws that may be determined by Access Bank at its sole and absolute discretion. In the event of a dispute arising in relation to the use of the Service, it shall be settled amicably between the parties and where attempt at amicable settlement is unsuccessful within thirty (30) days, the dispute shall be resolved in accordance with the dispute resolution mechanisms prescribed in the Alternative Dispute Resolution Act, 2010 (Act 798).

The customer confirms having read, understood, and accepted the above terms and conditions. If you continue this application, you will be acknowledging your acceptance of these terms and conditions.

## ACCOUNT MIGRATION

- a. The customer hereby irrevocably authorises the Bank to migrate and maintain the account in the name of the customer:
  - i. after the attainment of age thirty (30) years
  - ii. if customer is receiving salary through the solo account
  - iii. Seven (7) years after account opening date
- b. The customer consents that upon attaining age eighteen (18) years the Bank has the power and authority to migrate the account to a Solo Account in the name of the customer (if the customer is a student) or a different account class (for early savers account holders)
- c. I agree that in addition to any general terms and conditions and any right which Bankers maybe entitled by law, the Bank may with notice to the customer in respect of transactions relating to the account(s) migrate the account to another type or class of account.