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TERMS AND CONDITIONS

The following Terms and Conditions apply to any person who applies for, accepts and/or uses a Card issued by First Bank of Nigeria Limited (hereafter referred to as "First Bank or the Bank").

In these Terms, we, us or our refers to First Bank and its successors, agents and assigns, while you, your refers to a Cardholder.

By signing at the bottom of these Terms, you agree that you have received, read, understood and agree to be bound by the terms contained herein and our subsequent amendments thereto, as well as the laws, rules and regulations now existing or which may hereafter be enacted, issued or enforced. You also agree that you shall use your Card in accordance with these Terms. If you do not agree with the terms contained herein, DO NOT ACCEPT or USE THE CARD.

1.0 Definition of Terms Used:

- 1.1 Account means the bank account held or to be held with First Bank specified in the name of the Cardholder the number of which is or shall be specified in the application form for the card and/or communicated to the Cardholder, as appropriate.
- 1.2 Bank means First Bank of Nigeria Ltd., a banking institution incorporated in Nigeria and having its registered office at Samuel Asabia House, 35, Marina, Lagos, Nigeria.
- 1.3 Card means any debit or prepaid card, in any currency, issued by the Bank to you or at your instance, including any renewal, replacement or additional card or cards.
- 1.4 Cardholder means you or any person who applied for and/or collected and/or uses a Card.
- 1.5 Card Expiration Date means the last day of the month of expiration printed on the Card
- 1.6 Transaction means any banking transaction made using or involving the Card.
- 1.7 CBN means Central Bank of Nigeria.
- 1.8 Terms means these Terms and conditions.

2.0 Your Responsibilities:

Should you decide to accept and/or use the Card,

- 2.1 Upon collection of your Card, you shall comply with all instructions given to you regarding the activation, use and operation of the Card as stated on the welcome letter or any other similar document as well as all other instructions/guidelines given by the Bank;
- 2.2 Upon activation of your Card, you shall not write down or record the PIN in anyway which can be understood by a third party, neither shall you disclose your PIN or any other card details to any third party including the police and/or bank officials;
- 2.3 The Card must not be used for any unlawful transaction including but not limited to the purchase of goods prohibited by:
 - a. Nigerian law or;
 - b. By the law of the country where the goods are purchased;
 - c. Though not prohibited in the country of purchase but are prohibited in Nigeria.
- 2.4 You shall not interfere with the magnetic stripe or integrated circuit (chip) in the Card;
- 2.5 You shall comply with any other instruction we issue or publicize regarding the use and safe keeping of the Card;
- 2.6 You shall take all necessary precautions to prevent the unauthorized use of the Card;
- 2.7 You accept liability for any loss incurred or any other adverse situation arising from non-compliance with any of the Terms and Conditions stated herein or otherwise issued by the Bank or any other reasonable precaution(s) that should be taken for prevention of fraudulent use of Your Card.
- 2.8 In the event that the Account to which your Card is linked is jointly owned, all your liabilities as contained in these Terms and Conditions shall be joint and several.
- 2.9 You shall notify us immediately:
 - a. your Card is lost or stolen or you suspect that the Card may be misused or compromised in any manner whatsoever;
 - b. of any disputed Transaction;
 - c. you change your name, address, email address, phone numbers or any other personal details
 - d. of any other information which should reasonably be notified to us
- 2.10 You agree that in using the Card, you may need to access service points controlled by third parties or requiring action or service(s) provided by third parties. You agree that the Bank is exonerated from any liability, loss or claim arising from Transactions initiated with the Card through a third party access or Transactions which require actions outside our exclusive control.

3.0 Our Rights

- 3.1 We have the right, in our sole discretion, to establish or change limits concerning your use of the Card or any related services including but not limited to the thresholds and number of times you shall have access to your funds via the Card in a given period of time.
- 3.2 We may take any precautionary measure(s) deemed reasonable for the protection of your Card and funds; such measures may include, and are not limited to retaining the card in any ATM machine and restricting the transactions on your Account if there are any reasons to suspect an unauthorized, fraudulent or non-compliant Transaction.
- 3.3 We may refuse to authorize your use of the Card if:
 - a. The Transaction exceeds the available funds in your account; or
 - b. The Transaction does not comply with any applicable terms we shall stipulate from time to time.
 - c. We reasonably determine that refusal to select the Transaction is prudent under the circumstance.
- 3.4 If any establishment asks us for authorization before accepting payment by your Card, we may decide not to give our authorization if:
 - a. Your Card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen
 - b. You are in breach of any provision in these Terms
 - c. We reasonably believe that declining the authorization would be the prudent decision at the material time.
- 3.5 Notwithstanding anything contained herein, we further reserve the right to exercise our discretion to limit, suspend or cancel your right or ability to use the Card by:
 - a. Refusing to approve a transaction;
 - b. Canceling or suspending your right to use the Card for all or some purposes;
 - c. Refusing to replace your Card;
 - d. Any other manner deemed necessary.

These Terms shall be deemed to continue to subsist irrespective of the happening of any of the events stated in this clause 3.

