



I ("Customer") confirm and agree that the following terms and conditions shall govern my/our electronic banking transactions with the Bank.

"Service" means the Electronic Banking Services of United Bank for Africa Plc ("the Bank"), including ATM Transactions, Internet Banking, Telephone Banking, Secure message facility and bills payment services

"User name and Password" means the enabling code with which you access the system and which is known to you only.

"Account" means a current or savings account or other account maintained with the Bank at any of the Bank's branches in Nigeria and other Country(s)

"PIN" means your personal identification number.

"Mailing Address" means the customer's mailing address in the Bank's records as updated from time to time.

"Instruction" means the customer's request to the Bank for the services.

"ATM" means Automated Teller Machine that dispenses cash to or receives cash/cheque from account holders with the use of a debit card or credit card.

"ATM Card" means the card used by a customer for processing transactions through Automated Teller Machine.

"Secure Message Facility" means the facility within the e-Banking Service that enables the Client to send electronic messages (e-mail, SMS) to the Bank, including without limitation free-format messages, fixed format messages, or instructions to make payments, requests for cheque books, Banker's drafts or the purchase or sale of securities and interest in mutual fund.

1. The service allows the customers to give the Bank instructions by use of:

(a) ATM, PIN, Password, User name and secure message (email, SMS) for the following:

(i) obtain information regarding customer's balance as at the last date of business with the bank.

(ii) Obtain information with regards to any instrument in clearing or any credit standing in the customers account as at the last date of transaction on the customer's account.

(iii) Authorize the Bank to debit the customer's account to pay a specified utility bill such as NITEL, NEPA, WATER RATE and/or any other bills as specified by the customer subject however to availability of such bill payment under this service.

(iv) Authorizing the Bank to effect a transfer of funds from the customer's account to any other account with the Bank.

(v) Authorizing the bank to effect any stop payment order.

(vi) Authorizing the bank to debit customers account and load same into any form of prepaid card.

2. On receipt of Instructions, the Bank will endeavor to carry out the Instructions promptly, except in situations of unforeseen circumstances such as Act of God, Force Majeure, system failure and other causes beyond the Bank's control.

3. For the service to be available to any customer, he/she must have a combination of the following:

(i) An account with the Bank (ii) a username and password

(iii) a Personal Identification Number "PIN"

(iv) an E-mail address;

4. Under no circumstances shall the customer allow any body access to his/her account through the service.

5. The Password/e-mail

(a) The Customer understands that his/her Password/e-mail is to be used to give instructions to the Bank and accordingly undertakes:

(i) That under no circumstance shall the Password be disclosed to or assessed by any body.

(ii) Not to write the Password to avoid third party coming across same.

(b) The customer instructs and authorizes the Bank to comply with any instructions given to the bank through the use of the service.

(c.) Once the bank is instructed by means of the customer's PIN the bank is entitled to assume that those are the instructions given by the customer and to rely on same.

(d) The customer's Password, Access codes must be changed immediately it becomes known to someone else.

(e) The Bank is exempted from any form of liability whatsoever for complying with any or all instruction(s) given by means of the customer's Password/PIN if by any means the Password/PIN, becomes known to a third party or otherwise becomes compromised.

(f) Where a customer notifies the Bank through e-mail of his/her intention to change his Password/PIN arising from loss of memory of same, or that it has come to the notice of a third party, the Bank shall, with the consent of the customer, delete same and thereafter allow the customer to enter a new Password/PIN provided that the bank shall not be responsible for any loss that occurs between the period of such loss of memory of the Password/PIN or knowledge of a third party and the time the report is lodged with the Bank. (g) Once a customer's Password/PIN is given, it shall be sufficient confirmation of the authenticity of the instruction given. (h) The customer shall be responsible for any instruction given by means of the customer's Password/PIN. Accordingly, the bank shall not be responsible for any fraudulent, duplicate or erroneous instructions given by means of the customer's Password/PIN.

6. Where an ATM card is issued to a customer, the card shall remain the property of the Bank at all times. The Bank may, at its sole discretion, cancel the ATM card and request its return at any time, in which case the cardholder shall immediately comply with such request.

7. The ATM card is issued entirely at the risk of the customer who shall indemnify the Bank for all loss or damage howsoever caused resulting from the use of the card. The cardholder shall take every possible care to prevent the card from being lost, mislaid or stolen and the cardholder undertakes not to pass the card to any other person.

8. The ATM card holder shall notify the Bank immediately if the ATM card is lost, mislaid or stolen or if it comes into the hands of a third party or if the PIN is unwittingly or otherwise is disclosed or made available to a third party, in all circumstances. The Bank will not be liable for any damages or loss resulting from loss of the card. Where oral notice of loss or theft is given, it must be confirmed in writing to the cardholder's branch of the Bank within 48 hours of the receipt of notice.

9. The Bank shall debit the ATM card holder's account with the amount of any withdrawal/transfer payment of telephone, water, electricity bills/payment for goods and services at point of sales (POS) terminals and all such payments as effected by the use of the ATM card along with the related bank charges.

10. The Bank reserves the right to limit the total cash sum withdrawn by the ATM cardholder and total amount spent on POS terminals during any 24 hour period. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of the ATM card or the ATM or the temporary insufficiency of funds in such machine.

11. Customer's Responsibility

(i) The customer undertakes to be absolutely responsible for safeguarding his username, password, PIN, and under no circumstance shall the customer disclose any or all of these to any person.

(ii) The customer undertakes to ensure the secrecy of his password/PIN and password by not reproducing same in any manner whatsoever either in writing or otherwise capable of making it known to persons other than the customer.

(iii) The Bank is expressly exempted from any liability arising from unauthorized access to the customer's account and/or data as contained in the Bank's records via the service, which arises as a result of inability and/or otherwise of the customer to safeguard his PIN, Password and/or failure to log out of the system completely by allowing on screen display of his account information.

(iv) The Bank is further relieved of any liability as regards breach of duty of secrecy arising out of customer's inability to scrupulously observe and implement the provisions of clauses.

(v) The customers access code and password must be changed immediately it becomes known to anyone else and therefore the customer is under a duty to notify the Bank by contacting the Customer Interaction Centre by telephone and in writing whenever his/her access code and/or password is suspected to be or has become known to another person.

(vi) The customer shall be responsible for any fraud, loss and/or liability to the Bank or third party arising from usage of the customer's access code, password, PIN and/or password by both a third party and other unauthorized access. Accordingly the Bank shall not be responsible for any fraud that arises from usage of the customer's access code, password, PIN and/or password.

(vii) The Customer undertakes to ensure that his/her PIN is not one that can be easily guessed by anyone including but not limited to addresses, telephone numbers, anniversaries, birthdays, simple sequence numbers etc.

12. Upon enrolling a customer for the Service, the customer may be charged the applicable monthly fee and/or usage fee whether or not the customer makes use of the service during the period in question.

13. Under no circumstances will the Bank 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 the customer's risk.

14. Copyright in the pages and in the screens displaying the pages, and in the information and material therein and arrangement is owned by the Bank.