



You confirm that you have had an opportunity to read and understand the Terms contained in this document. **Important clauses or clauses that may limit our responsibility or involve some risk for you will be in bold.** Please contact us as soon as possible if you need us to clarify any terms referred to in the Agreement or related to the use of your Card. You may email us at [customercare@stanbic.com.gh](mailto:customercare@stanbic.com.gh) or you may call our Customer Contact Centre +233 302 815 789, 18080 (MTN toll-free) or 080010009 (Vodafone toll-free).

### 1 Definitions

**Accountholder, you or your** means the person described in the Application Form, also known as the Cardholder.

**Additional Cardholder** means the person to whom an additional Card, which is linked to the Card Account, is issued at your request.

**Applicable Laws** means all national, provincial, local and municipal legislation, regulations, statutes, by-laws, consents and/or other laws of any relevant governmental authority and any other instrument having the force of law that may be issued and in force from time to time and that relates to or is connected with the activities contemplated under this Agreement.

**Application Form** means the application form for a Card Account as completed and authorised by you, where you accept liability for the Cards issued under the Card Account.

**ATM** means an Automated Teller Machine.

**Bank, we, us, our, or Stanbic Bank** means Stanbic Bank Ghana Limited (registration number 659892015 ) a company duly incorporated with limited liability according to the laws of the Republic of Ghana and/or its successors in title or assigns.

**Card** means the relevant debit card, including, unless the context indicates otherwise, any additional Cards that we issue at your request, that are all linked to the Card Account.

**Card Account** means the Debit card account opened in our books in your name in respect of this Agreement.

**Cardholder** means the person to whom a Card has been issued. In this Agreement, reference to Cardholder may include reference to the Additional Cardholder/s, as the context may indicate.

**Dynamic Currency Conversion (DCC)** means a service offered by some merchants and ATMs that allows international cardholders to complete a transaction in their destination currency or the currency applicable to their card. DCC services may come at an additional cost to the cardholder.

**Electronic Device** means any electronic device through which a Transaction is concluded and includes a telephone, an ATM, a mobile application, a website or a point-of-sale device.

**Group** means Standard Bank Group Limited, its subsidiaries and their subsidiaries.

**Material** means anything that is material in the Bank's reasonable opinion.

**Optional Issuer Fee** This will be applied if a customer is purchasing in a different currency other than Ghana Cedis.

**Merchant** means a supplier of goods and services.

**Parties** means you and us and **Party** means either of us as the context may indicate.

**Personal Information** means information about an identifiable, natural person and, where applicable, a juristic person, including information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, email, postal or physical address, telephone number; location; any online identifier; any other particular assignment to the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

**PIN** means a personal identification number used for operating your Card.

**Processing** means any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation,

receipt, recording, retrieval, storage, updating, modification or use; Process and Processed will have a similar meaning.

**Prohibited Activities** means illegal or terrorist activities, money laundering or any activities which are subject to Sanctions or are not in compliance with Applicable Laws.

**Public Record** means your payment profile, including your credit history, positive or negative information on a payment profile held by any public database, credit bureau or a financial institution (**Public Entity**).

**Sanctioned Entity** means

- a any natural or juristic person or country;
- b in the case of a juristic person, any person who (i) owns or controls it; or (ii) it owns or controls (and for these purposes, owns means holding any percentage of ownership or beneficial interest and controls means the ability, directly or indirectly and whether through the voting of shares, the appointment of directors or similar officers or through any other means, to control the business or policy of the juristic person);
- c in the case of any country, its ministries, departments, agencies or any other governmental organisations, listed on any Sanctions List or who is subject to any Sanctions.

**Sanctioning Body** means the United Nations Security Council (UNSC), the Office of Foreign Assets Control of the Department of Treasury of the United States of America (OFAC), the European Union (EU), Her Majesty's Treasury (HMT), the Ministry of Economy, Finance and Industry (France) (MINEFI) or any other sanctioning body we recognise from time to time.