3.6 We reserve the right to set Transaction limits regarding the use of your card.

3.7 We may notify you about any changes or information by:

- a. Advertising in the press, our website or any other means of public notification: or
- b. Putting messages in your statements; or
- c. Sending you a separate written notice via email, SMS; or
- d. Any other means of communication that we may deem appropriate.

You are encouraged to call the Bank if you have any queries, complaints or issues regarding your Card. Cost of calls made by Cardholders will be borne by the Cardholder.

4.0 Fees and Charges

- 4.1 Cardholders shall be charged fees by the Bank, in accordance with the Bank's schedule of fees, and this shall be determined by the Bank from time to time.
- 4.2 Charges which may be applicable to your Card include, but may not be limited to:
 - a. Charges for Transactions carried out via your Card;
 - b. Charges for Card issuance, replacement, renewal, hot listing;
 - c. Maintenance Fees;
 - d. Such other service or administrative charges, as may be applicable under the Bank's schedule of charges.
- 4.3 Charges applicable under this clause may be debited to any of your accounts with the Bank without further recourse to you.
- 4.4 The above charges are subject to review at any time and at our discretion. You waive your right to prior notification of any such change; and hereby exonerate the Bank from any liability for taking such charges where the charge is reflected in your bank statement

5.0 Loss or Misuse of Your Card

- 5.1 If your Card is lost or stolen or is misused or you suspect that your PIN or other security feature has been compromised, you must notify us immediately by contacting us via FirstContact (0700FIRSTCONTACT (0700-34778-2668228)), 01-4485500, 0708-062-5000 or email: firstContact@firstbanknigeria.com
These details may be changed from time to time. You must report any loss or theft of the card to the police, obtain and provide the police report of the loss of the card if we request for it.
- 5.2 On actual receipt of your report, we will take reasonable steps to stop or minimize the use of the Card on your account.
- 5.3 You must co-operate with us and any law enforcement agency in our efforts to recover the Card and/or conduct investigation in respect of the loss. If you recover the Card after reporting its loss, you must either destroy the recovered Card or return it to us immediately.
- 5.4 In the absence of any proven fraud on the part of the Bank, any unauthorized use of your Card in contravention of these Terms shall be deemed to have arisen as a result of your negligence and owing to the compromise of your Card and/or PIN details.
- 5.5 You will be liable for all losses as a result of any unauthorized use of your Card due to your negligence;
- 5.6 You will not hold the Bank liable, accountable or responsible in any way whatsoever for any loss, injury or damage howsoever arising from a Transaction involving any third party access point.
- 5.7 You will not hold the Bank liable, accountable or responsible in any way whatsoever for any loss, injury or damage howsoever arising from a Transaction involving any third party access point

6.0 Disclaimers/Limitation of Liability

- 6.1 We do not warrant that services and benefits that we provide pursuant to these terms will always be available. We reserve the right to withdraw or vary these services or benefits at any time without giving you notice
- 6.2 We will not be liable to you if we do not carry out our responsibilities under these Terms as a result of anything that we cannot reasonably control. These include but shall not be limited to:
 - a. ATM breakdowns; Network downtime or failures, System downtimes or maintenance;
 - b. Industrial disputes, natural disasters, force majeure or acts of God, etc.
 - c. Delays, malfunctions or any other analogous event arising from an external interface;
 - d. Unavailability of supplies; etc.
- 6.3 First Bank disclaims any liability for any Transaction linked with fraud or illegality.
- 6.4 Except when caused by the Bank's proven intentional and fraudulent misconduct, we shall not be responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by or arising from the use of your Card, including any loss or financial fraud arising from virtual pickpocketing; including unauthorized remote electronic initiation or authentication of payment transaction using your Card. You shall indemnify and hold us harmless from all claims, demands, lawsuits, losses, costs, expenses and attorney's fees we suffer or incur as a result of any unauthorized use of your Card and/or your violation of these Terms.
- 6.5 If the Bank provides any information to you via any email, telephone or other channel, details of which you provided to the Bank, the Bank shall not be liable if the information becomes intercepted, altered or misused by an unauthorized person.
- 6.6 The Cardholder acknowledges that the Bank may from time to time provide information on the Card and/or other related service updates, new products and card services offered by the Bank and other marketing/promotional information. This information may be passed by SMS (Short Message Service), flash messages and any other available communication channel. The Cardholder by accepting these Terms and Conditions hereby gives consent that the Bank may from time send the information stated under this section or else in this Terms to Cardholder. In addition, the Bank may also publish notices of a general nature, which are applicable to all Cardholders on its website. Such notices will have the same effect as a notice served individually to the Cardholder.
- 6.7 Disputed transactions must be reported within 120 days after the Transaction date so as to enable FirstBank consider your claim for investigation and initiate a chargeback process where FirstBank determines at its sole discretion that your claim is justified. FirstBank shall not be required to process any chargeback or any other remedial action whatsoever and FirstBank shall not be held to account for any policies, timelines or procedures followed in arriving at its determination.
- 6.8 Chargeback on International transactions may take up to 45 days or such time as determined by the relevant Acquirer. Chargeback on Domestic transactions would be processed within 7 working days where a valid claim is established.

