

## DATA PROTECTION POLICY

### Data Processing Consent

In order to provide you with our products and services including the Firstmonie service, we need to collect, record, use, share and store personal and financial information about you ("Information"). Your Information may include Personal Data and Sensitive Personal Data as defined in the Nigeria Data Protection Regulation 2019 ("NDPR") (as may be amended, replaced or re-enacted from time to time) and any other law or regulation governing Data Protection. Our use of such information is governed by the applicable laws and regulations, and we, FIRST BANK OF NIGERIA LTD is the Data Controller in respect of such information. This includes information which are:

- I. obtained from you or from third parties, such as employers, joint account holders, credit reference agencies (who may search the electoral register), fraud prevention agencies, intermediaries who refer you to us and who have collected your information from you as part of that referral process, intermediaries who facilitate communication of information relating to your account between us and you, or other organisations or other parties associated with you, when you apply for an account or any other product or service, or which you or they give to us at any other time; or
- II. obtained from the way you use and manage your account(s) and/or Firstmonie wallet, from the transactions you make such as the date, amount, currency and the name and type of supplier (e.g. supermarket services, medical services, retail services) and from the payments which are made to your account.

You will be considered to have given your consent to us for the processing of your Personal Data and Sensitive Personal Data when you subscribe, use or continue to use Firstmonie.

We will process your Information including your Personal Data and Sensitive Personal Data on the terms detailed below;

- A. We and other companies in the FBN Holdings Plc Group will use your information: to manage your account(s), give you statements, provide our products and services, for assessment and analysis purposes (including credit and behaviour scoring and market and product analysis), for administration purposes, to prevent and detect fraud, money laundering and other criminal or prohibited activity, to carry out regulatory checks, meet our obligations to any relevant legal or regulatory authority and to develop and improve our services to you and other customers and protect our interests.
- B. Where you provide personal and financial information relating to others (e.g. dependants or joint account holders) for the purpose of opening or administering your account and/or any other services, you confirm that you have their consent, or you are otherwise entitled to provide this information to us and for us to use it in accordance with these Terms.
- C. In order to provide our services, collect and manage debts, and for ourselves and our third-party partners to carry out assessment and analysis of the services provided to you, we may share your information with other companies in the FBN Holdings Plc Group, service providers, debt collection agencies and with our third-party partners who have referred your business to us. In order to provide our services, we may also share information with third party intermediaries who facilitate communications and delivery of products and services between us in relation to your account and the provision of the products and services which we offer. We will only share the minimum amount of your information necessary for us to achieve these purposes.

- D. We may also share your information with any statutory, governmental or regulatory body, as required by law or for other legitimate purposes. We will share your Personal Data and Sensitive Personal Data with credit reference and fraud prevention agencies. We and other organisations may access and use this information to make credit assessments and to prevent and detect fraud, money laundering and other crimes.
- E. You agree that should a member of the FBN Holdings Plc Group be required by law or by agreement with tax authorities to provide information about you (including information regarding your account) to any tax authority whether in the Nigeria or elsewhere, we may do so and irrespective of whether the tax authority in question requires the information for its own purposes or for the purposes of passing that information on to the tax authorities in another country where you may be subject to tax. Should we need any further information or documents from you in order to comply with our obligations or to answer any information requests received from a tax authority, you agree to provide us with any such information and documentation no later than 30 days from us sending a request to you.
- F. Other parties (including other companies in the FBN Holdings Plc Group) with whom we may share information may be located in countries that might not have equivalent laws in place to protect information relating to you. If we transfer your information in accordance with these Terms to a person, office, branch or organisation located in another country, we will take steps to obtain their agreement to apply the same levels of protection as we are required to apply to your information.
- G. Information held about you may already be linked to records relating to your partner or members of your household where a financial association has been created. Another person's record will be "associated" with yours when:
- (a) you make a joint application;
  - (b) you advise us of a financial association with another person; or
  - (c) if a credit reference agency has existing linked or associated records.
- H. We will retain information about you after the closure of your account, if the banking business relationship has terminated, if you withdraw your consent, or if your application is declined or abandoned, for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- I. You can ask for a copy of the information we hold about you by writing to us.
- J. We will treat your information as confidential and will not use it for any purpose incompatible with those outlined in these Terms. Reasonable measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to your information.
- K. You will find our detailed Privacy Policy at [www.firstbanknigeria.com/policy/](http://www.firstbanknigeria.com/policy/)
- L. If you have concerns relating to the processing of your personal information, you may do so at any time by contacting the Data Protection Officer on;

