

TERMS AND CONDITIONS

GENERAL T&Cs FOR BOTH INDIVIDUAL CURRENT ACCOUNT AND PLATINUM CURRENT ACCOUNT

I/We request and authorise you that, until I/we shall give notice to the contrary, honour all cheques or other Standing Orders/Instructions which may be drawn on the said account

provided such cheques, or orders comply with my/our mandate, and I/we request and authorise you to debit such cheques or other Standing Orders to the said account of such debit in consideration of which I/we agree: -

1. To be responsible for the payment of any such overdraft with interest accruing thereon.
2. To assume full responsibility for the genuineness, authenticity, correctness and validity of all endorsements appearing on all cheques, orders, bills, notes, negotiable instructions and receipts or other documents deposited in my/our account.
3. To hold you free from any responsibility for any loss of funds deposited with you subject to any present or future Government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond your control, and that any or all funds standing to the credit of the account are payable only at your bank, on demand only and only in such local currency as may then be in local circulation.
4. That the bank may debit my/our account for any service charges, from time to time as set by the Bank.
5. That any and all withdrawals and borrowing of money and/ or other transactions I undertake personally or upon my/our authority resulting/leading to debit balance (or beyond the approved debit limit where an approved OD facility duly exist) on my account with the Bank will attract penal charges as may be determined by the Bank where applicable.
6. To accept as due notification any notice of change in conditions governing the account directed to my/our last known address and/or electronic mail as the case may be and to be bound by such change.
7. That any notice or letter addressed to me/us and sent through the post, hand delivery or by electronic mail to the address supplied by me/us shall be considered duly delivered and received by me/us at the time it would be delivered in the ordinary course of post.
8. 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 a bearer or by post.
9. That the Bank will accept no liability whatsoever for funds I/we hand over to members of its staff or any other person outside banking hours or outside the Bank's premises.

I/We have been made aware of the need to safeguard my/our chequebook to prevent unauthorised persons from gaining access to it and the fact that the neglect of this precaution shall be a ground for any consequential loss being charged to my/our account.

I/We understand and agree that you are under no obligation to honour any cheque(s) drawn on this account unless there are sufficient funds in the account to cover the value of the cheque(s) and I/we understand and agree that any such cheque(s) may be returned unpaid if there are insufficient funds in my account.

I/We agree that any disagreements with entries on my/our Bank Statements shall be made by me/us within 15 days of the dispatch of the Bank Statement. Failing receipt by the Bank of a notice of disagreement within 15 days from the date of dispatch of my/our Bank Statement, it will be assumed by the Bank that the statement as rendered is correct.

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

SPECIFIC T&Cs FOR PLATINUM CURRENT ACCOUNT

The underlisted terms and conditions apply in addition to the above to only Platinum Current Account.

To maintain a minimum monthly salary inflow of GHS15,000.00 (Salaried Account) or its equivalent in Dollars, Euros or Pounds on my Platinum account for which I will pay a monthly charge of GHS50.00 (Fifty Ghana Cedis).

To maintain a minimum balance of GHS50,000.00 (Fifty Thousand Ghana Cedis) or failing which I will pay the Bank a monthly charge of GHS50.00 (Fifty Ghana Cedis).

I/We further understand that at all times material, any sum standing to the debit of the current account shall be liable to interest charges at the rate fixed by the Bank from time to time. Consequently, I/we hereby authorise the Bank to debit from the account your usual banking charges, interest, commissions, etc.

SPECIFIC T&Cs FOR FOREIGN CURRENCY/EXCHANGE ACCOUNT

The underlisted terms and conditions apply in addition to the above to only Foreign Currency/Exchange Account.

The customer understands that, funds will be used only for eligible transactions, returns will be rendered to Bank of Ghana on all funds received and utilized, conversion of foreign currency to Cedis shall be at the Zenith customer's rates and there shall be a surcharge on certain eligible transactions subject to the Bank's tariffs;

PARENTAL CONSENT CLAUSE FOR ZECA AND ZECA PLUS ACCOUNT (where applicable)

I hereby voluntarily consent to and approve in all respects, the collection, processing, usage, transfer and retention by the Bank, its affiliates or other third party service providers of my child's/ward's personal data provided for the purposes and to the extent stated herein. Therefore, I agree to defend, indemnify and hold harmless, the Bank from against all claims by third parties resulting from such use in so far as same is in consonance with the requirements under the law and the Data Protection Act, 2012 (Act 843).

T&C FOR INDEMNITY FOR FAX, E-MAIL AND TELEPHONE INSTRUCTIONS

AND WHEREAS:

A. I/We have requested Zenith Bank (Ghana) Limited ("the Bank") to act on instructions transmitted by me/us to it by facsimile transceiver, e-mail or telephone.

