

1. Agreement and acceptance

This agreement becomes effective between you and Stanbic IBTC Bank PLC ("the bank", "we" or "us") at the time of registering for Self-Service Banking or at the time you access Self-Service Banking, whichever occurs first. For purposes of this agreement "Self-Service Banking" includes, GSM, email, 3S Banking, Internet Banking, E-statements, debit card, ATM, Banking, and transaction notification services.

2. Defining the device and medium

The device which you select to access our self-service banking may include a computer, cell phone, telephone, television, or similar technologies (the device), and the medium through which you access self-service banking may include the Internet, wireless application protocol (WAP), wireless Internet gateway (WIG), short messaging system (SMS), voice over an automated voice recognition system or similar technologies (the medium). We will refer to the device and the medium collectively as "the communication system". Where a particular communication system requires contractual provisions different from other communication systems, this will be clearly stated in this agreement.

3. Linked text

For ease of use, we have included automated links (hyperlinks) in this agreement to information elsewhere in the communication system. These links are indicated by blue underlined text and your mouse's cursor should change into a hand or other pointer when held over this text. You are obliged to view the relevant parts of the hyperlinked information, which information will be regarded as forming part of this agreement. If your communication system cannot access the hyperlinks, you must visit our website at www.stanbicibtcbank.com to access the linked information or contact our Customer Care Centre 0700 909 909 909

4. Amendments

We may amend this agreement from time to time and you are bound by the version of this agreement that exists at the time you access electronic banking and 3S transaction services. The date of the version is recorded above clause 1.

5. Registration, Creation of Beneficiaries, and Opting Out of 3S banking transactional services

Before you can use 3S Banking for transactional services, you must register and create your beneficiaries on USSD, Mobile Banking, or Internet Banking platforms. You can also opt out of 3S banking transactions services on USSD, Mobile Banking, or Internet Banking platforms.

For more information on how to do this, you can visit a branch or call our Customer Care Centre 0700 909 909 909

Verification: You will not be able to register or gain access to use transactional services of our 3S banking using somebody else's bank details. Before we allow you access to Self-Service Banking including 3S banking transactional services, we may require information from you so that we can verify that you are who you say you are.

6. Fees

For the use of 3S banking transactional services, you will be charged the following fees:

- a. We may charge you a monthly subscription fee.
 - b. We may charge a transaction fee based on the type of transactions you perform. Details of our standard subscription and transaction fees are available on our website and at branches.
 - c. If you fail to pay our fees or if you have insufficient funds in the accounts which you have selected for this purpose, we reserve the right to refuse you access to the relevant Self-Service Banking including 3S banking transactional services, and to debit all outstanding fees to any other account you have with the bank.
 - d. Mobile Network Service provider's SMS cost
7. We will act on instructions that appear to have been sent by you

The use of a communication system means we do not interact face-to-face. Unless you notify us before we give effect to an instruction, you authorize us to rely on and perform all instructions that appear to originate from you (even if someone else is impersonating you).

8. Sending and processing instructions

Your instructions to us will be subject to the same turn-around times and processes that apply to your customer profile, the type of account you have, and the type of transaction involved. More information on the turn-around times for processing instructions is available on our website. An instruction, including purchases of prepaid products, cannot be terminated or revoked once sent to us. You will not hold us liable if you execute the same instruction more than once and neither instruction will be reversible.

9. Confirmation of receipt of your instructions

An instruction is deemed to be received by us only once we have confirmed we have received it. If we fail to confirm receipt of your instruction, do not re-send the same instruction before checking your statements and contacting our Customer Care Centre. This is because the initial instruction may still be processed and re-sending the instruction may lead to a double transaction for which we will not be held liable.

10. Mobile phone protection

Your mobile phone gives you access to type out transaction command on 3S Banking using alias and amount <Alias/Keyword><Space><Amount> □ The system receives the transaction and identifies the details of the beneficiary using the stored alias/keyword □ System processes the transaction.