Telephone: 0700FIRSTCONTACT

Email: [firstcontact@firstbanknigeria.com](mailto:firstcontact@firstbanknigeria.com)

Address: First Bank of Nigeria Ltd, 35 Samuel Asabia House, Marina, Lagos

We will respond to your concerns within 30 days of receiving your notice

## **TERMS AND CONDITIONS**

These Terms apply to the use of First Bank of Nigeria Limited (“FirstBank” or “we” or “us”) FirstMonie wallet (“Firstmonie”).

By subscribing, using or continuing to use Firstmonie you confirm that you accept these terms and conditions and further confirm that these terms will automatically apply to you and you agree that you have received, read, understood and agree to be bound by the terms and conditions contained herein, and subsequent amendments thereto (the “Terms & Conditions”). You also agree that you shall use Firstmonie in accordance with the Terms & Conditions at all times.

### **1. INTRODUCTION**

Firstmonie is a digital wallet, which by its nature is an electronic payment system that allows you to make payments using a digitized version of your card. Digital wallets are operated by Mobile Money Operators (MMOs) and are available on supported devices.

### **2. DEFINITION**

- A. **Account:** means the wallet account created by you upon registration and attached to your Firstmonie profile, where E-money may be received, withdrawn or transferred.
- B. **CBN** means Central Bank of Nigeria.
- C. **E-Money:** means electronic money, used as representation of money in your Account.
- D. **PIN:** means an Personal identification number used by you to validate your transaction under the Firstmonie platform.
- E. **Transaction:** means transaction carried out with your Account

### **3. ELIGIBILITY**

- A. By using Firstmonie, you represent that you are capable of entering into this Agreement and have not been previously suspended from using Firstmonie. You represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.
- B. You shall not provide false, inaccurate, or misleading information, with an aim to impersonate any person or entity, or falsely state or otherwise misrepresent identity, age or affiliation with any person or entity.
- C. By using Firstmonie you confirm that you have complied with all terms and conditions between you and third parties (such as your mobile network operator, banks etc.) for the use of digital wallet.

### **4. ACCOUNT REGISTRATION**

- A. In order to use this service, you must create a wallet account using a mobile number recognized under any of the telecommunications company in Nigeria.
- B. The registration process may require some information including your name, date of birth, address and such other additional information that may be required by us to carry out the registration process. You must provide accurate and complete information in response to our questions. You must also keep the information that you provide up-to-date.

- C. Upon registration neither us, nor any party acting on our behalf shall contact you to request your PIN or such other security details required to use Firstmonie. Any such request should be reported to us immediately.

## 5. TRANSACTIONS

- A. We are neither responsible nor liable for, the products or services that are paid for with the Service. Such products shall include but not be limited to:
  - a. Funding your Account through debit cards
  - b. Funding your Account through a FirstBank account
  - c. Airtime Recharge
  - d. Data Top-up
  - e. Funds Transfer to a wallet
  - f. Funds transfer to an account
  - g. Bill Payments
- B. We shall provide Firstmonie services in accordance with the CBN Guideline on Mobile Money Services in Nigeria.
- C. You are expected to select a PIN during your registration, which MUST remain known ONLY to you. The PIN is mandatory for the use of this service and no transaction can be effected without entering and validating the PIN. Where the PIN is wrongly entered, on the third attempt, your Account will be disabled or temporarily suspended. Reinstatement of same will be solely at our discretion.
- D. In addition to clause (C) above you must choose a sensibly expressive username that plainly distinguishes you or your business. This name will show up on the payer's account statement. You hereby indemnify us against any cost, loss, expense or damage resulting from any transaction dispute that may occur as a result of your failure or refusal to use a reasonably descriptive username.
- E. Transaction under the service shall be subject to transaction and daily limits set by us on your Account. However, you may, subject to any restrictions on your Account, increase or reduce these transaction and daily limits by contacting our customer support center and fulfilling the requirements.
- F. Your Account will be credited when you purchase E-Money via your debit card or when E-Money is transferred to your Account from a third party.
- G. Your transactions may not be consummated where you do not have sufficient E-Money in your Account to cater to the value of the transaction and applicable charges.
- H. We may withdraw any of the above listed services from Firstmonie and we do not warrant that the services will be available at all times. Conversely, additional services may be added to Firstmonie from time to time by us without notice to you.

## 6. SECURITY AND UNAUTHORIZED USE

You must take all necessary steps to conserve the confidentiality of any information shown or stored on your device in connection with Firstmonie. You are solely responsible for the safety and security of your device. In particular, you must:

- A. Use appropriate security on your Device.
- B. Never give anyone else your security details. If you suspect that someone knows them, change them immediately and if necessary, suspend or disable Firstmonie.
- C. If you have linked your card to your Account, delete your card details from your device before you dispose of or replace it.
- D. You understand and agree that your Username and PIN ("Login Details") are personal to you and Confidential. You are solely responsible and liable for any disclosure of your Login Details or third-

party access to your Account through FirstMonie and under no circumstances will you allow a third-party access to your Account nor shall you disclose your Login Details to any third party.

- E. You are responsible for any instruction received by us, through your Firstmonie and authorize us to comply with all such instructions without more.
- F. You agree to change your Login Details periodically and immediately it becomes known to anyone else, and that you are obligated to notify us immediately, after the security of your Login Detail has been compromised.
- G. If at any time you are of the opinion that your phone or Login Details has either been stolen or compromised, you must notify us immediately to block your Account, and we shall endeavor to block same as soon as reasonably possible. You however agree that you shall be responsible for all transactions that may be carried out on your Account prior to your Account being blocked, and we shall not be responsible for any loss(es) that occur(s) as a result of your Login Details being stolen or compromised or for any losses which occur prior to the Account being blocked as requested.
- H. We shall not be liable for any losses arising under or in connection with your breach of duty of secrecy arising out of your inability to observe and maintain the secrecy of your Login Details, registration code, debit/credit card details and phone number as the usage of these details by any third party shall be interpreted to be with your consent.
- I. To enable us to comply with applicable laws and regulations, we have some mandatory guidelines you must adhere to. Failure to comply with these guidelines may lead to us terminating this service immediately. You hereby undertake to:
  - a. Provide accurate information: You agree that information provided by you must be true, accurate, current and complete information about yourself as requested in our registration form and account opening forms and you agree not to misrepresent your identity or information including but not limited to usernames, password or other access devices for such accounts.
  - b. Obey the law: You agree not to use the service for illegal purposes or for the transmission of material(s) that is/are unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the right of others.
  - c. Restrictions on commercial use or resale: Your right to use the service is personal therefore you agree not to assign or make any commercial use of the service.
  - d. Proprietary rights: You acknowledge and agree that we own all rights to this website, the content displayed on the site, the application and content displayed therein. You are only permitted to use this content as expressly authorized by the service. You may not copy, reproduce, distribute, or create derivative work from this content
  - e. A violation of any of the rules (a-e) is a ground for instant discontinuation of the service by us.

## **7. LIMITATION OF LIABILITY**

To the extent not prohibited by law, in no event shall we be liable for any direct, special, punitive, indirect or consequential damages, or any other damages of any kind, including without limitation, loss of profits, data, business or goodwill, on any theory of liability, whether arising under tort (including negligence), contract or otherwise, whether or not we have been advised or made aware of the possibility of such damages. In no event shall the aggregate of our liability, whether in contract, warranty, tort (including negligence), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use the site or related to these terms exceed any compensation you pay, if any, to us for access to or use of the site.

## **8. INTELLECTUAL PROPERTY**

- A. Firstmonie has been developed and is operated and maintained by or on behalf of FirstBank of Nigeria Limited and all intellectual property rights and database rights related to it belong to FirstBank.

- B. We are offering you Firstmonie to use for your own personal use, you are therefore not allowed to copy, modify or make derivative versions of Firstmonie, any part of the application or our trademarks in any way and you are also not allowed to extract or attempt to extract the application's source code.
- C. Your use of Firstmonie shall not transfer any rights to the application, other than that expressly stated in these Terms and Conditions.
- D. You therefore, indemnify us, against any claim, loss or damage that may occur as a result of your use of FirstBank's intellectual property.

## **9. INDEMNITY**

You hereby indemnify and hold us, our parent or subsidiary companies and our affiliates, and their respective directors, officers, employees, and agents from any and all liabilities, claims and expenses, including reasonable attorney's fees, arising from breach of this Terms and Conditions, any other policy, your use or access of Firstmonie, any third-party rights, or in connection with the transmission of any content on such medium.

