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## **DIASPORA ACCOUNT OPENING FORM**

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CLARATION
nereby apply for the opening of an account with Richway Microfinance Bank Limited. I have read and understood the terms and conditions over lead overning the opening of an account with Richway Microfinance Bank Ltd and those relating to various products and services that I have requested cluding but not limited to Debit Cards/Credit Cards/Internet Banking/Mobile Banking/SMS and Email Alerts accept and agree to be bound by the terms and conditions including those excluding/limiting the Bank's liability. I understand that the Bank may deby account for service charges as applicable from time to time. I hereby declare that information given above is true and correct to the best of many ledge.
Signature

## **TERMS AND CONDITIONS**

- 1. Apply to open an account for banking and related financial services of Richway Microfinance Bank limited.
- 2. Declare that the information given In this account opening form is true and accurate.
- 3. Agree that any information found to be false, incorrect or misleading may cause the bank to reject my application or close my account If it had been opened.
- 4. Agree to promptly notify you of any subsequent change in my account details.
- 5. Agree that you may rollover or reinvest on my behalf any monies standing to the credit of my account In any one of your investment securities, until contrary instructions are given by me provided that you shall honor on demand all changes issued by me if there are sufficient funds In my account.
- 6. Agree to hold you harmless and free from any responsibility for any loss of funds deposited with you due to any future governmental order, law. levy, tax, embargo, exchange restriction or other cause beyond your control.
- 7. Accept as due notification, notice of the conditions governing my account which is sent to any or all of my last known address(s) and to be bound by such change.
- 8. Agree that if a cheque credited to my current account Is returned dishonored, the same may be returned to me through my last known addresse(s) either by hand or post.
- 9. Agree that you may at your absolute discretion close at any time my account(s) with you.
- 10. Agree that the bank shall not be liable whatsoever for funds/tellers handed over by me to bank officers outside normal working hours and/ or outside the Bank premises except as may be otherwise agreed in writing.
- 11. Agree that neither the bank nor its staff shall be liable for any loss arising as a result of the authority and the execution of the authority given to the bank on cheque confirmation.
- 12. Agree to be bound by these and other terms and conditions regulating the operations of the bank account(s) and other financial services including but not limited to Internet Banking, Mobile Banking, card Services, Telephone Banking, Automated Teller Machines (ATMs), and Money Transfer Services
- 13. Agree that the Bank shall have the right to set -off any sum credited to my account against any sum owed to the Bank by me either alone or jointly with any other person or persons, company or companies on any account or against any sum owed to the Bank by me as a result of my being a Surety or Guarantor to some other person or persons, company or companies.
- 14. Agree that the account relationship hereby established shall be governed and construed in accordance with Nigerian law and by reference to the accepted principles and practices of banking.

## **ELECTRONIC BANKING SERVICES**

- Debit Cards (Verve/Master Card and Visa Card) The use of debit Card shall be subject to the following terms and conditions: I/We hereby

  - Agree my/our card shall be kept secured at all times and that my/our Personal Identification Number (PIN) Card Verification Value (CVV) and Card Verification Code will not be disclosed to any third party
  - 2. Agree that all t transactions at any Automated Teller Machine (ATM) point of Sale (POS) terminal or via Internet made with my card and PIN, CVV or eve shall be treated as having been authorized by me/us.
  - 3. Agree that if any account that may be assessed by my card is a joint account with more than one signatory all transactions at any ATM POS terminal or via Internet that are made with my card and PIN or password shall be treated as authorized by me and the bank shall not be liable if it's found that such transactions were earned out Without my
  - I agree that cash withdrawals made with my card and PIN Shall not exceed a maximum limit as may be specified by the bank from time to time
  - Agree that cash Withdrawal at the ATM shall be deemed to have been concluded at the point when the ATM dispenses cash to me via the cash tray The bank accepts no liability 5 whatsoever for any subsequent event occurring after cash had been dispensed
  - 6. This card Is the property of the Bank and may be withdrawn at any time It must be returned to the bank on demand. I further agree that the ATM may impound my card anytime if
  - Agree that the card shall expire on the date indicated thereon and may at the discretion of the Sank, be renewed
  - The bank shall not be liable for any machine malfunction, strike or dispute or any other circumstance affecting the use of the card where such matters are not within the direct 8. control of the bank
  - Agree to be liable for ail losses arising from use of the card by any person having possession of pin with my consent or due to my negligence
  - 10.
  - The Bank reserves the right to charge me fees and conditions, as it may deem appropriate for the use of this service