**Sanctions List** means any list of Sanctioned Entities published by a Sanctioning Body, as updated from time to time.

**Sanctions** means any restrictions set by a Sanctioning Body, including but not limited to diplomatic, travel, trade or financial sanctions or embargoes.

**Service Fee** means the fee levied by us in connection with the routine administration costs of maintaining this Card Account.

**Transaction** means any transaction debited against your Card Account and includes any transaction concluded with a Card, Card number and/or PIN to pay for any goods or services, to withdraw cash or to transact using an Electronic Device.

**Transaction Fees** means the fees we may charge for the transactional costs of administering the Card Account; separate from the Service Fees.

### 2 Interpretation

2.1 **Words defined will (for consistency) begin with a capital letter.**

2.2 Where any number of days are referred to in this Agreement, it will include only Business Days and it will exclude the first day and include the last day.

2.3 If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.

2.4 The singular includes the plural and vice versa and any gender includes the other genders.

2.5 All headings are for convenience only and they are not to be taken into account for the purposes of interpreting this Agreement.

2.6 Effect will be given to any provision of this Agreement regardless of whether it is set out in the definitions section or elsewhere in this Agreement.

2.7 All legislation mentioned in this Agreement includes legislation, subordinate legislation and regulations promulgated under such legislation as at the Effective Date and as amended from time to time.

### 3 Validity of the Card

- 3.1 Cardholders must sign their Cards on the reverse side as soon as they have received them. **An unsigned Card may not be used.**
- 3.2 Only the Cardholder may use the Card. The Card may not be transferred to any other person nor may the Cardholder authorise any other person to use it.

3.3 Each Card has an expiry date and is valid until the last day of the month shown.

#### 4 Using your Card

4.1 The Cardholder may use the Card to pay for goods and services at Merchants that accept the Card. Once the Card has been used for a Transaction through an Electronic Device, you or the Cardholder will not be able to withdraw this authority or instruct us to stop any payment that we are to make to a Merchant for any Transaction or reverse a payment which has already been made by us.

4.2 When paying, the Cardholder must sign a Transaction slip if the Merchant requires this. The Cardholder will not have to sign a Transaction slip when doing remote Transactions, such as ordering by mail or telephone or through the internet.

4.3 Each Card linked to the Card Account will be allocated a separate PIN. A PIN will allow the Cardholder, among other things, to conclude "chip and PIN" point-of-sale transactions and to use self-service banking facilities to effect Transactions such as drawing cash, depositing and transferring money.

4.4 You can also use your Card to buy fuel foreign exchange, casino chips and traveller's cheques.

4.5 **If you use your Card for online purposes, please make sure that you take all reasonable steps to protect your online security and privacy.** It is the responsibility of the Cardholder to alert us immediately of suspicious or unauthorised Transactions on their Card.

4.6 **We may charge you a separate Transaction Fee for certain Transactions. The full list of our fees is available at our branches or on our website at [www.stanbicbank.com.gh](http://www.stanbicbank.com.gh).**

4.7 **The liability to pay us is effective when the Card, Card number and/or PIN is used for a Transaction.**

4.8 A Cardholder must comply with our authentication procedures to access or use their Card. You must ensure that a Cardholder does not share details of these authentication procedures and codes or any other information that will reveal their identity or Card details with anyone. For example, a Cardholder must not tell anyone their identity number or what the question is for identifying them as the Cardholder.

4.9 If a Cardholder or any other person **uses the PIN allocated to a Card, we will treat these Transactions as authorised by you. You will be liable for all such Transactions on that Card.**

4.10 It is the Cardholder's responsibility to familiarise themselves and fully comply with the applicable exchange control rulings and regulations. We are obliged to report all Transactions that occur outside Ghana to the Bank of Ghana.

4.11 **You must make sure that the Card is used only for lawful Transactions. Subject to clause 7 below, you will be liable for payment of all Transactions, including unlawful Transactions carried out with an additional Card linked to your Card Account.**

4.12 We will not be liable to you or the Cardholder, if any Merchant or Electronic Device does not accept a Card or if we refuse to authorise any Transaction.