You must always protect and keep your mobile phone confidential. It is not safe to give access to your mobile phone to a third party. We rely on you to report any compromised access to your mobile phones to us without delay. You may do this by contacting our Customer Care Centre or your branch. We may ask you to verify your identity to prevent someone else from impersonating you. Once you notify us to disable an access code we are entitled to

- a. Reject all instructions received after such notification.
- b. Suspend the processing of all instructions not yet executed.
- c. Reverse (if possible) all executed transactions with effect from such date and time as we may reasonably determine the unauthorised use to have commenced.

d. Deactivate the access code without further notice. There will never be a reason for any person including a member of our staff or Customer Care Centre to know or ask for your access code. Do not disclose an access code to these persons, regardless of whether you called them, or they called you. You must immediately notify us if you discover an error or irregularity. You can report any errors to our Customer Care Centre or at any branch.

11. Opting out of 3S banking transactional services

You must immediately opt out of 3S banking transactional services if you feel your access to this service has been compromised in any way. Available Self - Service options for opting out include:

- a. Sending out command from registered phone number to 30909 to discontinue transactional services.
- b. Dialling *909*30909# USSD from registered phone number
- c. Log on to Mobile App to use opt out of 3S banking transactional services.
- d. To opt-out via Internet Banking, the customer logs on to Internet Banking

12. Your authority

You permit us to regard all activities you conduct, or instructions sent after you send transaction command to 30909 as being authorised by you and intended to have legal force and effect.

13. Sufficient notice

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

14. No offer, recommendation, or solicitation

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

15. Nature of information on the communication system

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

- a. projected revenues, income, earnings per share, capital expenditures, dividends, capital structure, or other financial items.
- b. our plans, objectives, and projections for future operations and services

16. Our intellectual property

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

- a. the material is used for considering or using self-service banking and for no other commercial purposes; and
- b. any reproduction of any portion of our proprietary material must include our entire copyright notice.
- c. future economic performance. These will be only estimates so actual events or results may differ. All information is provided "as is" and should not be treated as professional or investment advice of any kind. You should consult your own professional advisers before relying on any information on the communication system.
- d. The logos and trademarks shown on our communication system are our registered and unregistered trademarks or those of third parties. Nothing contained in our communication system should be construed as granting any license or right to use any trademark or other intellectual property without our prior written permission or that of the relevant third parties. Your application to use any content from our communication system must be submitted in writing. On receipt, we may respond and enter into further discussions with you. Consider your request declined if you do not get a written response from us within five business days. Irrespective of the existence of copyright, you acknowledge that we are the proprietor of all material on the communication system, whether it constitutes confidential information or not, and that you shall have no right, title, or interest in any such material.

17. Transmission of information and security tips

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

18. Indemnity

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

Non-payment;

Any instruction exceeding the amount available in your bank account; or

Unauthorised instructions were executed which were not due to our negligence.

19. Unavailability of Self-Service banking including 3S banking transactional services

We will at all times and for whatever reason, have the sole and exclusive right to suspend or terminate Self-Service Banking including 3S banking transactional services without any prior notification or giving any reasons for such termination or suspension. You acknowledge and accept that Self-Service Banking including 3S banking transactional services may be unavailable from time to time for any reason, including: technical failure or problems with the communication system itself or our communication system underlying banking systems (the bank system); technical failure or problems with a communication system directly or

indirectly underlying Self-Service Banking 3S banking transactional services that is owned or controlled by other persons (third party system); unavailability of telecommunication or electricity services; or other circumstances beyond our control . You undertake, in the event of unavailability of Self-Service Banking including 3S banking transactional services, to limit your potential losses by using any other means of communication with us for the duration of the unavailability of Self-Service Banking 3S banking transactional services.

20. Warranties and representations

We do not warrant that the communication system or Self-Service Banking including 3S banking transactional services will be error-free or will meet any particular criteria of accuracy, completeness, or reliability of information, performance, or quality. We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy.

