

TERMS AND CONDITIONS FOR USE OF STANBIC IBTC BANK LIMITED USSD BANKING SERVICE

1. DEFINITIONS

In this section, the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

- “Account (s)” refers to the customer’s bank account maintained with the Bank, which are eligible account(s) to access the USSD Banking Service.
- “Bank or We or Stanbic IBTC or Our” means Stanbic IBTC Bank Limited
- “Telco(s)” stands for Telephone Company, which refers to the telecommunication provider that issues mobile numbers and SIMs to subscribers.
- “GSM” means stands for Global System for Mobile communication, which is a digital mobile telephony system.
- “Customer or You” means a person having account(s) with Stanbic IBTC and authorised to use the USSD Banking Service provided by Stanbic IBTC.
- “PIN” refers to the Personal Identification Number, which the customer shall use to authorise transactions.
- “Personal Information” refers to the information about the customer obtained by the Bank or a Telco in connection with the respective services being provided by them including but not limited to the information collected by the Bank for opening account(s) of the customer.
- “USSD” refers to Unstructured Supplementary Service Data (USSD) unique to GSM (Global System for Mobile Communication). It is a capability built into the GSM standard phones to support transmitting of information over the signalling channels of the GSM network. USSD provides session-based communication, enabling a variety of applications.
- “USSD Banking Service” is a banking service which the Bank provides to the Customer through the use of the USSD Code “*909#” from a Mobile phone, such as Fund Transfers, Airtime and data Top-up, @ease wallet, bill payments, balance enquiry, account opening, block accounts, opt-out of USSD, Mini statement, stop cheque, block debit card, Cheque book request, create PIN, change PIN, debit card request, My mutual fund, My Pension, Lagos state collection and other services as the Bank may decide to provide from time to time to her Customers.
- “Channel(s)” refers to USSD Banking.
- “Customer Profile” refers to the customer’s profile on the USSD Banking system.
- “Service Provider” shall mean any third-party service provider, such as telecommunications providers, digital platform providers and service fulfilment, etc.
- “Telco” means Telecommunication company.

In these terms and conditions save where the context otherwise requires:

- references to an individual or individuals shall include his or their respective personal representatives;
- the singular includes the plural and vice versa and any gender includes any other gender;

2. AGREEMENT AND ACCEPTANCE

This agreement becomes effective between the customer and the Bank at the time of the customer registering/enrolling for the USSD Banking Service.

3. ELIGIBILITY AND REGISTRATION

Any customer of the Bank, having an account and a mobile phone number registered with the Bank and who is also a current subscriber of a Telco is eligible to access the USSD Banking Service subject to the Bank's terms and conditions. The customer shall ensure at all times that access to the mobile phone used for the USSD Banking Service is not granted to a third party.

The customer will not be able to register or gain access to the USSD banking service while using somebody else's bank details. Before we allow a customer access to the USSD banking service, we may require information from the customer to verify their identity. This includes validating the information provided against existing account information on our records.

A customer can only register on the USSD banking platform after an account has been opened with the bank. Upon completion of account opening, the customer is required to dial *909# or *909*11*1# on their mobile phone and set up a transaction PIN with your activated debit card or BVN. For more information on how to do this you can visit a Stanbic IBTC Bank branch or call our Customer Care Centre 0700 909 909 909.

4. AMENDMENTS

The Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions, at its absolute discretion and such amendment, supplement or variation shall be binding on the customer. An updated version of the terms and conditions shall be made available on the Bank's website or any other medium that the Bank may adopt from time to time. On publication of an updated version of these terms and condition on the Bank's website or any other medium, the customer is deemed to have read same and consents to such modification to the terms and conditions. The Bank shall determine the privileges attached to the use of the USSD Banking Service and shall have absolute discretion to change, vary add or amend these privileges and conditions attached thereto from time to time as the Bank deems fit.

5. FEES

Stanbic IBTC reserves the right to change or discontinue, temporarily or permanently, the service at any time without notice. To maintain the security and or integrity of the service, we may also suspend a customer's access to the service at any time without notice. Customer agrees that Stanbic IBTC will not be liable to the customer or any third party for any modification or discontinuation of the service.