B. The Bank has informed me/us that it is prepared to act on such fax, e-mail or telephone instructions which purport to emanate from me/us if it receives a suitable release and indemnity against certain claims, losses, damages, demands and actions; and

C. I/We are prepared to give such release and indemnity,

NOW, THEREFORE I/WE DO HEREBY:

1. In consideration of the Bank's capacity to receive correspondences by fax/e-mail authorize the Bank to act on instructions in respect of the under listed accounts via the fax number(s)/e-mail address(es) provided below:
2. Acknowledge that it is not practicable for the Bank to establish the authenticity of all messages and instructions faxed, e-mailed or relayed by telephone to the Bank, which purport to emanate from me/us;
3. Agree that all such instructions, mandates, consents, commitments and the like which purport to emanate from me/us ("purported fax/e-mail and/or telephone instructions") shall be deemed to have been given by me/us and I/We shall be bound thereby;
4. Release the Bank from all claims, demands, actions, losses and damages of whatsoever nature which may be brought against me/us or which I/We may suffer or incur as a result of Bank acting or, for reasonable cause, not acting on any purported fax/e-mail and/or telephone instructions;
5. Indemnify the Bank and hold it harmless from all claims, demands, actions, losses and damages of whatsoever nature which may be brought against the Bank which it may suffer or incur arising from its acting or, for reasonable cause, not acting on any purported fax/e-mail and/or telephone instructions or arising from or out of the malfunction, failure or unavailability of any medium through which the above purported fax/e-mail and/or telephone instructions are transmitted, the loss or destruction of any data, the failure interpretation or distortion of communication links, or the reliance of any person on any incorrect, incomplete information or data contained in any purported fax/e-mail and/or telephone instructions received by the Bank;
6. Agree that in respect of the purported fax/e-mail and/or telephone instructions regarding the transfer of money, "same day" value may only be given if the message is received by the Bank at a reasonable time before the close of its business to the public;
7. Understand that this Release and Indemnity does not absolve the Bank from liability in respect of losses or damages suffered by me/us as a result of any unlawful or fraudulent acts of the Bank.



ZENITH BANK (GHANA) LIMITED

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ATM CARD - TERMS AND CONDITIONS

Introduction

By using a ZENITH ATM Card you unconditionally agree to be bound by the laws, rules, regulations and policies applicable on the matter, these T&Cs now existing or which may hereinafter, be reviewed, issued or modified. All the Terms and Conditions in the ZENITH ATM Card Agreement have been read and understood by you as evidenced signature on the application form of the ZENITH ATM Card.

In this agreement, "we" "us" and "our" mean Zenith Bank and "you" and "your" mean the customer and include (where appropriate) any person the customer has asked us to give a Card to.

"Bank" means Zenith Bank Ghana Limited. "Card" means a ZENITH ATM Card, including any renewal or replacement Card. "Card holder" means the person having power alone to operate the Card in accordance with the Bank mandate in respect thereof. "PIN" means the personal identification number issued to the Cardholder from time to time for use with the Card. "Transaction" means any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of Card in any authorized manner for debit or credit to the Account.

Charges

The Cardholder shall be charged a fee by Zenith Bank, in accordance with the Bank's schedule of fees from time to time in force.

Limiting your right to use the Card

If we have good reason, we may

- Refuse to approve a Transaction

- Cancel or suspend your right to use the Card for any Transaction or refuse to replace any Card without prior notice to you. We will not be liable to you for refusal on your part to approve a Transaction if you cannot use the Card for a Transaction or for loss or damage you may suffer as a result of the above.

Security

You should do all that you reasonably can to keep the Card safe and your PIN confidential at all times. You must also keep the Card separately from any cheques. You should never write down or record your PIN. You should only reveal your Card number to make a Transaction or report the loss or theft of the Card or otherwise with our permission only if we allow you to do so.

When to notify us

You should notify us as soon as reasonably possible if:

a) The Card gets lost or stolen or you think that the Card may be misused or that someone else may have found out the PIN.

b) Your statement includes an item which you think is wrong.

c) You change your name or address.

You can contact us at any of our branches during business hours or at Zenith Bank (Ghana) Limited Head Office (Tel: 0302 680 889 / 0542 000 111). You will be required to communicate to us in writing within seven days any verbal information which you have not already given us in writing. You must give us all the information you have about the loss, theft or misuse of the Card or the PIN, and any other information we may require. We may give the police any information we think will be useful. If you find the Cards which you have reported as lost, stolen or at risk of misuse, you must not use them. You must cut them in half and report this to us immediately.