4.13 A Cardholder may dispute a non-PIN Transaction, but then you must prove that it was not authorised at all. If a Cardholder wants to dispute a Transaction they must contact call our Customer Contact Centre on **+233 302 815 789** within ninety days of the date of the Transaction. We will investigate the dispute after we have received the appropriate documentation confirming that the Cardholder did not authorise the Transaction You will have no claim if you do not advise us within that period.

4.14 No refunds will be credited to a Card Account unless and until the Merchant credits or pays such amount to us.

#### 5 Secure Code transactions

5.1 Secure Code is a service which provides you with additional security when you shop online using your Card on Merchant websites, however, it does not provide any guarantee in respect of the websites (or the goods and services offered on those websites).

5.2 You do not need to register for the Secure Code service; the Bank has automatically enrolled your Card on the service.

5.3 The Bank provides this service to you, but we may use third party service providers to operate the service or part of it on our behalf. By using the Secure Code service, you authorize the Bank to share certain information about you and your Card with third parties.

5.4 The Bank shall not be liable for any failures of the Secure Code service caused by any event that we cannot reasonably control. Such failures may include non-receipt of the one-time password requested by yourself, where applicable, or non-functioning of

the one-time password due to any reason, among others. You are solely responsible for maintaining the confidentiality of your one-time password and ensuring that your contact details are regularly updated on the Bank systems to be able to use the service when required.

5.5 You also acknowledge and agree that you are fully responsible for all transactions or other activities that occur or are undertaken with your Card using the Secure Code service.

5.6 The Secure Code service may be amended or discontinued, temporarily or permanently without prior notice.

#### 6 Contactless ("tap") transactions

6.1 Contactless technology allows you to make fast, easy and secure payments for purchases by simply tapping (touch or wave) your Card on a contactless enabled point-of-sale device without requiring a PIN. However, from time to time, you will be required to enter your PIN to authenticate a transaction.

6.2 You will only be able to make contactless payments at Merchants where you see the Mastercard or Visa contactless acceptance logo.

6.3 When you "tap" your contactless enabled Card, you are giving authorisation to the Bank to debit your Card or account balance with the amount you need for a purchase.

#### 7 Unauthorised use of your Card and PIN

7.1 The Cardholder must notify us immediately on realising that the Card is lost or has been stolen, or that the PIN has become known to any other person. We will stop the Card as soon as reasonably possible after being requested to do so. To report a lost or stolen Card or a compromised PIN, please call our Customer Contact Centre **+233 302 815 789** or email us at [customercare@stanbic.com.gh](mailto:customercare@stanbic.com.gh)

7.2 **If the loss or theft of the Card or the compromise of the PIN is not reported immediately, you will be responsible for all Transactions made with the Card before we stopped it. You will be liable for any Transaction where the Cardholder's signature appears on the Card Transaction slip or a similar record proving use of the Card, or if we have evidence to establish that the Cardholder authorised or was responsible for the use of the Card.**

#### 8 Unauthorized access or misuse of Cardholder's phone number or email address

8.1 The Cardholder acknowledges and agrees that the Bank shall not be held liable for any unauthorized access or misuse of their phone number or email address used for receiving the one-time password. It is the Cardholder's, responsibility to f maintain the confidentiality of the one-time password and safeguard their personal information.

#### 9 Warranties, undertakings and indemnities

9.1 You warrant and represent to us on the Effective Date and for the duration of this Agreement that since application to the Bank for a debit Card:

9.1.1 you have had the full capacity to effect and carry out your obligations in terms of this Agreement;

9.1.2 the terms of this Agreement have not conflicted with or constituted a breach of the terms of any other agreement or undertaking or act that is binding on you;

9.1.3 you will, at all times, comply with the Applicable Laws, including any laws relating to anti-money laundering and combating the financing of terrorism and all environmental laws and responsibilities;

9.1.4 where applicable, you have complied and will comply with all exchange control regulations and rulings applicable to this Agreement from time to time.

