

GCB

Commernet Plus

TERMS & CONDITIONS / APPLICATION FORM
(INDIVIDUAL CUSTOMERS)



Your Bank Anywhere, Anytime!



**GHANA
COMMERCIAL
BANK LTD.**
We Serve You Better

Commernet Plus

(INDIVIDUAL CUSTOMERS)

DEFINITIONS

In this Terms & Conditions the following expressions shall have the following meanings:

“the Bank” means Ghana Commercial Bank Ltd (GCB).

“the Customer” means a customer of Ghana Commercial Bank Limited who is now or henceforth registered on the GCB Internet Banking Service

“the Service” means the Ghana Commercial Bank Internet Banking Service.

In consideration of the Bank allowing the customer access to the Service, the Customer agrees with the Bank as follows:

1. HARDWARE AND SOFTWARE REQUIREMENT

- a) The customer shall access the Service by use of a device such as a personal computer, cell phone or similar technology and the necessary browser software and hardware, connected to the customer's preference of telephone service and internet access service.
- b) The customer shall remain solely responsible for the purchase and maintenance of the device and associated browser hardware and software.

2. CONFIDENTIALITY

- a) The customer shall initiate all Internet Banking transactions or inquiries by use of his/her internet banking password.
- b) The customer shall not create a password that will be easy for others to determine as his/her password. It is advisable to use a combination of upper and lowercase letter, numbers and characters.
- c) The customer shall keep his / her password confidential.
- d) The customer shall not give or disclose his/her password to anyone, unless the Customer intends to allow that person access his/her account.
- e) The customer shall not write his/her password in an open place to prevent a third Party coming across it.
- f) The customer shall change his/her password immediately it comes to the notice of a third party.
- g) Where a customer notifies the bank of his intention to change his password

resulting from memory loss, the bank shall with the consent of the customer immediately delete the old password and then allow the customer to enter a new password PROVIDED THAT the bank shall not be responsible for any loss that occurs between the period of such memory loss and the time the report is lodged with the bank.

- h) The bank is exempted from any form of liability whatsoever for complying with any or all instruction(s) given by means of the customer's password, if in any way the password comes to the notice of a third party.
- i) The use of the customer's password by him/her or by any other person with his/her authorization shall be considered the same as the customer's written signature authorizing the Bank to complete any transaction or request communicated through the Service.
- j) The customer shall be responsible for any instruction given through the customer's password. Accordingly, the bank shall not be responsible for any fraudulent, erroneous or duplicate instructions given through the customer's password.
- k) Sharing of the customer's password is strongly discouraged by the bank, and done at the customer's sole risk and peril.
- l) The customer shall exit the Service after he/she has finished viewing his/her account, and close his/her browser software.
- m) The customer shall not leave his/her computer unattended while accessing the Service. Otherwise a third party may be able to access the customer's account from his/her computer without having to use the customer's password.

3. CUSTOMER'S RESPONSIBILITIES

- a) The customer shall be absolutely responsible for safeguarding his/her password. Accordingly, the Bank is expressly exempted from any liability arising from unauthorized access to the customer's account as a result of the customer's failure to safeguard his/her password.
- b) The customer shall ensure the secrecy of his/her password. Accordingly, the bank is expressly exempted from any liability arising from the customer's breach of duty of secrecy.

4. CUSTOMER'S INFORMATION

- a) The customer shall provide true, accurate, current and complete information about himself/herself as requested by the Bank in the registration form. The

customer agrees not to misrepresent his /her identity.

- b) The customer shall not use the service for any illegal purpose or for the transmission of any unlawful, libelous, offensive or obscene material.
- c) The customer shall not assign or make any commercial use of the Service.
- d) The content and information in this Agreement and on the Bank's web site as well as all rights to this web site are the property of the Bank. The customer is only allowed to use this content and information as expressly authorized by the service. Accordingly, the customer shall not copy, reproduce, distribute, or create any derivative work from this content and information.

5. BUSINESS DAYS AND NOTICE OF INTERRUPTIONS

- a) The Bank's Internet Banking business days for inter / intra account transfers are Mondays through to Saturday excluding Sundays and holidays.
- b) The customer may access his/her account through Internet Banking 24 hours a day, 7 days a week except for transfers as stated in 5(a).
- c) The Bank may occasionally perform maintenance on systems and equipments and this may result in error messages or interrupted services.
- d) The Bank cannot guarantee that it will be able to provide notice of such interruptions, although it will try to do so.

6. RECENCY OF INFORMATION

- a) All account information provided through Internet Banking will be current as of the end of the preceding business day and will not reflect bank transfers or deposits made since the end of the preceding business day and are subject to further adjustment and correction.

7. INTERNET BANKING SERVICE

- a) The customer may use Internet Banking to perform any of the services available to the customer and listed in Schedule 1 on page 7.
- b) The customer may sign up the Service by contacting the Bank.

8. TRANSFERS TO AND FROM ACCOUNTS

Authorization

- a) The customer expressly authorizes the Bank to debit the appropriate Deposit Account in the amount of any bank transfer initiated through Internet Banking

by the customer or by any other person who is authorized by him/her to use his/her password

- b) The Bank may treat any such bank transfer from a Deposit Account the same as a duly executed written withdrawal or transfer.

