

Internet Banking/E-statement Application Form



Fill in the required information in **CAPITAL LETTERS**

First Name Surname

(In the case of Corporate Account, please fill in the Company Name below)

Company Name

Address

E-mail Mobile
Telephone No. Account No.

Corporate Account Only

Create multiple user for the Internet Banking Account?
 Yes No

If "YES", specify number of additional users

Multiple users will be created using the e-mail entered above. Users can later change their individual correspondence e-mail addresses.

OFFICE USE ONLY

Activated by
Signature Date

* Only one out of multiple account is needed

ELECTRONIC SOLUTION AGREEMENT (INTERNET BANKING & E-STATEMENT)

- Introduction**
 - This Agreement is a service agreement, which applies to Communications (defined below).
 - The Customer will provide to Access Bank PLC all documents and other information reasonably required by it in connection with this Agreement.
- Authority**
 - Access Bank PLC may rely on the authority of each person designated in a form acceptable to Access Bank PLC by the Customer to end Communications or do any other thing until Access Bank PLC has received written notice or other notice acceptable to it of any change from a duly authorized person and Access Bank PLC has had a reasonable time to act (after which time it may rely on the change).
- Communications**
 - Each of the Customer and Access Bank PLC will comply with certain agreed security procedures (the "Procedures"), designed to verify the origination of communications between them such as enquiries, advices and instructions (each a "Communication").
 - Access Bank PLC is not obliged to do anything other than what is contained in the Procedures to establish the authority or identity of the person sending a Communication. Access Bank PLC is not responsible for errors or omissions made by the Customer or the duplication of any Communication by the Customer and may act on any Communication by reference to an account number only, even if an account name is not provided. Access Bank PLC may act on a Communication if it reasonably believes it contains sufficient information.
 - Access Bank PLC may decide not to act on a Communication where it reasonably doubts its contents, authorization, origination or compliance with the Procedures and will promptly notify the Customer (by telephone if appropriate) of its decision.
 - If the Customer informs Access Bank PLC that it wishes to recall, cancel or amend a Communication, Access Bank PLC will use its reasonable efforts to comply.
 - If Access Bank PLC acts on any Communication sent by any means requiring manual intervention (such as telephone, telex, electronic mail or disks sent by messenger) then, if Access Bank PLC complies with the Procedures, the Customer will be responsible for any loss Access Bank PLC may incur in connection with that Communication.
- E-Statements**
 - The Customer will notify Access Bank PLC in writing of anything incorrect in a statement promptly

and in any case within thirty (30) days from the date on which the statement or advice is sent to the Customer.

5. Performance

- Access Bank PLC will act in good faith and with reasonable care, as determined in accordance with the standards and practices of the banking industry, and may use any communications, clearing or payment system, intermediary bank or other entity (each a "System") it reasonably selects; Access Bank PLC's performance is subject to the rules and regulations at any time of any System.
- Neither the Customer nor Access Bank PLC shall have any liability for any indirect, incidental or consequential loss or damages (including loss of profit), even if advised of the possibility of such loss or damages.
- Neither the Customer nor Access Bank PLC will be responsible for any failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any law, regulation or other requirement of any governmental or other authority in accordance with which it is required to act or if its performance is prevented, hindered or delayed by a Force Majeure Event; in such case its obligations shall be suspended for so long as the Force Majeure Event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any System, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

6. Customer Information

- Access Bank PLC will treat information relating to the Customer as confidential, but (unless consent is prohibited by law) the Customer consents to the transfer and disclosure by Access Bank PLC of any information relating to the Customer to and between the branches, subsidiaries, representative offices, affiliates and agents of Access Bank PLC and third parties selected by any of them, wherever situated, for confidential use (including in connection with the provision of any service or product and for data processing, statistical and risk analysis purposes). Access Bank PLC and any branch, subsidiary, representative office, affiliate agent or third party may transfer and disclose any such information as required by any law, court, regulator or legal process.

7. Termination

- The Customer or Access Bank PLC may terminate this Agreement on reasonable notice (taking into account any Communication and any service or product affected).

8. General

- Neither the Customer nor Access Bank PLC may assign or transfer any of its rights or obligations under this Agreement without the other's written consent, which will not be unreasonably withheld or delayed, provided that Access Bank PLC may make such an assignment or transfer to a branch, subsidiary or affiliate if it does not materially affect the provision of services to the Customer.
- If any provision of this Agreement is or becomes illegal, invalid or unenforceable under any applicable law, the remaining provisions of this Agreement will remain in full force and effect (as will that provision under any other law).
- No failure or delay of the Customer or Access Bank PLC in exercising any right or remedy under this Agreement will constitute a waiver of that right. Any waiver of any right will be limited to the specific instance.
- The Customer and Access Bank PLC consent to telephonic or electronic monitoring or recording for security and quality of service purposes and agree that either may produce telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with this Agreement.
- Written notice shall be effective if delivered to the party's address specified below (or at any other address it may provide by written notice for this purpose). Notices shall be in English unless otherwise agreed.

CAUTION: ACCESS BANK SHALL NOT BE LEGALLY OR OTHERWISE RESPONSIBLE WHERE A CUSTOMER'S USERNAME AND PASSWORD KNOWN ONLY TO THE CUSTOMER IS ACCURATELY PROVIDED BY ANY OTHER PERSON APART FROM THE CUSTOMER FOR ANY TRANSACTIONS AS ACCESS BANK PLC MAY ACT ON SUCH COMMUNICATION WHERE IT REASONABLY CONTAINS SUFFICIENT INFORMATION BELIEVED TO HAVE EMANATED FROM THE CUSTOMER.

I hereby agree that Internet Banking Services be activated for my new account(s) with Access Bank Plc. Having read and understood the terms and conditions attached to the **Electronic Solution Agreement**, I hereby affix my signature.

Signature & Date