Limits of liability

If someone uses a Card obtained from you with your permission, you will be liable for all the Transactions which take place prior to you notifying us that there is a danger of the Card being misused. If we are unable to debit your account because the account has been closed or for any other reason beyond our control, you will still be liable to pay us for all Transactions we cannot reasonably control. This includes any machine failing to work and industrial disputes.

Refunds and claims

We will credit your account with a refund for a Transaction if the retailer asks us to or if you notify us that a Transaction with a retailer has been incorrectly debited to your account. You cannot use a claim you may have against someone else to make a claim against us, or refuse to pay us, unless you have a legal right not to do so. You cannot transfer any rights against us to anyone else.

Dispute Resolution Turn Around times

By accepting to use the Card, you recognize that We are bound by obligations to third parties like VISA/Mastercard on the Use of the Card. These obligations may determine the turnaround times for resolving any dispute that may arise on the use of the Card. These may include (but not limited to) chargebacks, fraudulent, suspicious transactions or any issue resulting in a dispute over funds related to your use of the Card. You agree and understand that any such dispute may be resolved within a maximum 120 days, or any period determined by the third party.

Changing the terms of agreement

We may change the terms of agreement, including our charges if we add extra functions to the Card at any time, upon notification to you about the change. Changes will normally arise from market conditions, cost of providing the service, legal or other requirements affecting us or for any other good reason in our sole discretion. We may introduce a change for any service provided under or in connection with this agreement. We will notify you about any changes by:

- Advertising in the press; or

- Messages in your Bank statement ; or

- Sending you a written notice.

Ending this agreement

This agreement will come to an end if either of us gives a written notice to the other to that effect, and you have returned all Cards and made all payments due under this agreement.

General

We do not warrant that services and benefits which we provide outside the terms of this agreement will always be available. We may reserve the right to withdraw or vary these service or benefits at any time without giving you notice. We will charge you for any losses or costs we have to pay if you breach this agreement.

This agreement is governed by the Ghanaian law.

I have read, understood and agreed to all the terms and conditions of this card application. I agree to be bound by all the terms herein.

ZENITH BANK GHANA ELECTRONIC BANKING AGREEMENT

1. DEFINITIONS

"Customer(s) or You" means a customer of Zenith Bank (Ghana) Limited who has or operates an account with the bank and is named in the application form, but where two individuals are named, either or both of them are "customers". "Customer in this Agreement may, where the context admits, be referred to variously as "you" and/or "your".

"The Bank" or "we" or "us" means Zenith Bank (Ghana) Limited. "The Bank" in this Agreement may, where the context admits, be referred to variously as "we", "us" and/or "our".

"Service" means Zenith Bank Ghana Internet Banking, Telephone Banking, Secure message facility, online bill payments and other similar or related e-banking services as we may amend, introduce, or modify from time to time.

"Access code, Passcode, Username and Password" means the enabling security code with which you access the system and which, at all material times must be/is known to you only.

"Account" means your current or savings account or other account maintained with the Bank at any of "our" branches in Ghana which has been linked to any e-banking service on your instruction/request.

"PIN" means your Personal Identification Number.

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"Mailing Address" means your mailing address in our records.

"Instruction" means your request to us for the Services.

"ATM" means Automated Teller Machine that dispenses cash to account holders or accepts cash deposits with the use of a smartcard i.e. debit card or credit card.

"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, bankers drafts or the purchase or sale of securities and interests in mutual funds.

"Third Party Bank" means any bank other than Zenith Bank (Ghana) Limited and "Third Party Account" means any account other than a Zenith Bank (Ghana) Limited Account.

2. THE SERVICE

The service allows you to give us instructions by use of:

(a) Telephone, ATM, PIN, Passcode or Access code, Username and secure message (email, SMS) for the following:

i. Obtaining information regarding your account(s) balances as at the last date of business with us.

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

iii. Authorizing us to debit your Account to pay a specified utility bill (such as electricity) and/or any other bills as specified by the customer subject however to availability of such bill payment under this service.

iv. Authorizing us to effect a transfer of funds from your account to any other account with the bank or with a third party bank.

v. Authorizing us to effect any stop payment order.

(b) On receipt of any instruction(s), the Bank will endeavor to carry out your instructions promptly, except all or any unforeseen circumstances such as an Act of God, Force Majeure, system failure and other causes beyond our control prevents us from doing so immediately.