9.2 **To the extent permitted by law, you indemnify (hold harmless) us against any losses, damages, fines and/or penalties suffered by us as a result of:**

9.2.1 **our reliance on any warranty, representation or information given by you in relation to this Agreement; and/or**

9.2.2 **the breach of any warranty made by you under this Agreement.**

#### 10 Costs, Fees and Charges

10.1 We may charge and recover fees, including any of the following fees, if they apply in respect of this Agreement

10.1.1 Service Fee and Transaction Fees.

10.2 All costs, fees and charges in respect of this Agreement will be debited from the Card Account.



<p><b>11 Termination of this Agreement</b></p> <p>11.1 You may terminate this Agreement at any time on advance notice to us.</p> <p>11.2 You will remain liable for:</p> <p>11.2.1 any outstanding balances and purchases upon termination. <b>There are circumstances where Transactions can still be processed even after the Card Account is closed. This includes recurring debit orders and subscription payments against the Card Account which have not yet been cancelled by you and/or the Cardholders. It also includes any Card Transactions that are processed offline after the Card Account has been closed. You will be liable and be held responsible for all such Transactions, even after the Card Account is closed;</b></p> <p>11.2.2 any obligations arising from the Agreement if you fail to let us know that your Card Account must be closed.</p> <p>11.3 <b>As soon as the Card Account is closed, you must ensure that any Cardholder that has been given the Card details is advised that they may no longer use it. You must further ensure that all the Card/s are immediately destroyed by cutting through the magnetic stripe, the chip and account number and by scratching out the numbers that appear on the signature panel of the Card. A Card that is not destroyed correctly may still be used. Should this happen you will be responsible for these Transactions.</b></p> <p>11.4 The Card will always remain our property, and without losing any right to any claim which we may have against you:</p> <p>11.4.1 you generally do or omit to do anything which may cause us to suffer any loss or damage;</p> <p>11.4.2 you become or are likely to become Sanctioned or if we know or suspect that your Card Account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with Applicable Laws or if you are involved in any illegal or terrorist activities;</p> <p>11.5 <b>if we close restrict activity on or suspend access to your Card Account for any reason, we will not be legally responsible (liable), directly or indirectly, for any damages resulting from such action that you or any third party may suffer unless such damages are caused by our gross negligence or that of any person acting for or controlled by us.</b></p> <p><b>12 Disclaimers</b></p> <p>12.1 <b>You acknowledge that (i) Electronic Devices are not within our control; and (ii) our services may become unavailable due to interruptions in and maintenance to our electronic communications network, or due to power outages, telecommunications or other circumstances that are not within our control. Where it is possible for us, we will try to give you notice if scheduled maintenance will interrupt or delay the services provided to you.</b></p> <p>12.2 <b>Except to the extent that we acted with gross negligence or fraudulent intent, we will not be liable for any loss arising from the use or failure of any Electronic Device, or from the failure of our supporting or shared networks, where applicable, or from circumstances beyond our reasonable control. We do not guarantee the security of any SMS or other communication we may send to you with regard to your Card Account.</b></p> <p>12.3 <b>The Parties will not be liable to each other for any indirect or consequential losses or damage. In particular, we will not be responsible if you suffer any losses or damages if we approve or decline a Transaction based on the fraud and other velocity parameters that we have in place for you.</b></p> <p><b>13 Addresses for notices</b></p> <p>13.1 You choose, as the address for the serving of legal notices in terms of this Agreement (notice address), your address as set out in the Application Form.</p> <p>13.2 Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective only if in writing and sent to the notice address, email address or postal address you supplied in your application, or any address supplied in terms of clause 12.3 below, provided that the documents to be delivered in respect of legal proceedings in connection with this Agreement may only be served at your notice address.</p> <p>13.3 You must give us written notice to change your notice address, postal address, telefax number or email address. The change will be effective on the 10th Business Day after receipt of the notice.