7.0 Additional Card

A cardholder wishing to have an additional card(s) on his/her Account must fill the additional cardholder's data on the application form signed by the additional cardholder and the principal cardholder. However the bank reserves the right to decline a request without giving any reason whatsoever. You shall however remain bound by these Terms and Conditions irrespective of the issuance of additional card(s) on your Account.

8.0 Contactless Payment Features

- 8.1 You understand and acknowledge that the Card is programmed to accept Contactless Payments. Contactless Payment is a secure method for Cardholder to purchase products or services via debit cards by using RFID (Radio-Frequency Identification) technology or Near-Field Communication (NFC). Contactless Payments are made by tapping or waving the Card near a point-of-sale terminal. Contactless Payments do not require PIN entry or signature to authenticate payment except where the value exceeds the Contactless Transaction Daily Limit implemented by the Bank. In this case, the Cardholder will be required to input the Card on a point-of-sale terminal to authenticate the payment using the chip and pin process.
- 8.2 The Contactless Payment Features can be used in most places where you see the contactless card acceptance symbol and the Card issuer's logo.
- 8.3 You understand and acknowledge that the Contactless Payment Features is programmed to accept daily transaction limit as may be set by First Bank ("Contactless Transaction Daily Limit") from time to time. First Bank may, but need not, process or allow any payment transaction(s) which would exceed the Contactless Transaction Daily Limit. Notwithstanding the foregoing, the Cardholder shall be solely responsible for every transaction carried out with the Card.
- 8.4 You understand that the Contactless Payment Feature is susceptible to the risk of virtual pickpocketing amongst other risks. It is your responsibility to ensure your Card is protected from these risks at all times.
- 8.5 You may use the Contactless Payment Feature to pay for any number of transactions in a day provided that the cumulative value of the transactions does not exceed the Contactless Transaction Daily Limit.

9.0 Termination

Without prejudice to any other provision in these Terms, the Bank may terminate these Terms and/or withdraw the Service(s) immediately upon giving notice to you. Save to the extent of any surviving provision herein or to the extent of any outstanding obligations owed by you hereunder, you may opt to discontinue the use of the card by giving a minimum of 60-day written notice to FirstBank, within which period the Card must be surrendered to the Bank. The Bank may discontinue its Card Services to you at any time upon receipt of your notice of discontinuance.

10.0 Card Expiration

- 10.1 The Card must not be used after the Card Expiration Date or from the date of receipt of your notice of discontinuance of the use of the Card.
- 10.2 Upon card expiry, you are advised to complete a card renewal slip at any branch of the Bank.
- 10.3 By completing the card renewal slip, you authorize the Bank to re-issue the Card for your use and debit your account with the associated cost, which you shall subsequently be notified of.

11.0 Amendment to these Terms

We may change the provisions of these Terms and Conditions, including our charges without recourse or notice to you. Notwithstanding the foregoing, the Bank may publish or notify Cardholders of changes to these Terms and Conditions vide such communication channel(s) as the Bank may determine from time to time. By your acceptance of these Terms and Conditions and use of the Card, you consent to and agree to be bound by such amendments or changes to these Terms and Conditions.

12.0 General Terms

- 12.1 No delay in the enforcement of any clause contained herein shall be deemed to be a waiver of the Bank's rights under these Terms; neither shall the Bank be prevented from enforcing its rights under these Terms at a later date.
- 12.2 We may, at our sole discretion record phone calls and other communications between you and us, for monitoring and/or regulatory purpose.
- 12.3 You authorize us to exercise a right of set-off at any time we deem fit in respect of any account you may maintain with us in whatever Currency to settle any of your outstanding payments to us.
- 12.4 You confirm that all information provided to the Bank regarding the application for your Card is complete and accurate in all respects and agree to provide further confirmation or documents in support of your application, where required by the Bank.
- 12.5 Your application for a new Card or for the renewal of an expired card ("application") is subject to the Bank's processes and reviews. The Bank reserves the right to accept or reject your application.
- 12.6 Your rights under these Terms are personal to you and cannot be assigned.

These Terms shall be governed by the Laws of the Federal Republic of Nigeria.

- I / WE CONFIRM THAT THE INFORMATION PROVIDED BY ME/ US IS TRUE, CORRECT AND COMPLETE
- I / WE HEREBY AGREE THAT THE INFORMATION I/WE HAVE PROVIDED ABOVE WILL BE USED BY THE BANK TO UPDATE MY BANKING RECORDS FROM TIME TO TIME
- I / WE AGREE TO INFORM THE BANK FROM TIME TO TIME, IF ANY OF THE INFORMATION PROVIDED ABOVE CHANGES

ACCOUNT NAME

ACCOUNT NUMBER

Authorised Signatory: Date:

B	D	M	M	Y	Y	Y	Y

Authorised Signatory: Date:

B	D	M	M	Y	Y	Y	Y

CUSTOMER'S ACKNOWLEDGEMENT OF CARD COLLECTION

I hereby confirm receipt of my _____ card
CARD PAN: First Six _____, Last Four _____
Collected by [Name] _____
Phone no _____
Signature _____ Date _____