

	HERITAGE BANK PLC RC1259460
Date Date	
Name	
Address	
Phone number 1 Phone number	2
e-Mail	
Default Account Number Accoun	t Type: Savings Current
ACCOUNT MANAGEMENT SERVICES	
Transaction Alert Preferences: Email Alert (Free) SMS Alert (Fee applies)	
Statement Preferences: Email Post Collection at Branch Statement Frequency: Monthly	Quarterly Bi-Annually Annually
Cheque Book Requisition: (Fee applies) Opened Cheque Crossed Cheque 25 Leaves 50 Leaves 100 Leaves	
Cheque Confirmation: Will you like to pre-confirm your cheques? Yes No	
Cheque Confirmation Threshold: If the answer to the above is yes, please specify the threshold	
SELECT THE eBANK SERVICES YOU REQUIRE	
SMS Banking Internet Banking	
Mobile Banking Number of services selected	_
Sign/ Date	
SELECT THE CARD(S) OPTIONS YOU REQUIRE FOR INDIVIDUALS \$\$	
VERVE MASTERCARD	
cards s	mber of selected
Photo Card Supplementary Credit Photo Card	Sign/ Date
SELECT THE CARD(S) OPTIONS YOU REQUIRE FOR CORPORATES	
Verve Corporate Debit     Verve Corporate Prepaid	and an eff
	mber of selected
THIS CARD REQUEST IS FOR A	Sign/ Date
NEW CARD RE-ISSUANCE REASON FOR RE-ISSUANCE  VES. Lineary Card PIN Lost/Stolen Expired Damaged	Suspected Fraud Card Retraction
YES, I need a new Card PIN Lost/Stolen Expired Damaged	BANK NAME:     If retracted:
Sign/ Date Sign/ Date	-
319.17 24.0	ADDRESS:
PREFERRED NAME(S) ON THE CARD	
Declaration: I have read the terms and conditions governing the eBank services on the reverse	e side of this form and I accept the said terms and conditions.
FOR OFFICIAL USE Sign/ Date	Sign/ Date
Customer Service Executive	Name/ Signature /Date
Service Manager	
Customer CIF	Name/ Signature /Date

## **eBANKING SERVICE AGREEMENT**

### WHEREAS:

- 1. HERITAGE BANKING COMPANY LIMITED (hereinafter referred to as "Heritage Bank" OR "the Bank") has developed a suite of eBank products/ services (Debit Card, Internet Banking, Mobile Banking SMS Banking and SMS Alerts) hereinafter referred to as "the service(s)" wherein a Customer of the Bank can conduct banking transactions.
- 2. The Customer has applied and the Bank has agreed to avail the Customer with the aforementioned service.

#### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

- In this agreement except the context otherwise admits, the expressions:
- (i) **'Customer'** means a person operating a current or deposit/savings account with the Bank.
- (ii) **'Service(s)'** means the suite or array of eBank products offered compositely by the Bank, including the Debit Card, Credit Card, Internet Banking, Mobile Banking SMS Banking and SMS Alerts.
- (iii) 'The Service' means the Heritage Bank suite, which enables a Customer conduct routine banking transactions via the Internet, mobile/ tablet/ handheld devices, Point of Sale, ATM, or kiosk terminal.
- (iv) **'PIN'** means the Personal Identification Number known only to the Customer, to be used exclusively by the Customer to access his/her account.
- (v) 'Passcode' means a set of characters, which may be alphanumeric, chosen by the Customer and known only to, and to be used exclusively by the Customer to access his/her account.

# IT IS ALSO AGREED AS FOLLOWS:

- 1. That the Customer upon signing up for the service(s) irrevocably agrees that he/she shall under no circumstances disclose his/her PINs and Passcode to any third party.
- 2. That the Customer upon being granted access to the Heritage Bank eBank service(s), shall change the applicable PIN or Passcode, as expected, to a PIN or Passcode he/she chooses.
- 3. Where the Customer believes there is possibility of a third party having access to his/her PIN or Passcode, the Customer shall immediately change his/her PIN or Passcode.
- 4. Where a Customer notifies the Bank of his/her intention to change his/her PIN or Passcode arising from forgetting same, or the Customer's PIN or Passcode has come to the 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 PIN or Passcode, provided that the Bank shall not be held liable for any loss that occurs between the period of such loss of the PIN or Passcode or knowledge of a third party and the time of lodgement of the report with the Bank.
- 5. Once a Customer's PIN or Passcode is given, it shall be sufficient confirmation of the authenticity of the instruction given.
- 6. The Customer shall be responsible for any instruction given by means of the Customer's PIN or Passcode. Accordingly, the Bank shall not be liable for any fraudulent, duplicate or erroneous instructions given by means of the Customer's PIN or Passcode. In other words, the Customer hereby undertakes to indemnify the Bank for any loss the Bank may suffer as a result of the wrongful/fraudulent use of this service.
- 7. That the Bank shall under no circumstance be held liable for any loss or damage the Customer may suffer arising out of the Customer not exercising care in maintaining the confidentiality of his/her PIN or Passcode.

- 8. That the Customer shall, at all material times, input accurate information and instructions (figures) especially in respect of but not restricted to the following options, available in the listed service(s):
  - a. Cash withdrawals/deposits
  - b. Funds transfer to another related account
  - c. Funds transfer to a third party account (intra-bank or inter-bank)
  - d. Confirm or stop issued Cheques
  - e. Order a Cheque Book
  - f. Request for Manager's Cheques/Bank Drafts
  - g. Bills Payments

The Customer irrevocably accepts responsibility for any loss or damage whatsoever that may arise as a result of the input of wrong information and/or instructions (figures) in any facet of the EBank product suite (Debit Card, Internet Banking, Mobile Banking SMS Banking and SMS Alerts).

- 9. Under no circumstances will the Bank be liable for any damages, losses or expenses arising in connection with failure of performance, delay in operation, transmission, electronic virus that the Customer may encounter in course of making use of this service as all reasonable precautions have been taken to ensure that no viruses are present.
- 10. Any material downloaded or otherwise obtained through the use of the service is done at Customer's sole discretion and risk. The Bank shall not be liable for any damage to Customer's computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by Customer from the Bank or through or from the service will create any warranty not expressly stated in these terms.

#### LIMITATION OF LIABILITY:

- 1. Subject to any statutory limitations, no claim by the Customer against a third party may be subject to a claim against the Bank.
- 2. The Bank shall not, by reason of this agreement, be considered an agent or legal representative of the Customer in any transaction(s) by which the Customer makes payment to a third party or for any other purpose whatsoever. In other words, nothing contained in this agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal, agent or master and servant, employer or employee between parties.
- 3. This agreement is personal to the Customer and may not be assigned by the Customer to anyone.
- 4. 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 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.
- 5. The Bank reserves the right to alter or review any or all charges associated with any or all facets of the eBank product suite at any time without prior notice to the Customer. The Customer agrees to be bound by any new price regime made applicable by the Bank, with respect to subscription to the eBank product suite.
- 6. 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 all other provisions remaining in full force and effect.
- 7. This agreement cannot be changed by the Customer nor any of the Bank's rights waived except with the Bank's express consent in writing. The Customer's continued use of the service following receipt of notice of any changes to the service proposed by the Bank shall signify and represent an acceptance of the said changes by the Customer.

This agreement shall be governed by the laws of the Federal Republic of Nigeria.

Signed overleaf