

TERMS AND CONDITIONS

These Terms and Conditions govern the relationship between First Bank of Nigeria Limited ("First Bank" or "the Bank") and a customer who has requested the Bank to establish a call, term or other fixed deposit account ("Deposit Account") on his/her/their behalf.

By accepting these Terms, I/We agree that I/We have received, read, understood and agree to be bound by the terms contained herein and the Bank's subsequent amendments thereto, as well as the laws, rules, and regulations now existing or which may hereafter be enacted, issued or enforced. I/We agree that by requesting for a Deposit Account online, I/We shall be subject to the Terms and Conditions applicable to the Bank's internet and mobile banking services (as may be amended from time to time); and that I/We have, read, understood the said Terms and Conditions. If I/We do not agree with the terms contained herein or any other applicable Terms and Conditions, I/We will not proceed with the application.

The terms and conditions generally applicable to bank accounts in First Bank shall also apply, except in the event of a conflict in which case these Terms shall take precedence to the extent of the conflict.

1.0 Customer Information

- 1.1 I/We represent and agree that all information provided to the Bank in connection with my/our Deposit Account is and will be kept accurate, current and complete; and also that I/We have the right to provide such information.
- 1.2 I/We warrant that I/We have the authority and capacity to perform my/our obligations in accordance with the terms and conditions governing a Deposit Account in First Bank.
- 1.3 I/We will furnish First Bank with all required documentation necessary for First Bank to determine the validity of my/our funds as well as any information I/We provide.

2.0 Customer Instructions

- 2.1 I/We agree that the Bank needs to receive clear instructions from me/us (in writing or via an authorised medium) to initiate, establish and/or otherwise execute transactions connected to a Deposit Account; and I/We shall provide the Bank with such clear instructions at all relevant times.
- 2.2 In the event that I/We give oral, telephone, email or facsimile instructions to the Bank regarding my/our Deposit Account, First Bank reserves the right but shall not be obliged to rely solely on such oral, telephone, email or facsimile instruction. I/We agree to indemnify the Bank fully for any adverse situation arising out of such reliance.

3.0 Interest

- 3.1 Interest on my/our Deposit and any renewed Deposit shall be paid at First Bank's rate prevailing on the date of placement or renewal (as the case may be), with or without the need to notify me/us, calculated and credited on such basis and in accordance with such formula as First Bank may select at its sole discretion, provided that First Bank shall not be obliged to pay any such interest if I/we breach any applicable term or condition in these terms or any other agreement governing my/our relationship with the Bank.
- 3.2 Interest on deposits may be paid less applicable taxes.

4.0 Maturity/Termination/Withdrawals

- 4.1 Term Deposit: I/We agree that the deposit in my/our Term Deposit Account shall be fixed for the tenure indicated by me/us in the request. Withdrawal of the balance in my/our Term Deposit Account and/or accrued interest, whether partially or fully, before the maturity date, may be effected only with First Bank's consent, subject to me/us providing the Bank with a minimum notice of five (5) working days. First Bank is hereby authorised to effect my/our withdrawal request only upon such terms and conditions as First Bank may impose in relation thereto, including and without being limited to the imposition of levies and/or penalties determined at its own discretion.
- 4.2 Call Deposit: I/We understand that I/We may request for the withdrawal of the full of any part of my Call Deposit Account, subject to providing the Bank with a minimum notice of five (5) working days; and such withdrawal shall be the termination of the Deposit Account.
- 4.3 All Deposit Accounts: In the event of a partial withdrawal of funds from my/our Deposit Account, such funds which are not withdrawn may be treated by the Bank as a new deposit, and will be subject to the interest rate as well as other terms and conditions applicable by the Bank as at that material time. Upon maturity of my/our investment in a Deposit Account, interest shall be payable on the invested amount at the Bank's prevailing rate. My/Our principal investment and accrued interest shall be paid in the manner stipulated by me/us. In the event that I/We do not provide a clear instruction on how my/our funds should be treated upon maturity, the Bank is hereby authorised to exercise its discretion on how the funds shall be treated.

5.0 Processing Cut-off Times and Banking Hours

Subject to receipt of full cash payment for the principal investment, completed online Deposit application form and satisfactory compliance with all First Bank's requirement for the establishment of a Deposit Account, the Bank shall take reasonable steps to effect the instruction within two (2) working days

6.0 Set-Off

- 6.1 In addition to any general lien or similar to which First Bank as bankers may be entitled by law, First Bank may at any time and without notice to me/us, combine or consolidate all or any of my/our deposits and accounts with and liabilities to First Bank and set-off or transfer any sum or sum standing to my/our credit, including but not limited to cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to me/us with First Bank in or towards satisfaction of any of my/our liabilities to First Bank on any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.
- 6.2 First Bank is, in addition to any other right, hereby authorised to set off any losses incurred by First Bank against any of my/our accounts at any of First Bank's branches.

7.0 Disclaimers/Exemption from Liability

- 7.1 First Bank shall not be liable for any failed, delayed omitted or unsuccessful processing of any request regarding my/our request Deposit Account or delivery of funds or for any other failure to carry out its responsibilities due to events beyond its control, such reasons which include but are not limited to force majeure events, network or system downtime or failures, maintenance processes, unavailability of any communication system, delays, malfunctions or any other analogous event arising from an external interface, breach or virus in the processes or payment mechanism, sabotage, unauthorised access to computer data and storage device, computer crashes, breach of security restrictions on convertibility or transferability of funds, other regulatory stipulations, acts of war, natural disasters, civil strife, network, communications or technological constraints.
- 7.2 Except if caused by the Bank's proven intentional and fraudulent misconduct or contravention of these Terms, First Bank shall not be responsible for any loss, injury, damage or any other liability, whether direct, indirect, special or consequential, caused by any transaction connected to my/our Deposit Account. I/We shall indemnify and hold First Bank harmless from all claims, demands, lawsuits, losses, costs, expenses and attorney's fees suffered or incurred as a result of any transaction related to my/our Deposit Account and/or my/our violation of these Terms.
- 7.3 First Bank disclaims any liability in respect of any Deposit Account linked with fraud or illegality.
- 7.4 If the Bank provides any information to me/us via any email, telephone or other channel, details of which I/We provided to the Bank, the Bank shall not be liable if the information becomes intercepted, altered or misused by an unauthorised person.
- 7.5 I/We agree that statements of accounts are not usually provided for Deposit Accounts and they need not be provided by the Bank.

8.0 General Terms

- 8.1 First Bank may change the terms of these Terms, with or without notice to me/us.
- 8.2 First Bank may record phone calls and other communications with me/us, and may use the information for any lawful purpose, at its sole discretion.
- 8.3 I/We agree that my/our application for the establishment or maintenance of a Deposit Account with the Bank will be subject to the Bank's processes and reviews, which may require me/us to provide further information or documents.
- 8.4 Non-enforcement or delay by the Bank in enforcing any applicable term or condition of our relationship does not prevent the Bank from enforcing the clause against at a later date.
- 8.5 I/We agree that my/our rights under these Terms are personal to me/us and cannot be assigned.
- 8.6 These Terms shall be governed by the Laws of the Federal Republic of Nigeria.