You hereby indemnify us, our contractors, service providers, consultants, employees and agents, against any claims, damages, costs, liabilities and expenses related to;

- a. any fraudulent, duplicate or erroneous instructions given by means of your PIN.
- b. any actual or alleged breach by you of these Terms & Conditions or any other Firstmonie wallet agreement or guideline.
- c. any actual or alleged violation of applicable law, rules, or regulations of any administration, mobile payment association, network or company to the use of digital wallet.
- d. your wrongful or improper use of Firstmonie.
- e. your violation of the rights of any third party.

## **10. FIRSTMONIE CHARGES**

You will pay the administration charges recommended by us in the way and manner stipulated. Fees and other charges applicable are published on our website periodically.

- A. Any value in your Account that is utilized towards making payments for any transaction shall be automatically debited from your account.
- B. We reserve the right to levy charges or commission upon any amount loaded on your Account or any amount spent by you using Firstmonie.
- C. We reserve the right to set off any balance in your Account in order to recover funds for transactions processed as per your request.
- D. We may at our discretion, amend, increase, or reduce the service charge applicable to each transaction without prior notice to you.

## **11. KYC REQUIREMENTS**

We may from time to time, request additional information/document(s) from you at any time. We may also request for access to your business area. Where you are unable to provide such additional information/document(s) or refuse to grant us access to your business area, we may, at our sole discretion terminate your Account. We maintain all authority to suspend or terminate your Account where you provide us with inaccurate, inexact, or false information required under this Agreement.

## **12. GENERAL.**

- A. We reserve the right to change or discontinue, temporarily or permanently, your right to use Firstmonie at any time without notice. This however does not affect your outstanding obligations to us.
- B. Certain features available on the Firstmonie Application are offered by third party providers ("Third Party Products"). It is your duty to read and understand the applicable terms and conditions of such Third-Party Products and we hereby irrevocably disclaim all liability which may arise as a result of your access to or use of such Third-Party Products and you hereby indemnify us against any losses or liability you may face as result of your use of such third party products. We neither endorse nor are responsible for the accuracy, completeness, usefulness, quality, or availability of any content, goods or services available on any site linked to or accessed through Firstmonie which are the sole responsibility of such third-party provider and your use thereof is solely at your risk. Neither us nor our subsidiaries and parent company or affiliates or our/their respective directors, officers, employees, and agents shall be held responsible for or liable directly or indirectly for any loss or damage caused or alleged to have been caused by your use of or reliance on said content goods or services or arising in connection with your inability to access the internet or any site linked to or from Firstmonie.
- C. While we will endeavour to ensure that Firstmonie is available at all times, we shall however not be liable if for any reason it is not available at any time or for any period. Your access to Firstmonie may be suspended temporarily from time to time and without notice in the case of system failure, maintenance or repair or for any reason beyond our control or if we deem it necessary. For the avoidance of doubt, we shall not be liable for any loss or liability which you may suffer or incur as a result of such suspension of, or interruption to, the operation of Firstmonie.
- D. The services on the Firstmonie platform may from time to time be unavailable, delayed, limited or slow due to, but not restricted to hardware failure, software failure, overload of system capacities or other events outside our control.
- E. You agree that we will not be liable to you or any third party for any modification or discontinuation of the service.
- F. Our responsibility is limited to the debiting of your Account and the subsequent payment to any third part, merchant or establishment that you might transact with.
- G. We do not endorse, promote or warrant any goods or services that might be bought using Firstmonie.
- H. We will NEVER request for your personal details or Login Details. Kindly disregard such request for your personal information and Login Details.
- I. Firstmonie, including all content on or available through it, is provided on an 'as is' basis and we do not make any representation or give any warranty in respect of Firstmonie or any of its content. In particular, but without limitation, we do not give any warranty as to the accuracy, suitability, reliability, completeness, performance, fitness, freedom from viruses or timeliness of the content contained on Firstmonie.
- J. These Terms and Condition may be varied, modified or updated at any time without notice to you and you agree to waive the requirement of notice.

### **13. LAW AND JURISDICTION**

Any dispute or claim arising out of or in connection with this service (including any non-contractual disputes or claims) will be governed by the laws of Nigeria and you agree that the courts of Nigeria will have exclusive jurisdiction to settle any such disputes or claims.