</p> <p>13.4 Any notice will be deemed to have been received on the fifth Business Day after being posted if it was sent by prepaid registered post, on the seventh Business Day after being posted</p>	<p>13.5 Despite anything to the contrary set out in this clause 12, a written notice or communication actually received by you will be an adequate written notice or communication to you even if it was not sent or delivered to your notice address, postal address, telefax number or email address. You hereby agree that where the post office does not do street deliveries at your notice address, we may send any notices in terms of this Agreement to your postal address.</p> <p>13.6 You should send any legal notice to us at our chosen address (<b>our notice address</b>): Stanbic Bank Ghana Limited, 7th Floor, Stanbic Heights, 215 South Liberation Link, Airport City, Accra, for the attention of the Head, Legal.</p> <p><b>14 Assignment by the Bank</b></p> <p>14.1 <b>To the extent permitted by law, you agree that we may, without further notice to you, assign and transfer all or part of our rights and/or delegate all or part of our obligations under this Agreement, either absolutely or as Collateral to any person, even though that assignment and/or delegation may result in a splitting of claims against you.</b></p> <p>14.2 <b>You agree that you may not assign or transfer all or part of your rights or delegate all or part of your obligations under this Agreement unless you have obtained our prior written consent.</b></p> <p><b>15 General</b></p> <p>15.1 Where applicable, we will send you regular updates on the status of your Card by SMS to the cellphone number provided on the Application Form or as subsequently notified to us in writing.</p> <p>15.2 We will advise you of any value-added benefits (<b>Benefits</b>) that you may receive or qualify for from time to time as a Cardholder. These Benefits will usually apply when the Card is issued and will be subject to their own terms and conditions with which you must comply. We do not guarantee that Benefits will always be available or that they will apply to you. If you would like more information about the Benefits, please contact your banker or visit your nearest branch.</p> <p>15.3 This Agreement constitutes the entire agreement between the Parties. If any of the clauses (or any portion of the clauses) in this Agreement are found to be invalid, illegal or unenforceable, this will not affect the remaining clauses in this Agreement, which will continue with full force and effect.</p> <p>15.4 <b>Except as provided specifically in this Agreement, any material changes to this Agreement will be notified to you from time to time, via SMS, email or through our website. Unless specifically stated and agreed in writing, no amendment to this Agreement will create a new agreement. You will not be entitled to amend this Agreement without our written consent. Except as otherwise provided, it will be your responsibility to visit our website regularly to see whether there are any changes to the Agreement.</b></p> <p>15.5 <b>You agree that we will not be obliged to obtain your written consent to such changes but if you disagree with our changes, you have the right to terminate the Agreement. You agree that if you decide not to terminate the Agreement before the changes become effective, they will be binding on you. A Cardholder's continued use of the Card and/or the Card Account will be seen as your acceptance of any change to the Agreement.</b></p> <p>15.6 To the extent that you use the Card to transact through any of our other channels, for example internet banking, the rules of that channel apply in addition to these Terms.</p> <p>15.7 Any version of this Agreement translated from this English version will be provided to you, on request, for information purposes only. While the translated version of the Agreement describes the rights and obligations contained in this Agreement, please note that this English version of the Agreement signed by you constitutes the legally binding agreement between us. Therefore, any enforcement procedures in respect of this Agreement will be based on this English version.</p> <p>15.8 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of Ghana. You agree that we may sue you in a competent court to recover any amounts due from you as at the date on which we instituted the proceedings, which</p>
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- amounts shall include interest, charges, legal fees, costs and expenses.
- 15.9 We are obliged by law to regularly update your personal, such as your residential address, postal address and contact information (including email address and phone number). We may contact you from time to time in this regard.
- 15.10 No special consideration we give you may be a waiver of any of our rights under this Agreement or in any way affects any of our rights against you.