3. ACCESS

(a) Before the service can be available to you, you must have any one or a combination of the following:

i. A duly opened and functional account with us which has been linked to the service;

ii. A Passcode, Access code, Username and Password;

iii. A touch-tone telephone/GSM handset and computer or an acceptable, usable (as determined by us) electronic gadget;

iv. A Personal Identification Number ("PIN"); and

v. An acceptable e-mail address.

(b) Under no circumstances shall you/allow anybody to access your account through the service. You understand that you are obliged to inform us immediately of any breach or any unauthorized access to your account.

4. THE PASSCODE OR ACCESS CODE/PASSWORD/E-MAIL

(a) You understand that your Passcode or Access Code/Password/E-mail is used to give instructions to us and accordingly undertake:

i. That under no circumstances shall the Passcode, Access Code/Password be disclosed to any other person.

ii. Not to write the Passcode, Access Code/Password in an open place in order to avoid any other person(s) coming across same.

iii. That you hereby instruct and authorize us to comply with any instructions given to us through the use of the service without any need for verification or validation.

iv. Once we are instructed by means of your Passcode, Access Code and PIN, we are entitled to assume that those are the instructions given by the customer and to rely on the same.

v. That your Passcode or Access Code must be changed immediately it becomes known to someone else.

vi. You understand that we are exempted from, and indemnified against any form of liability whatsoever for complying with any or all instruction(s) given by means of your Passcode or Access Code if by any means the Passcode or Access Code becomes known to a third party.

vii. Where you notify us of your intention to change your Password or Access Code arising from loss of memory of same, or that it has come to the notice of a third party, we shall, with your consent, delete same and thereafter allow you to enter a new Passcode or Access Code **PROVIDED THAT** the Bank shall not be responsible for any loss that occurs between the period of such loss of memory of the Passcode or Access Code or knowledge of a third party and the time the report is lodged with us.

viii. That once your Passcode or Access Code is given, it shall be sufficient confirmation of the authenticity of the instruction given.

ix. That you shall be responsible for any instruction given by means of your Passcode or Access Code.

x. That accordingly, the Bank shall not be responsible for any fraudulent, duplicate or erroneous instructions given by your Passcode or Access Code.

5. CUSTOMER'S RESPONSIBILITY

i. You undertake to be absolutely responsible for safeguarding your Username, Access code, Passcode, PIN and Password, and under no circumstance shall you disclose any or all of these to any person.

ii. You undertake to ensure the secrecy of your Passcode or Access Code, PIN and Password by not reproducing same in any manner whatsoever either in writing or otherwise capable of making it known to any other person(s).

iii. You hereby expressly exempt us, including our officials and Directors from any liability arising from unauthorized access to account and/or data as contained in the Bank's records via the service, which arises as a result of your inability and/or otherwise failure to safeguard your PIN Passcode or Access Code and/or Password and/or failure to log out of the system completely by allowing on screen display of your account information.

iv. We are further relieved of any liability as regards to breach of duty of secrecy arising out of your inability to scrupulously observe and implement the provisions of clauses 5(i) – (iii) above, and/or instances of breach of such duty by hackers and other unauthorized access to your account(s) via the service.

v. Your Access Code and Password must be changed immediately it becomes known to anyone else and therefore you are under a duty to notify us whenever your Access Code and/or Password have become known to another person.

vi. Where you notify the Bank of your intention to change your Access code and/or Passcode arising from either any loss of memory of same or that it has come to the notice of a third party, the Bank shall with your consent delete same and thereafter allow you to enter a new Passcode, Access Code and Password; provided that we shall not be responsible for any loss(es) that occur(s) between the period of such memory of the Access Code, Passcode and/or Password or knowledge of a third party and the time the report is lodged with us.

vii. You shall be responsible for any fraud, loss and/or liability to the bank or third party arising from usage of your Access Code, Passcode, PIN and/or Password being used by a third party and other unauthorized access. Accordingly we shall not be responsible for any fraud that arises from usage of your Access Code, Passcode, PIN and/or Password.

viii. Upon your enrollment unto this service, you agree to be charged the applicable monthly fee and/or usage fee whether or not you utilize the service during the period in question.

ix. Under no circumstances will we 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 advised of the possibility of such damages, losses or hyperlink to other internet resources are at the customers risk.

x. Copyright in the pages and in the screens displaying the pages, and in the information and material therein and arrangement shall at all times, be ours.

xi. We shall not be responsible for any electronic virus or viruses that you may encounter in the course of making use of this service.