B. Limitations

- a) The customer's ability to initiate bank transfers between Deposit Accounts may be limited by the terms of the customer's deposit agreement with the Bank.
- b) The bank may refuse to make any bank transfer for security reasons or otherwise provided in a deposit agreement with the Bank.
- c) The Bank cannot post date bank transfers.

9. LIMITS ON BANK'S LIABILITY

- a) To the fullest extent permitted by law, the Bank shall not be liable whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any Internet Banking service in accordance with the terms of this Agreement, including but not limited to, that resulting from the Bank's intentional misconduct or negligence.
- b) The Bank's duties and responsibilities to the customer are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the Bank be liable for any consequential, special or punitive damages, or for any direct or indirect loss, that the customer may incur or suffer in connection with the service, even if the Bank has been informed of the possibility of such damages.
- c) To the fullest extent permitted by law, the Bank shall not be liable at any time to the customer or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the Bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, act of God, fire, storm, or other catastrophe.
- d) Use by the Bank or its customers of any information obtained via the internet or internet access service provider's network is at the customer's own risk and

the Bank cannot guarantee the accuracy or security of any internet or network content.

- e) The service is provided on an “as is” and “as available” basis and the Bank expressly disclaims all warranties of any kind whether express or implied, including, without limitation, any warranty of non-infringement, merchantability or fitness for a particular purpose.
- f) The Bank shall not be liable whatsoever for any damage or loss caused by the act, error, or omission of the customer or any other person.
- g) The Bank shall not be liable for any fraud or loss that arises from the use of the customer’s password.
- h) The Bank shall not be responsible for any electronic virus(es) that the customer may encounter in the use of this service.

10. LIABILITY FOR UNAUTHORIZED OR ERRONEOUS TRANSFERS

- a) The customer shall be responsible for all unauthorized or erroneous transactions initiated through Internet Banking.
- b) The customer shall immediately notify the Bank if his/her password has been lost or stolen, or if someone has transferred funds from his/her account through Internet Banking without his/her permission or is contemplating to do so.

11. ADDITIONAL SERVICES

- a) The Bank may from time to time, make additional services available through Internet Banking and will notify the customer of the availability and terms of these new services.
- b) The customer, by using these additional services when they become available, agrees to be bound by any additional instructions, procedures and terms provided to him/her concerning these new services.

12. FEES AND CHARGES

The customer shall pay, and authorize the bank to debit his/her account for Internet Banking services.

13. INDEMNIFICATION

Except when caused by the Bank’s intentional conduct or gross negligence, the customer agrees to protect and fully compensate the bank and its affiliates and service

providers from any/and all third party claims, liability, damages, expenses and costs (including, but not limited to, legal fees), caused by or arising from the customer's use of the service, violation or infringement of the terms of this Agreement or infringement by any other user of the customer's account, of any intellectual property or other right of anyone.

14. SERVICE CHANGES AND DISCONTINUATION

- a) The Bank reserves the right to change or discontinue, temporarily or permanently the service at any time without notice to the customer. In order to maintain the security and integrity of the service, the Bank may also suspend the customer's access to the service at anytime without notice.
- b) The Bank will not be liable to the customer or any third party for any modification or discontinuation of the service.
- c) The customer may cancel the Service by written request to the Bank at any time.

15. NOTICES

- a) All notices and other communications to the customer shall be in writing and delivered to the address the customer has provided to the Bank.
- b) All notices and other communications to the bank shall be in writing and delivered to the Bank's address.

16. SETTLEMENT OF DISPUTES

Any dispute arising from this Agreement, shall be settled amicably and where attempt at amicable settlement is unsuccessful, by arbitration in accordance with the Arbitration Act, 1961(Act 38) or any statutory modification or replacement thereof.

17. GOVERNING LAW

This Agreement and the rights and obligations of the Bank and the customer shall be governed by and construed in accordance with the laws of Ghana.

18. JURISDICTION

The courts of Ghana shall have exclusive jurisdiction in any action or proceeding relating to this Agreement.

SCHEDULE 1

SERVICES AVAILABLE

- | | |
|------------------------------------|----------------------------------|
| I. Account Summary | XV. Adhoc Statement Request |
| II. Account Details | |
| III. Account Activity | XVI. Cheque Book Request |
| IV. Funds Transfer | XVII. Cheque Book Status Inquiry |
| V. Beneficiary Maintenance | XVIII. Stop Cheque Request |
| VI. Third Party Fund Transfer | XIX. Forex Rates Inquiry |
| VII. Term Deposit Details | XX. Interest Rates Inquiry |
| VIII. Term Deposit Open | XXI. Bulletins |
| IX. Loan Account Activity | XXII. Mailbox |
| X. Loan Account Details | XXIII. Update Profile |
| XI. View Standing Instruction | XXIV. Session Summary Report |
| XII. Initiate Standing Instruction | XXV. Cheque Book Status Inquiry |
| XIII. Modify Standing Instruction | XXVI. Change Password |
| XIV. Delete Standing Instruction | |

OPERATIONS SUPPORT
Ghana Commercial Bank Ltd.
P. O. Box 134, Accra.
4th Floor GCB Tower
K. N. Circle

Tel: (233-21) 232 850 / 246 090




(Individual Customers)

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TELEPHONE NUMBER (S) _____

TICK



Date _____

Signature Verified By: