

# IT IS IMPORTANT THAT YOU READ AND UNDERSTAND OUR TERMS, CONDITIONS AND PRIVACY POLICY

The XclusivePlus Proposition ("XclusivePlus") has been designed by Access Bank Plc (hereinafter referred to as "**the Bank**") specifically for its customers. This is a premium banking experience designed to offer our customers the recognition and exceptional service they deserve.

I hereby agree to be bound by the following Terms and Conditions (T&Cs) of the XclusivePlus Proposition.

## Subscribing to the XclusivePlus Proposition

- I wish to subscribe to the XclusivePlus Proposition offered to the customers of the Bank.
- I understand the benefits of the XclusivePlus offering and I am aware of the required subscription fee.
- I understand that the XclusivePlus offering is only available to the Bank's customers.
- The Bank reserves the right to modify this terms and conditions or its policies relating to XclusivePlus Proposition at any time without any notice to me.
- I understand I will be migrated to a Premium Current Account upon successful subscription, if i subscribed through a DiamondXclusive current Account.

## **Payment of Subscription**

- I authorize the bank to debit my account for the XclusivePlus subscription based on my selected payment plan and preferred date.
- I understand that upon completion of the sign-up form, my account will be debited immediately for the first subscription.
- I understand that my subscription plan will have to be renewed in the following month to enable me to continue enjoying the benefits of XclusivePlus Proposition and any late payment may affect access to some benefits and I hereby confirm that my subscription shall be automatically renewed unless I instruct the Bank otherwise in writing.
- If for any reason the Bank is unable to debit my preferred repayment account on my selected repayment date, I authorize the bank to debit the account on any subsequent day that the account is funded.
- I authorize the bank to debit any of my other Access Bank Accounts for any outstanding XclusivePlus Subscription Fee if required.

# **Visa Signature Debit Card**

- I understand that any existing VISA Debit Card that was previously issued on the same account will be de-activated, once I collect my new Visa Signature Debit Card.
- I understand that the lifestyle benefits attached to the Visa Signature Debit Card which includes, but are not limited to LoungeKey, Travel Insurance and Hotel discounts are subject to the terms and conditions governed by Visa International.
- I understand and agree that my Visa Signature Debit Card is one of the benefits attached to an active XclusivePlus Subscription, hence if my XclusivePlus Subscription fee is not paid as and when due, the Bank has the right to de-activate the Visa Signature Debit Card and all related benefits tied to the card.
- In the event that my Visa Signature debit card is deactivated, I will subsequently be issued a regular Debit Card, at the regular bank charge for that card.

#### **Events and Movies Tickets**

- Complementary movie and events tickets offered to XclusivePlus Subscribers are non transferable. (Subscribers may need to show an ID card at the venue).
- I understand that there are a specified number of free movie tickets and events tickets available
  within each month and these will be issued to XclusivePlus Subscribers on a first come first served
  basis. Hence, redemption of these free tickets is subject to availability.
- I understand that if I have redeemed my free movie or event tickets and do not use them for whatever reason, it will still count as part of my monthly or quarterly allocation.
- I understand that the benefit is available for me to redeem within the month and cannot be rolled over to the next month.



## **Data Bundle Redemption**

- Complementary data bundle offered to XclusivePlus subscribers are non-transferrable; data bundle is sent to the registered phone number.
- I understand that there is a specified number of free data bundles available within each month
  and these will be issued to XclusivePlus subscribers on a first come first served basis. Hence,
  redemption of these free data bundle is subject to availability.
- I understand that my free data bundle, once redeemed, is valid for a stipulated period and will expire once the validity period is up, whether I make use of it or not.
- I understand that if I have redeemed my free data bundle and do not use it within the validity period, for whatever reason, it will still count as part of my monthly allocation.
- I understand that the benefit is available for me to redeem within the month and cannot be rolled over to the next month.

## **Tremendoc Token Redemption**

- Complementary telemedical service offered to XclusivePlus subscribers via Tremendoc are nontransferrable; the monthly token is tied to your XclusivePlus & Tremendoc profile.
- I understand that there is a specified number of Tremendoc tokens available within each month and these will be issued to XclusivePlus subscribers on a first come first served basis. Hence, redemption of these tokens is subject to availability.
- I understand that the token, once generated, is available to be viewed on the Xclusive channel for up to 12 hours and will no longer be visible on the channel after 12 hours.
- I understand that if I have redeemed my free Tremendoc token and do not use it within the validity period, for whatever reason, it will still count as part of my monthly allocation.
- I understand that the benefit is available for me to redeem within the month and cannot be rolled over to the next month.

## **Cancellation of the XclusivePlus Subscription**

- The Bank may at any time, with notice to me, suspend, cancel, or refuse to renew my XclusivePlus membership without affecting my outstanding benefits and rights as an account holder.
- I understand my subscription can be cancelled for reasons including but not limited to; Inability to debit my accounts due to insufficient funds or when I no longer meet the Bank's qualifying criteria.
- I understand that I may terminate my XclusivePlus Subscription at any time, by giving the Bank notice of at least (5) working days. A termination request can be sent to the Relationship Manager at my branch or via the Bank's contact center.
- I understand that if I terminate my XclusivePlus Subscription, there will be no refund on any subscription fees already paid.

## **Data Privacy and Protection**

- I understand that my subscription to XclusivePlus gives the Bank the right to share my information and/or document ("Data") with any service provider or third party providing any of the various lifestyle benefits available to me as an XclusivePlus Subscriber.
- I hereby consent to the collection, processing, use and transfer of my Data, within or outside Nigeria, for the purposes stated herein.

## **Limitation of Liability**

- The Bank shall not be liable to me, if The Bank is unable to perform its obligations under XclusivePlus Proposition due (directly or indirectly) to the failure of any machine, data processing system, industrial dispute, or anything outside the control of The Bank, its agents, or subcontractors.
- I understand that the bank is not the provider of the various lifestyle benefits available to me as an XclusivePlus Subscriber and shall not be held liable for any claims whatsoever arising from the provision of such lifestyle benefits to me.

## Severability

- If any provision of these T&Cs is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue to be in effect.
- If any unlawful and/or unenforceable provision of these T&Cs, would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.



## Law and Jurisdiction

These T&Cs and any dispute or claim arising out of or in connection with them or their subject matter (including any non-contractual disputes or claims) will be governed by the laws of Nigeria, and the courts of Nigeria will have exclusive jurisdiction to settle any such disputes or claims.

To subscribe, please sign below to confirm that you have read and understood the XclusivePlus Proposition Terms and Conditions stated above and accept and agree to be bound by the said Terms and Conditions.

Name:	 	 	
Date:			
Signature:			