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6. INTERBANK TRANSFERS

You may make interbank transfers on the Automated Clearing House platform in accordance with the Ghana Automated Clearing House Guidelines and Operational procedures and in the following manner:

- i. You shall be required to read and sign an electronic banking agreement covering this service.
- ii. You may make interbank transfers through the 'Interbank transfer' link located on the internet banking platform.
- iii. You may be required to first set up the beneficiaries and enter the following mandatory fields: (Name, Account number, Bank name and Branch name) before you can use this service.
- iv. You can make a one-off or recurring transfer through the Interbank Transfer Link.
- v. You will only be allowed to transfer cedi amounts.
- vi. You can make a maximum transfer of Fifteen Thousand Ghana Cedis (GHS 15,000) per day.
- vii. You may transfer the above amount indicated in clause (vi) amongst various beneficiaries.
- viii. Each transfer shall attract an additional fee. You understand that the transfer of funds may only be effected if the said funds as well as the fee for the transfer are available in the account.
- ix. The transfer of funds will take a maximum of forty-eight hours (48hrs) or less to reflect in the third party account.

7. RULES OF THE ROAD

For the benefit and security of our customers and to comply with applicable laws, we have a few mandatory guidelines that we call "Rules of the Road". Any conduct that violates the "Rules of the Road" is grounds for termination of these services and we may for whatsoever reason vary these terms and conditions. For this reason, you agree and undertake to:

- i. Provide true, accurate, current and complete information about yourself as requested in our registration form and account opening forms and agree not to misrepresent your identity, information, which may include Usernames, Passwords or other access devices for such accounts to anyone.
- ii. Obey all laws governing the use of the service. 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, obscene, or that infringes the right of others.
- iii. Apply restrictions on commercial use or resale: Your right to use the service is personal and therefore you agree not to assign or make any commercial use of the service.
- iv. Proprietary rights: You acknowledge and agree that we own all rights to our web site and the content displayed on the site. You are only permitted to use this content as expressly authorized by the service. You shall not copy, reproduce, distribute, or create derivative work from this content.
- v. A violation of any of the rules (i-iv) is a ground for immediate discontinuation of the service by the Bank.

8. DISCLAIMER OF WARRANTIES

- a) You expressly understand and agree that the use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. We hereby expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b) The Bank makes no warranty that:
 - i. the service will meet your requirements;
 - ii. the service will be uninterrupted, timely, secure, or error-free;
 - iii. the results that may be obtained from the use of the service will be accurate or reliable;
 - iv. the quality of products, services, information or other material purchased or obtained by you through the service will meet your expectations; and

- v. any errors in the technology will be corrected.

c) Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and the Bank is not responsible for any damage to your computer or any similar system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by the customer from us or through or from the service will create any warranty not expressly stated in these terms.

9. LIMITATIONS OF LIABILITY

You hereby agree that the Bank will not be responsible for any liability, whether direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use or other intangible losses, even if we have been advised of the possibility of such damages, resulting from:

- i. the use or the inability to use the service;
 - ii. the cost of getting substitute goods and services resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
 - iii. unauthorized access to or alteration or your transmission of data;
 - iv. statements or conduct of anyone on the service; or
 - v. any other matter relating to the service.
- vi. Indemnification: Except when caused by our own intentional misconduct or gross negligence, you agree to protect and fully compensate us, our employees, and our affiliates and service providers from any/and all third party claims, liability, damages, expenses and costs (including, but not limited to legal fees) caused by or arising from a customer's use of the service, violation of the terms or infringement, or infringement by any other user of customer's account, of any intellectual property or other right of anyone.

vii. Service changes and discontinuation: We reserve the right to change or discontinue, temporarily or permanently, the service at any time without notice. In order to maintain the security and integrity of the service, we may also suspend your access to the service at any time without notice. You agree that the Bank will not be liable to you or any third party for any modification or discontinuation of the service.

10. OTHERS

We shall be considered an agent or other legal representative of yours for any purpose by reason of this agreement and/or any other party whom you use this service to pay. This agreement cannot be changed by the customer nor any of the Bank's rights waived unless the Bank agrees in writing or you continue using the service following receipt of notice of any changes proposed by the bank. This agreement is personal to you and you may not assign it to anyone.

All notices to you shall be in writing via the address you have provided to us (in your account opening details) and all notices to the Bank must be made in writing sent to the Bank's address. All notices to the customer shall be in writing via the address the customer has provided to the Bank, all notices to the Bank must be made in writing and sent to the Bank's address.

The Bank and the customer shall at all times be independent contractors, and nothing contained in this agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal, agent or master and servant, employer or employee between the parties. If any of these terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with other provision remaining in full force and effect.

The laws of Ghana shall apply to this agreement. You agree that any claim, dispute, or issue arising out of this Agreement shall be subjected to Arbitration in Ghana.