For the use of USSD banking services, the Customer will be charged the following fees:

- Mandatory USSD charge of N6.98k per transaction which is payable to the customer's Telco
- We may charge a transaction fee based on the type of transaction the customer performs. Details of our standard subscription and transaction fees are available on our website and at branches.

If the customer fails to pay the fees or does not have sufficient funds in the accounts selected for this purpose, we reserve the right to refuse the customer access to complete or fulfil the USSD transaction and to debit all outstanding fees to any account the customer may have with the bank.

The customer hereby authorises the Bank to debit the customer's account(s) with all charges relating to transactions made through USSD Banking and other costs inclusive of monthly convenience fees, legal charges and statutory charges, if any, relating to the use of USSD Banking at prevailing rates or at future rates as determined by the Bank and posted on the Bank's official website. The customer authorises the Bank to set-off any applicable fee or charges from any of its accounts with the Bank.

6. INSTRUCTIONS

Use of a communication system means we do not interact face-to-face. Unless you notify us before we give effect to an instruction, you authorise us to rely on and perform all instructions that appear to originate from you (even if someone else is impersonating you). The Bank shall have no obligation to verify the authenticity of any transaction or instruction received from the user through USSD Banking Service or purporting to have been sent by you via USSD Banking Service. The Bank's own records of transactions maintained on the Bank's database shall be accepted as conclusive and binding for all purposes as evidence of transactions consummated through the USSD Banking Service.

Your instructions to us will be subject to the same turnaround times and processes that apply to your customer profile, the type of account you have and type of transaction involved. An instruction, including purchases of prepaid products, cannot be terminated or revoked once sent to us. You will not hold us liable if you execute the same instruction more than once and neither instruction will be reversible.

An instruction is deemed to be received by us only once we have confirmed we have received it. If we fail to confirm receipt of your instruction, do not resend the same instruction before checking your account statements and/or contacting our Customer Care Centre. This is because the initial instruction may still be processed and resending the instruction may lead to a double transaction for which we will not be held liable.

7. DEVICE PROTECTION

Your mobile phone gives you access to various transactions on the USSD platform by dialling *909# which is the main menu or using any of the USSD short codes.

You must always protect and keep your mobile phone confidential. It is not safe to give access to your mobile phone to a third party. You shall not permit any other party to access your Mobile Phone or leave the Mobile Phone unattended. You shall be liable for any unauthorised use of your mobile phone or number to access your account using the USSD Banking Service and you, hereby absolve Stanbic IBTC of all and any liability or responsibility in this regard.

We rely on you to report any compromise access to your mobile phone to us immediately. You may do this by contacting our Customer Care Centre at 0700 909 909 909 or visiting the closest branch. We may ask you to verify your identity to prevent someone else from impersonating you.

You may make a request to us at any time to disable your access to the USSD banking service by visiting a Stanbic IBTC branch or dialling *909*1*911# and your request would be validated upon provision of your transaction PIN. Once you notify us to disable your access to the USSD banking service, we may:

- a. Reject all instructions received after such notification;
- b. Suspend the processing of all instructions not yet executed;
- c. Reverse (if possible) all executed transactions with effect from such date and time as we may reasonably determine the unauthorised use to have commenced; and/or



- d. Deactivate your four digits transaction PIN.

There will never be a reason for any person including a member of our staff or Customer Care Centre to know or ask for your transaction PIN. Do not disclose your transaction PIN to these or any persons, regardless of whether you called them, or they called you.

8. SUFFICIENT NOTICE

You permit us to issue notices required in terms of this agreement, legislation or regulation by making such notification available via our communication systems or sending such notification by email, SMS or similar future technologies. Any notices so issued by us, will as far as they contain contractual terms relating to USSD banking, also form part of this agreement.

9. LIMITATION OF LIABILITY OF STANBIC IBTC

The Bank shall, in no circumstances be held liable to a customer, if access to the USSD Banking Service is not available in the desired manner for any reason whatsoever. The Bank shall have no liability if the USSD Banking Service is not available due to reasons beyond the control of the Bank, including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, software or hardware error, etc.

Under no circumstances shall the Bank, its employees, agents or contractors, be liable for any damages, whatsoever, whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the user or any other person. The Bank is in no way liable for the services provided by the Telco in relation to the Mobile Phone and number. The Bank is in no way responsible or liable for the services provided and the charges levied by the Telco in relation to USSD Banking transaction.

The customer acknowledges that the Bank will take reasonable and practical steps to ensure that its systems in connection with the USSD Banking Service have adequate security designs and controls to manage the risks in operating the system taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices that may be applicable to the Bank from time to time.

10. INDEMNITY

The customer shall indemnify and hold the Bank harmless against any and all liability suffered or incurred (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) by the Bank, its customers or a third party, directors, nominees or any claim or action brought by a third party which is in any way the result of the USSD Banking Service transactions done by the customer.

The customer agrees that the USSD Banking Service uses the network provided by the customer's Telco. The customer holds the Bank harmless against any loss incurred by the Customer due to failure of network provided by Telco.

11. DISCLOSURE OF PERSONAL INFORMATION:

The customer hereby unconditionally agrees that the Bank or its contractors may hold and process user's Personal Information on its systems or otherwise in connection with the Service. The customer hereby authorises the Bank to share the customer's details that are required to process a transaction with any third party service provider.

12. UNAVAILABILITY OF USSD BANKING SERVICE

You acknowledge and accept that the USSD banking service may be unavailable from time to time for any reason, including: technical failure or problems with the communication system itself or our underlying banking systems or that is owned or controlled by other persons (third party systems); unavailability of telecommunication or electricity services; or other circumstances beyond our control. You undertake, in the event of unavailability of the USSD banking service, to limit your potential losses by using any other means of communication with us for the duration of the unavailability of the USSD banking services.

13. WARRANTIES AND REPRESENTATIONS

We do not warrant that the communication system or self-service banking including USSD services will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

14. TERMINATION OR SUSPENSION

We will at all times and for whatever reason, have the sole and exclusive right to suspend or terminate your USSD banking access without any prior notification or giving any reasons for such termination or suspension.

15. GOVERNING LAW AND DISPUTE RESOLUTION

The USSD Banking Service and these terms and conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. The customer shall submit to the exclusive jurisdiction of the courts of the Federal Republic of Nigeria

16. TRANSMISSION OF INFORMATION AND SECURITY TIPS

Information transmitted via an unsecured link over a communication system is susceptible to potential unlawful access, distortion or monitoring. You must comply with the security tips which are published on our website or social media platforms from time to time. As we do not have the ability to prevent unlawful activities by unscrupulous persons, you accept that we cannot be held liable for any loss, harm or damage suffered by you as a result thereof.

17. CAPACITY TO ENTER INTO THIS AGREEMENT

You warrant to us that you have the required legal capacity to enter into and be bound by these terms. Anyone below the age of 18 must be assisted by their legal guardian when reading and agreeing to this agreement. If you are unsure if you have the legal capacity to agree to these terms, you have to contact someone able to provide you with this information before you continue to use the USSD Banking Service. You may contact our Customer Care Centre if you require further information.

18. OUR ADDRESS FOR NOTICES AND SERVICE OF LEGAL PROCESS

For the purpose of notices or service of any legal processes please deliver the notice at the following address:

Digital Solutions Department, Stanbic IBTC Bank Limited, Stanbic IBTC Towers, Walter Carrington Crescent, Victoria Island, Lagos

19. CONSENT TO DATA PROCESSING

By registering or enrolling for the USSD Banking Service, you hereby grant consent to Stanbic IBTC to collect, process and share your personal data as necessary for service provision, security and compliance purposes as stated within this document and our privacy policy at <https://www.stanbicibtcbank.com/nigeriabank/personal/about-us/legal/security-statement>.

You may revoke this consent upon provision and receipt of notice by Stanbic IBTC at CustomerCareNigeria@stanbicibtc.com.