

## FIRSTBANK WHATSAPP BANKING

### TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before using the FirstBank WhatsApp Banking Service.

#### 1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions:

**“Service”** means the FirstBank WhatsApp Banking service through which customers may access selected banking services via WhatsApp.

**“You”, “Your” or “Yourself”** means the Customer who accesses or uses the Service.

**“We”, “Us” or “Our”** means First Bank of Nigeria Limited.

**“Credentials”** means all authentication details used to access the Service, including Personal Identification Numbers (PINs), card details, tokens, one-time passwords (OTPs), and any other security information required from time to time.

**“Confidential Information”** has the meaning given in Clause 12.

Headings are for convenience only and do not affect interpretation.

#### 2. DESCRIPTION OF THE SERVICE

FirstBank WhatsApp Banking enables you to access certain banking services, including funds transfers, airtime and data top-ups, balance enquiries, bill payments, and other services as may be made available from time to time. Access to the Service is subject to eligibility requirements, system availability, and applicable laws and regulations.

#### 3. REGISTRATION AND ONBOARDING

Registration for the service requires the provision of accurate personal details and secure card or token credentials and any other security information required from time to time, which must be kept confidential. Access to the Service shall only be through FirstBank’s official WhatsApp Banking Line +234 904 999 987. Customers may only register and use the Service via the WhatsApp-enabled mobile number linked to their account with FirstBank, and no other number shall be permitted for registration or access to the Service.

#### 4. SERVICE AVAILABILITY AND CHANGES

FirstBank may add, modify, suspend, restrict, or discontinue the Service or any part of it at any time. The Service is provided on an **“as is”** and **“as available”** basis, and FirstBank does not guarantee uninterrupted, timely, secure, or error-free operation.

## 5. SECURITY AND CREDENTIALS

You are solely responsible for maintaining the confidentiality and security of your Credentials and for all transactions carried out through any of your accounts linked to the Service. You must notify FirstBank immediately upon becoming aware of any loss, compromise, or unauthorised use of your Credentials. FirstBank shall not be liable for any loss arising from unauthorised access or transactions resulting from your failure to comply with this obligation.

## 6. TRANSACTION REFUSAL

FirstBank reserves the right to refuse or decline any transaction where required to comply with applicable laws, regulations, regulatory directives, or internal policies. FirstBank shall not be liable for any loss arising from such refusal.

## 7. TRANSACTION AUTHENTICATION & LIMIT

All transactions carried out via the service shall be authorised using the customer's 4 digits Personal Identification Number (PIN) created during onboarding for transactions up to N100,000.

Transactions exceeding 100,000 to 1,000,000 shall require additional authentication, including the use of the customer's 4 digits PIN and One Time Password (OTP).

## 8. USER RESPONSIBILITIES

You agree that:

- **Accurate information:** All information provided by you in connection with your registration for and use of the service is true, accurate, current and complete about yourself as requested in our registration and account opening forms and you shall not misrepresent your identity or information.
- **lawful Use:** You shall use the service only for lawful purposes and shall not use the Service to transmit or engage in any activity that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or otherwise infringe the right of any third party.
- **Personal Use:** Your right to use the service is personal to you and you shall not assign, transfer, resell or make any commercial use of the service.
- **Proprietary rights:** You acknowledge that FirstBank owns all rights title, and interest in the FirstBank WhatsApp Banking platform and its contents.

## 9. SUSPENSION AND TERMINATION

FirstBank may suspend, restrict, or terminate your access to the Service at any time, without prior notice, where required for security, regulatory, risk-management, or breach-related reasons.

## **10. INDEMNITY**

You agree to indemnify, defend and hold harmless FirstBank of Nigeria Limited, its Directors, Officers, Employees, and Agents from and against any losses, liabilities, damages, claims, actions proceedings, penalties, costs, third party links and services and expenses (including reasonable legal and regulatory costs) arising directly or indirectly from:

- a. Your breach of these Terms and Conditions,
- b. Your failure to comply with applicable laws or regulations in connection with your use of the service;
- c. Any authorised and unauthorised access to or use of the service resulting from your failure to protect your security credentials;
- d. Your misuse of the service, including use for unlawful or prohibited purposes or
- e. Any infringement of FirstBank's intellectual property rights caused by your acts or omissions.
- f. This indemnity shall survive the suspension, deactivation, or termination of the service.

## **11. FEES**

- a. Upon your enrolment for this service, you may be charged the applicable fee and/or usage fee when you make use of the services in the FirstBank WhatsApp Banking platform.
- b. You authorize FirstBank to debit your account for all applicable fees, taxes and charges, subject to regulatory requirements on your use of the FirstBank WhatsApp Banking Service.

## **12. INTELLECTUAL PROPERTY**

All intellectual property rights in the Service and related content belong to FirstBank. You are granted a limited, non-exclusive, non-transferable right to use the Service solely for personal banking purposes.

## **13. CONFIDENTIALITY**

- a. Confidential Information means all data, personal information, reports, records, documentation and other information relating to the FirstBank WhatsApp Platform and/or the Services and any other information of any kind developed or acquired by either You or Us in connection with these Terms.

- b. Except otherwise stated, we will treat each other's Confidential Information as confidential and will not disclose such Confidential Information to anyone else, the only exceptions being as set out in this clause.
- c. You agree that Your Confidential Information may be stored electronically or non-electronically either within the country in which You are located or internationally by Us or by a third party appointed by Us, which third parties shall be subject to confidentiality obligations.
- d. You agree that we will be entitled to share Your Confidential Information between FirstBank and its subsidiaries, if necessary for the purposes of providing You the Services.
- e. Regardless of anything else in these Terms, we will always be entitled to disclose Your Confidential Information to a third party if it is necessary for the proper operation of the Services and/or the FirstBank WhatsApp Platform.
- a. Both parties must keep information confidential except when required by law or necessary for service provision. This obligation continues after termination.

#### **14. DATA PROCESSING CONSENT**

FirstBank is committed to respecting your privacy and being transparent about the processing of your personal and financial information. In order to provide you with our products and services, we require your consent to collect, record, use, share and store your personal and financial information. Our use of your information is governed by applicable laws and regulations including the Nigerian Data Protection Regulation (NDPR) (as may be amended, replaced or re-enacted from time to time), and we, FIRSTBANK OF NIGERIA LIMITED are the Data Controller in respect of such information.

You may request for access and/or update to your personal information, withdraw your consent to data processing or execute any of your privacy rights as found in our privacy policy. You can find our detailed Privacy Policy at <https://www.firstbanknigeria.com/home/legal/privacy-policy/>.

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: 0700 FIRSTCONTACT (0700 34778 2668228) Email: [firstcontact.complaints@firstbankgroup.com](mailto:firstcontact.complaints@firstbankgroup.com).

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

#### **15. GENERAL TERMS**

- 15.1.** The Service is accessed via third-party platforms, including WhatsApp. FirstBank does not control such platforms and is not responsible for their availability, security, or terms of use.

- 15.2.** FirstBank may update these Terms and Conditions from time to time and shall notify you through it appropriate communication channels. Continued use of the Service constitutes acceptance of the updated Terms.
- 15.3.** These Terms and Conditions constitute the agreement between you and FirstBank relating to the Service and any other relevant agreement executed by parties.
- 15.4.** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 15.5.** Failure by FirstBank to enforce any right shall not constitute a waiver of that right.
- 15.6.** 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.

#### **CONFIRMATION OF ACCEPTANCE**

By proceeding and continuing to use the service, you confirm that you have read, understood and agree to be bound by these Terms and Conditions.