



## CREDIT CARDS TERMS AND CONDITIONS

### 1. Definition of Terms

As used herein, the following terms shall have the following meaning(s):

"CARD" - Credit Cards issued by ACCESS BANK PLC.

"CARDHOLDER" - The person to whom or for whose use a CARD is issued by the ISSUER; the term shall likewise include the person to whom a supplementary credit card is issued upon the application of the primary CARDHOLDER. The primary cardholder is the main applicant for whom a credit card is issued by the bank and who has an option of requesting for more than one card on his behalf which would be used by other persons referred to as Supplementary Cardholders.

"ISSUER" or "ACCESS BANK" - The ACCESS BANK PLC

"CREDIT LIMIT" - The maximum outstanding balance of charges which the CARDHOLDER and his/her supplementary CARDHOLDERS are allowed to maintain at any given time subject to security features and credit limit management features that the ISSUER may impose for the benefit of the CARDHOLDER "CBN – Central Bank of Nigeria

"INSTALMENT" - The facility which allows CARDHOLDERS to purchase selected goods and services from merchants using their CARD and to pay for the same, together with applicable interest and other fees, in equal monthly payments. In certain instances, or promotions, ISSUER may allow the CARDHOLDER to convert cash advance transactions, existing balances on the CARD or balances on credit cards from other issuers into instalment transactions, which shall be payable in equal monthly payments subject to the applicable interest and other fees.

"ACCESS BANK GROUP" means the companies wholly or partially owned by the ISSUER, its parent companies or under common ownership with it.

"CARD SCHEME" means the payment network on which the card was issued and with which the Bank is a member. For example: MasterCard, Visa, Verve and American Express.

"TERMS AND CONDITIONS" or "AGREEMENT" - These Terms and Conditions for ACCESS BANK's Credit Card Products

### 2. The Card

The CARD issued is the sole property of ACCESS BANK. It is non-transferable and will be accepted at accredited merchants only when properly signed and presented by the CARDHOLDER whose name and signature are indicated on the CARD.

### 3. Card Replacement

Unless earlier terminated or cancelled, the ISSUER may replace the CARD from time to time at a cost to the CARDHOLDER.

### 4. Responsibility of the CARDHOLDER

The CARDHOLDER shall be liable for all transactions and the amounts charged to the CARD, including cash advances, interest and all the non-refundable fees and other charges and taxes required by the government, whether made in Nigeria or abroad and hereby agrees to accept and pay for such amounts without the necessity of proof of a signed charge slip. All charges, advances or amounts in currencies other than US Dollars shall be automatically converted at the time of posting to the billing currency (US Dollars or Naira) at Card Scheme's foreign exchange selling rate, and shall be charged additional fees equivalent to 3.5% or 4.25% of the transaction value depending on the card type.

The transactional fees shall be imposed at the sole and absolute discretion of the ISSUER and may be subject to change at anytime without notice. Such billing currency amount represents the amount due to the ISSUER for the ISSUER's purchase and payment on the CARDHOLDER's behalf of the foreign currency necessary to discharge the amount/s due to Card Scheme and/or the acquiring bank and/or foreign Merchants affiliate/s.

For cash advances through any designated automated teller machines (ATM) which accept the CARD, the CARDHOLDER shall be assigned a Personal Identification Number (PIN) by the ISSUER. The CARDHOLDER shall change his/her ISSUER-assigned PIN through any ACCESS BANK ATM only. The CARDHOLDER shall at all times keep his/her PIN confidential and shall not, under any circumstance, disclose the same to any person or compromise its confidentiality. The CARDHOLDER agrees that all transactions and/or all cash advances using the CARD shall be conclusively presumed to have been personally made or authorized by the CARDHOLDER.

The ISSUER may change the credit card number and/or expiry date when issuing a replacement card to the CARDHOLDER. The CARDHOLDER is solely responsible for communicating this change to any party with whom the CARDHOLDER may have payment arrangements. The ISSUER will not be responsible for any consequences arising from declined transactions, whether submitted under the old card number or otherwise. The CARDHOLDER shall safely keep the CARD and not use the CARD after its expiry date or upon its cancellation or suspension nor permit anyone to use the CARD for any reason whatsoever. The CARDHOLDER shall provide the ISSUER with copies of additional/updated documents that the ISSUER may reasonably require from time to time, including but not limited to copies of his/her latest Income Tax Return stamped received by the Internal Revenue Board.

### 5. Joining, Subscription, Monthly Maintenance and Annual Fees



The CARDHOLDER shall pay the ISSUER a joining, subscription, monthly maintenance, and an annual fee as may be determined by the ISSUER from time to time. The annual fee and joining fee shall cover the administrative costs incurred by the ISSUER for the issuance and maintenance of the CARD. The subscription fee, such as mileage programme fee, allows the CARDHOLDER to enjoy the benefits of the programme subscribed to, such as redeeming miles against points under a mileage programme. The ISSUER reserves the right to alter from time to time any benefits and/or the credit limit applicable to any CARDHOLDER without any prior notice to or consent from the CARDHOLDER. Such benefits and credit limit shall further be subject to the other terms and conditions for the use of the CARD. All paid fees indicated herein are non-refundable even if the credit privileges are suspended or terminated, or if the CARD is surrendered by the CARDHOLDER before the expiry date.

#### 6. Supplementary Cards

A Supplementary Card is a copy of the primary credit card issued based on the primary cardholder's request for use by another individual. The use of SUPPLEMENTARY CARDS shall be governed by this Agreement. Any reference to the CARD issued to the CARDHOLDER in this Agreement shall also apply to the SUPPLEMENTARY CARD(S). The CARDHOLDER shall be liable for all transactions, purchases and cash advances made, including all interest and charges incurred through the use of the SUPPLEMENTARY CARD(S), as well as for any breach by the SUPPLEMENTARY CARDHOLDER of these terms and conditions. Primary and Supplementary CARDHOLDERS share the same credit limit. The Primary and Supplementary CARDHOLDER shall be jointly and severally liable for any and all obligations, charges and fees under the Supplementary CARDHOLDER'S Credit Card Account, irrespective of whether the amounts were incurred with or without the knowledge or consent of the Primary Cardholder. Please note that not all CARDHOLDER benefits are available to the Supplementary cards.

#### 7. Accredited Merchants

The ISSUER has an agreement with the Card Scheme whereby the CARD shall be honored at all the Card Scheme's accredited merchants worldwide. However, the ISSUER shall not be liable to the CARDHOLDER if, for any reason, the CARD is not honored by the merchant or the acquiring bank, or by the Card Scheme. The CARDHOLDER agrees to indemnify and hold the ISSUER free and harmless from any and all claims for damages as a result of the failure of any accredited merchant or any acquiring bank, or of the Card Scheme to honor the CARD.

#### 8. Co-Obligor

The CARDHOLDER shall provide upon request an acceptable CO-OBLIGOR. The CO-OBLIGOR shall be jointly and severally liable with the CARDHOLDER and his/her SUPPLEMENTARY CARD members to pay the ISSUER all obligations and charges made through the use of the CARD. The CO-OBLIGOR shall notify the CARDHOLDER and the ISSUER in writing of his/her/its intention to withdraw as the CARDHOLDER'S CO-OBLIGOR and may be discharged subject to the condition that the CO-OBLIGOR continues to be liable for all amounts unpaid and outstanding as of thirty (30) days from receipt by the ISSUER of such written notice. Failure by the CARDHOLDER to immediately furnish a new CO-OBLIGOR acceptable to the ISSUER may result in the automatic termination or suspension of the CARDHOLDER'S card and/or the privileges associated with the card.

#### 9. Loss of the Card

In case of loss or theft of the CARD, the CARDHOLDER shall immediately report such fact in writing to the ISSUER, giving details of the place, date and circumstances of the incident and the last transaction(s) and/or purchase(s) made prior to the loss or theft. Liability of the CARDHOLDER for all transactions, purchases and/or cash advances made through the use of the lost or stolen CARD shall cease upon written notification by the CARDHOLDER to the ISSUER. A card replacement fee shall be charged to the CARDHOLDER to cover replacement of the CARD(S).