    Agree that if my card Is lost or stolen I shall promptly make a written report to the bank or at it's nearest branch and take all necessary steps as the bank may require assisting on the 11. recovery of the card. I further agree to be liable for any loss arising from the use of rny card or PIN. CN or eve by any unauthorized person up to two working days after the bank receives written notification of loss of the card
  - 12. In the event t hat my card Is lost, missing, or stolen, or my PIN CVV and Is forgotten I shall be required to obtain a new card from the bank at a prescribed fee
  - 13. Agree that my rights under this service are personal and therefore not assignable or transferable
  - Agree that the bank may vary the terms of this service at any time without notice to me
  - 15. Either party may terminate this service with seven days written notice to the other party, however the bank may terminate this service with or without notice if circumstances so warrants
  - Agree to abide by the rules and regulations of relevant card associations
  - Agree and undertake to activate my debit card before leaving your branch
- II. Alert/e-Mail Statement Banking Service. The use of Alert Banking Service shall be subject to the following terms and conditions: I/We hereby
  - Accept responsibility for the confidentiality and security of your alert message and shall ensure that my mobile phone is kept in safe custody and that I alone have access to your 1.
  - 2. The Alert Banking Service is an information service which is given after the occurrence, all transaction message sent by alerts are therefore presumed and treated as having been authorized by me and the bank shall therefore have no liability whatsoever to me
  - 3. Where I operate a joint account or an account with more than one signatory for this service, all transaction messages shall be treated as having been authorized by me and the bank shall therefore not be liable to me if It turns out that such transactions were earned out without due authorization.
  - 4. The bank shall not be liable for any loss arising from my inability to receive notification message due to system downtime arising from
    - Circumstances beyond Its control, Including strikes and dispute,
    - System maintenance, upgrading or similar circumstance b)
    - Failure of service provider to deliver SMS on time.
  - 5. Agree to pay the bank's scale of fees and commission as may be specified from time to time, for the provision of this service. I hereby authorize the bank to debit any of my account(s) with such fees and commission
  - Agree that my rights under this agreement are personal and therefore not assignable or transferable.
  - If the bank provides by email any confidential information requested by me. I agree that the Bank shall not be liable if the Information provided is lost or Intercepted, altered or misused by a third party
  - Where my mobile phone Is lost, missing or stolen, I undertake to make a report to the Bank within 24 hours and the service shall be terminated for the affected line immediately 8.
  - The Bank shall not be liable for any Information that is disclosed to any unauthorized person due to my negligence
  - 10. Either party may terminate this service with seven day's to the other however the Bank may terminate this service with or without notice If circumstances so warrant

## Ш Others

- The service allows the customer to give the Bank Instructions by use of Telephone, internet, token, ATM, PIN, CW or eve, Password/ Access Code, Users name and secure message (Email and SMS) for the following purposes:
  - Obtaining Information regarding customers balances at the last date of business with the Bank

  - Obtaining information regarding to any instrument in dealing, or any credit standing on the customer's account as at the last date of transaction on the customer's account Authorizing the bank to debit customer's account to pay a specified utility bill such as NITEL, PHCN. Water Rate and/or any other bill as specified by the customer subject c) to availability of such bill payment under this service
  - Authorizing the bank to effect a transfer of funds from the customer's account to any other account with the Bank
  - Authorizing the bank to effect any stop payment order
  - Authorizing the bank to debit customers' account and load same amount into a debit card
- The bank on its part shall endeavor to carry out the customers instruction, save for reasons for Force Majeure or any other circumstances beyond its control
- 3. The customer understands that his/her Password/Access Code/ Email is used to give Instructions to the bank and accordingly:
  - That under no circumstances shall the Password/Access Codes be disclosed to a third party
- b) Not to write the Password/Access Code in an opened place/piece in order to avoid same being compromised. The customer Instructs and authorizes the Bank to comply with any instructions given to the bank via this service
- Where a customer notifies the bank of his/her intention to change his/her Password/ Access Code arising from loss of memory of same or that it has become known to a third party, the Bank shall with the consent of the Customer, delete same and thereafter allow the customer to enter a new Password/Access Code PROVIDED that the bank shall not be responsible for any loss that occurs in the period of such loss of memory of the Password/Access Code or its been authorized to a third party and the time a report is duly lodged
- The customer shall bear full responsibility for any instruction given to it by means of his/ her Password/ Access Codes, accordingly the Bank shall not be liable for any 6.
- fraudulent, duplicated or erroneous instructions received by means of the customers' Password/Access Codes
  The customer's Password/Access Code must be changed immediately before it becomes known to a third party. The customer is therefore obliged to notify the Bank whenever 7 his/her Access Code and/or Password becomes compromised
- 8. Where a customer notifies the Bank of his/her intention to change his/her password I Access Codes, the Bank shall with the consent of the customer, delete same and thereafter allow the customer to enter a new password/Access Code provided that the Bank shall not be responsible for any loss that occurs before the Bank is duly notified 9. The customer may be charged on applicable monthly fee and/ or fee upon signing-on for this service whether or not the customer utilizes the service during the period in
- 10 The Bank shall not be liable for any damages whether direct or indirect, special, Incidental or consequential or in connection with this service or use thereof, or in connection with any failure of performance, error, omission, interruption, defect, delay In operation transmission, computer Virus or tine or system failure whether or not the bank or its representatives thereof are advised of the possibility of such damages.
- The customer undertakes
  - To provide true accurate and up-to-date information of himself as requested in this account opening form and agrees not to misrepresent his Identity or information which a) may Include user names, password or other access devices for such accounts
  - Not to use the service for illegal purposes or for transmission of material that is unlawful, libelous and obscure and further agree that the right to use this service is personal b) and not assignable or transferable
  - Agrees that he is only permitted to use this content as expressly authorized by the service and shall not pirate, reproduce distribute, or create derivative out of it and that any violation of any of these rules shall result in the discontinuation of these services by the Bank Customer agrees that the Bank shall not be liable for any loss or damage whether direct, Indirect incidental, special or consequential including but not limited to damages for loss
- of profits, goodwill, use or other monthly losses whether or not the Bank had been advised of the possibility of such damages arising from the use or inability to use the service. The Bank reserves the right to modify, suspend or discontinue the service entirely at any time without notice in order to maintain the security and Integrity of this service. The Bank may also suspend customer's access to the service at any time without notice. Customer agrees that the Bank shall not be liable to him or any third party for any modification or discontinuation of the service

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