21. Disclaimer and limitation of liability

For purposes of this clause "we" or "us" or "our" includes the bank as well as its affiliates, shareholders, employees, consultants, and agents. Although we have taken care to ensure that the content provided on the communication system is accurate and that you suffer no loss or damage as a result of your using it, the communication system and Self-Service Banking including 3S banking transactional services are provided "as is". We are not liable for any damages whatsoever relating to your use of the communication system or Self-Service Banking including 3S banking transactional services. This includes the information contained on the communication system or your inability to use the communication system or Self-Service Banking 3S banking transactional services, including, without limitation, any direct, indirect, special, incidental, or consequential damages, whether arising out of contract, statute, delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage. Without derogating from the generality of the foregoing, we are not liable for:

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

22. Breach

We may terminate your access to Self-Service Banking including 3S banking transactional services if you breach a material term of this agreement and fail to remedy it within five days of you being notified of it. We may do this without detracting from our right to take any other steps available to us at law or under this agreement, including the right to obtain an interdict.

23. How disputes will be resolved

All disputes arising as a result of your use of Self-Service Banking including 3S banking transactional services, the interpretation of this agreement, or any matter which in terms of this agreement requires agreement by the parties (other than where an interdict is sought, or urgent relief may be obtained from a court of competent jurisdiction) will be decided by arbitration. A demand notice for Arbitration may be served by either party and within fourteen (14) days of such demand being served the matter may be referred to a sole arbitrator to be agreed upon by both parties, or in the absence of such an agreement, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act Cap, A18, Laws of the Federation of Nigeria 2004. The arbitrator shall render a written decision no later than 60 days after the matter was referred to arbitration or so soon thereafter as possible. The venue for arbitration shall be in Lagos. Each party shall pay its own attorney fees and costs notwithstanding which party prevails. The award of the arbitration panel shall be binding on the parties. Either of us is entitled to have the award made an order of court of competent jurisdiction. Both of us will keep the evidence in the arbitration proceedings and any order made by an arbitrator confidential unless otherwise contemplated herein. The arbitrator will have the power to give default judgement if either of us fails to make submissions on the due date or fails to appear at the arbitration.

24. Capacity to enter into agreements

You warrant to us that you have the required legal capacity to enter into and be bound by this agreement. Anyone below the age of 18 must be assisted by their legal guardian when reading this agreement. If you are below 18 years of age you have to speak to your legal guardian or parents. If you are unsure whether you have the legal capacity to enter into agreements, you have to contact someone able to provide you with this information before you continue to use Self-Service Banking. Our Customer Care Centre will be able to help you clear this up.

25. Certificate

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

- a. the current version and all previous versions of this agreement,
- b. notices and disclaimers posted on the communication system, and
- c. notification sent under this agreement.

26. Our address for notices and service of legal process

For the purpose of service of any legal process, we choose the following registered address: E-Business Department, Stanbic IBTC Bank Plc, Walter Carrington Crescent, Victoria Island, Lagos

27. Law governing our relationship

This agreement will be governed and construed in accordance with the Federal Republic of Nigeria without reference to any conflict of law provisions, and any dispute arising therefrom shall be determined in accordance with such laws.

28. General provisions

The headings of the clauses in this agreement are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify this agreement. Where any dates or times need to be calculated in terms of this agreement, the international standard time (GMT) plus one hour will be used. Whenever disputes result from the peculiarities of the communication system, we both authorise a court or arbitrator to interpret this agreement in such a manner as to facilitate normal banking without placing undue emphasis on technical issues. No failure or delay by us to exercise any of our rights is to be construed as a waiver of any such right, whether this is done expressly or implied. It will also not affect the validity of any part of these conditions or prejudice our right to take subsequent action against you. If any of these terms, conditions, or provisions are held to be invalid, unlawful, or unenforceable to any extent; such term, condition, or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid to the full extent permitted by law. If you have any questions about this agreement or do not understand anything in this agreement, please call our Customer Care Centre 0700 909 909 909