

INTERNET BANKING

TERMS AND CONDITIONS

I/ We (“**the Customer**”) hereby confirm and agree that the following terms and conditions shall govern my/ our Electronic Banking transactions with Heritage Banking Company Limited (“**the Bank**”):

I. Interpretation

In these Conditions, the following words and expressions have the following meanings:

I.1 Account means a current or savings account or other account maintained by the Customer with the Bank at any of the Bank’s Experience Centres in Nigeria.

I.2 Instruction means the Customer’s request to the Bank for the Service.

I.3 Login Password means the secret enabling code solely set and maintained by the Customer with which the Customer accesses the Service.

I.4 Mailing Address means the Customer’s mailing address in the Bank’s records.

I.5 Service means the Electronic Banking Services of the Bank, including Internet Banking, Mobile Banking, Secure message facility and bills payment services.

I.6 Secure Message Facility means the facility within the Electronic Banking Service that enables the Customer 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 interests in mutual funds.

I.7 Switch means an online electronic transaction processing payment infrastructure that connects different payment channels to the payment processors and enablers.

I.8 Transaction Password means the enabling code with which the Customer can transfer or move funds from one account to the other.

Scope and Mode of Service

2.1. The Service allows the Customer to give the Bank instructions by use of User name, login password and transaction password to effect the following:

2.1.1 Obtain information regarding the Customer’s balance as at the last date of business with the Bank;

2.1.2 Obtain information with regards to any instrument in clearing or any credit standing in the Customer’s account as at the last date of transaction on the Customer’s account;

2.1.3 Debit the Customer’s account to pay a specified utility bill such as telephone, PHCN, DSTV, Water rate and/ or any other bills as specified by the Customer subject however to the availability of such bill payment under this service;

2.1.4 Effect a transfer of funds from the Customer’s account to any other account within and outside the Bank;

2.1.5 Effect any stop payment order;

2.1.6 Request for Statement

2.1.7 Request for Chequebooks

2.1.8 Request for ATM cards

2.2 On receipt of instructions, the Bank will endeavor to carry out the Customer's instructions on a best effort basis, excepting all or any unforeseen circumstances such as Act of God, Force Majeure, unavailability of service due to maintenance or updates and other causes beyond the Bank's control.

3 For the Service to be available to any Customer, he/ she must have any one or a combination of the following:

3.1 An account with the Bank;

3.2 A User name, login password and transaction password;

3.3 A computer or other equipment's for accessing the Service which should meet our minimum compatibility requirements;

3.4 An e-mail address, phone number, date of birth

4 Under no circumstances shall the Customer allow any person access to his/her account through the Service.

5 Transaction password/ login Password/User name

5.1 The Customer understands that the transaction password is used to give instructions to the Bank and accordingly undertakes that under no circumstances shall the transaction password be disclosed to a third party or any person .

5.2 The Customer undertakes that the login password and transaction password shall be kept away from third parties and shall not save the login password and transaction password in a recognizable form including the User name or on any other item carried along with the internet services.

5.3 Upon receipt of instructions by means of the Customer's transaction password, the Bank shall proceed to treat same on a best effort basis subject to the terms and conditions of the Service.

5.4 The Customer is advised to change the login password and transaction password immediately it becomes known to or is suspected to be known to someone else.

5.5 The Bank is indemnified from any form of liability whatsoever for complying with any or all instruction(s) given by means of the Customer's login password and transaction password if by any means the login password and transaction password become known to a third party or otherwise become compromised.

5.6 Once the Customer's login password and transaction password are given, they shall be sufficient confirmation of the authenticity of the instruction given.

5.7 The Customer shall be responsible for any instruction given by means of the Customer's transaction password. Accordingly, the Bank shall not be responsible for any fraudulent, duplicate or erroneous instructions given by means of the Customer's transaction password.

6 Customer's Responsibility

6.1 The Customer undertakes absolute responsibility for safeguarding the User name, login password and transaction password and under no circumstance shall the Customer disclose any or all of these to any person.

6.2 The Customer undertakes to ensure the secrecy of his/ her User name, login password and transaction password by not reproducing same in any manner whatsoever either in writing or otherwise capable of making it known to any other person.

6.3 The Customer shall indemnify the Bank against 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 the User name, login password and transaction password and/ or failure to log out of the system completely by allowing on screen display of the account information.

6.4 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 6(i) - (iii) above, and/or instances of breach of such duty by hackers and other unauthorized access to the Customer's account via the service.

6.5 The Customer's User name, login password and transaction password must be changed by the Customer immediately it becomes known to anyone else and therefore the Customer is under a duty to notify the Bank whenever his/ her login password and transaction password have become known to another person.

6.6 Where a Customer notifies the Bank of his/ her intention to change his/her login password and transaction password due to either him/ her forgetting same or that it has come to 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 login password and transaction password Provided that the Bank shall not be responsible for any losses that occur between the period of such forgetfulness of the login password and transaction password or knowledge of a third party and the time the report is lodged with the Bank.

6.7 The Customer shall be responsible for any damage or, loss incurred by the Customer or the Bank or a third party arising from usage of the customer's login password and transaction password and agrees to fully indemnify the Bank, its officers, directors and agents for such damage or loss howsoever caused resulting from the use of the Service.

Upon enrolment of 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 (once the customer has activated his/ her profile by accessing the system using his/ her login credentials) The details of the applicable Charges and fees are on the e banking portal of the Bank.

7 Under no circumstance will the Bank be liable for any damages, , 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 Customers risk.

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

10 The Bank shall not be responsible for any electronic virus or viruses that the Customer may encounter in the use of this Service.

11 Guidelines

The Customer undertakes to:

11.1 Provide accurate information.

The Customer agrees to provide true, accurate, current and complete information about himself/ herself as requested in the Bank's self-registration form and account opening forms and the customer agrees not to misrepresent his/ her/their identity or information, which may include but is not limited to; User name, login password or other transaction password for such accounts. The Bank reserves the right to request for additional information at any time for the continued use of this Service.

11.2 Comply with the law.

The Customer agrees 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, or obscene, or that infringes the rights of others.

11.3 Proprietary rights.

The Customer acknowledges and agrees that the Bank owns all rights to this web site and the content displayed on the site. The Customer is only permitted to use the content as expressly authorized by the Service. The Customer may not copy, reproduce, distribute, or create derivative work from this content. A violation of any of the above guidelines is grounds for discontinuation of the service by the Bank.

Disclaimer of Warranties

12 The Customer expressly understands and agrees that use of the Service is at his/ her sole risk. The Service is provided on an "as is" and "as available" basis. The Bank expressly disclaims 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.

13 The Bank makes no warranty that:

13.1 The Service will meet Customers' requirements;

13.2 The Service will be uninterrupted, timely, secure, or error-free;

13.3 The results that may be obtained from the use of the Service will be accurate or reliable;

13.4 The quality of any products, services, information or other material purchased or obtained by the Customer through the Service will meet his/her expectations; and

13.5 Any error in the technology will be corrected.

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

15 Limitations of liability

I/ We agree that the Bank will not be liable for any act, omission or damage 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 the Bank had been advised of the possibility of such damages, resulting from:

15.1 The use or the inability to use the Service;

15.2 The cost of getting substitute goods and service resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;

15.3 Unauthorized access to, or alteration or transmission of data;

15.4 Statements or conduct of anyone on the Service; or

15.5 any other matter relating to the Service.

16 Indemnifications

The Customer agrees to protect and fully compensate the Bank and its 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 the Customer's use of the service resulting in violation of the terms of this Agreement or infringement of any intellectual property or other right of any person, whether done by him/ herself or by any other user of the customer's account.

17 Service changes and discontinuation

The Bank reserves 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, the Bank may also suspend the Customer's access to the service at any time without notice. The Customer agrees that the Bank will not be liable to the Customer or any third party for any modification or discontinuation of the service.

18 Miscellaneous

The Bank shall not be considered an agent or other legal representative of the Customer for any purpose by reason of this agreement and/ or any other party whom the Customer is using this service to pay. This agreement cannot be amended by the Customer or any of the Banks rights waived, unless the Bank agrees in writing or the Customer continues using the service following receipt of notice of any changes proposed by the Bank. This agreement is personal to the Customer and may not be assigned by the Customer to anyone.

All notices to the Customer shall be in writing via the address (email or contact) the Customer has provided to the Bank, from the supplied email address that has undergone KYC sent to the Bank's address. The relationship between the Bank and the Customer shall not be deemed to create any association, partnership, joint venture, or relationship of principal, agent or master and servant, employer or employee between parties and nothing contained in this agreement shall be so construed.

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 the Federal Republic of Nigeria shall apply to this agreement.

I hereby certify that I understand and agree with all terms and conditions above.