- 15.11 To the extent that this Agreement or any part thereof is governed by or subject to Applicable Laws, no provision thereof is intended to contravene the Applicable Laws. All provisions of the Agreement will be deemed to be adequate to the extent required to ensure compliance with Applicable Laws, and this Agreement must be interpreted and applied accordingly.
- 16 Sanctions**
- 16.1 A Cardholder must not:
- 16.1.1 use the Card Account to finance any Sanctioned Entity;
- 16.1.2 make the proceeds of the Card Account available to any person who may use or intends to use the proceeds to finance a Sanctioned Entity's activities;
- 16.1.3 act in a way that benefits a Sanctioned Entity;
- 16.1.4 be involved in any Prohibited Activities; or
- 16.1.5 use any product or service provided by the Group for any Prohibited Activities.
- 16.2 You warrant (promise) that any Cardholder is not:
- 16.2.1 a Sanctioned Entity; or
- 16.2.2 being investigated for any activities relating to Sanctions.
- 16.3 You must let us know immediately in writing if a Cardholder is being investigated for any activities relating to Sanctions.
- 16.4 You indemnify us against (you are responsible for) any fines, penalties, losses, damages, costs, actions, proceedings, claims or demands (Losses) which we may suffer because:
- 16.4.1 any funds are seized or withheld by any Sanctioning Body or any other third party (including by us); or
- 16.4.2 a Cardholder breaches this clause 15.
- 16.5 If we know or suspect that a Cardholder is in breach of this clause 15 or is about to become subject to Sanctions, we can immediately, in our sole discretion:
- 16.5.1 close, restrict activity or suspend access to the Card Account and any other product or service we provide you; and/or
- 16.5.2 cancel these Terms and/or any other relationship which we have with you.
- 16.6 We are not liable (responsible) to you for any Losses you suffer if we cancel these Terms or any other relationship which we have with you.
- 17 Data Protection**
- 17.1 You give consent for us to collect your Personal Information from you and, where lawful and reasonable, from public sources for credit, fraud prevention and compliance purposes as well as the purposes set out below.
- 17.2 You confirm that, if you give us Personal Information about or on behalf of other persons (including account signatories, shareholders, principal executive officers, trustees and beneficiaries), you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, and specifically any cross-border transfer of Personal Information to and from the country where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 17.3 You give consent for us to Process your Personal Information:
- 17.3.1 For the purpose of providing products and services to you in terms of this Agreement and providing any other products and services that you may request.
- 17.3.2 For the purpose of carrying out statistical and other analyses so that we can identify potential markets and trends and evaluate and improve our business (this includes improving existing and developing new products and services).
- 17.3.3 In countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies.
- 17.3.4 By sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services.
- 17.3.5 Within the Group.
- 17.4 You will find our Processing practices in the Group's and our privacy statements. These statements are available on the Group's websites or on request.
- 17.5 If you are unsure about your tax or legal position because your Personal Information is Processed in countries other than where you live or conduct business, you should get independent advice.
- 18 Foreign Exchange Transactions and Exchange Control**
- 18.1 It is your responsibility to ensure that you always comply with the exchange control regulations of Ghana or the country where you are transacting.
- 18.2 Foreign exchange rates are subject to variation and the rate applicable will not necessarily be the same each day.
- 18.3 The following are instances where a foreign exchange rate or optional issuer fee will apply:
- 18.3.1 *Point of Sale Transactions, where the Transactions are in a currency other than Ghana Cedis.*
- 18.3.2 *ATM Cash withdrawals, Over-the-Counter Cash transactions, quasi cash transactions where the amount is in a currency other than Ghana Cedis.*
- 18.3.3 *Online Transactions, where the Transactions are in a currency other than Ghana Cedis.*
- 18.3.4 *Point of Sale, ATM Cash withdrawal and Online Transactions involving merchants participating in Dynamic Currency Conversion (DCC).*
- 18.4 The foreign exchange rate used is the rate determined by Visa on the day the transaction is processed by Visa plus the optional issuer fee (see Pricing Guide section on [www.stanbicbank.com.gh](http://www.stanbicbank.com.gh)).
- 18.5 Visa determines the foreign exchange rate applied to the reservation amount at the time of the transaction and the actual debit into your card account.
- 18.6 If for any reason, Visa is not able to use the exchange rate applied on the reservation amount for currency conversion, Visa will apply the exchange rate available at the time of debiting your card account.