#### 10. Use of the Credit Limit

Upon acceptance or approval of the CARDHOLDER'S application, a CREDIT LIMIT expressed in US Dollars and/or Naira, inclusive of a cash advance limit, shall be assigned to the CARDHOLDER which represents the maximum outstanding balance, including any instalment transaction/s made using the CARD, that the CARDHOLDER and his/her SUPPLEMENTARY CARD member(s) are allowed at any given time subject to security features and credit limit management features that the ISSUER may impose for the benefit of the CARDHOLDER from time to time. The ISSUER reserves the right to decline any transaction and/or suspend the credit card privileges of the CARDHOLDER and his/her SUPPLEMENTARY CARDS (without the ISSUER being necessarily obligated to do so) without prior notice if the CREDIT LIMIT will be or has been exceeded. The ISSUER may demand immediate payment of the amount in excess of the CREDIT LIMIT or of all amounts outstanding. The CARDHOLDER agrees to track his/her balance and is solely responsible for ensuring that it does not exceed the approved CREDIT LIMIT. In case the CARDHOLDER exceeds his/her approved CREDIT LIMIT, the CARDHOLDER shall pay the ISSUER an overlimit fee, or such other amount as may be set by the ISSUER from time to time. The overlimit fee shall be included among the charges in CARDHOLDER'S Statement of Account for the relevant billing period.

The ISSUER may limit cash advances on the CARD to an amount determined at the ISSUER'S sole discretion,



without notice to the CARDHOLDER. The CARDHOLDER shall pay the ISSUER a cash advance service fee for ATM (International), POS (International), POS (local) of the amount drawn, or such other amount as may be set by the ISSUER from time to time in line with CBN Local and International Tariff. In addition to the cash advance service fee, the CARDHOLDER's cash advance transactions shall also incur finance charges at the prevailing monthly interest rate applied to the cash advance amount from the transaction date until the amount is fully paid. The CARDHOLDER shall also pay the ISSUER all other fees incurred including without limitation annual mileage programme fee and transaction retrieval fee, at the rates set by the ISSUER and as may be amended from time to time. In case the CARDHOLDER is issued two or more cards, the CARDHOLDER understands and agrees to abide by the condition that the ISSUER may, at the ISSUER's sole discretion, give the CARDHOLDER a separate credit limit for each of the CARDS issued to the CARDHOLDER or a consolidated credit limit for all CARDS, expressed in US Dollars and/or Naira, subject to security features and credit limit management features that the ISSUER may impose for the benefit of the CARDHOLDER. In case of default (in the) or non-payment of the CARDHOLDER's obligation on one or more CARDS, the ISSUER may at its sole discretion demand immediate payment in full of all outstanding balances on all of the CARDS and, in addition, revoke the CARDHOLDER's right to use all or any of such CARDS.

#### 11. Monthly Statement and Payment of Charges

A monthly statement of account will be furnished to the CARDHOLDER, which may be sent by e-mail, or mail or courier to the CARDHOLDER'S billing address or accessed online by the CARDHOLDER via the ISSUER'S website upon enrolment by the CARDHOLDER to the ISSUER's e-Credit Card Statement service. The CARDHOLDER shall examine the statement and immediately report errors in the statement not later than 30 days from date of the statement, otherwise, the CARDHOLDER shall be deemed to have accepted the correctness of the statement. The CARDHOLDER agrees to pay late payment charges and/or other charges for any unpaid amount due at a rate of 2.5% flat monthly (for Naira denominated Cards) and 30% per annum (for USD denominated Cards), plus any applicable taxes and charges required by the government thereon. If the Payment Due Date – (the last date on which payment is required before late payment fees are charged) falls on a Saturday, Sunday or public holiday declared by the Federal Government of Nigeria, the payment shall be due the working day immediately preceding the Payment Due Date. However, notwithstanding the absence or lack of proof of service of the statement of account upon the CARDHOLDER, the latter is obligated to inquire with the ISSUER the amount, in accordance with Clause 12, the CARDHOLDER is due to pay on or before the Payment Due Date. The fixed monthly instalment amount for purchases using the instalment facility of the CARD shall be posted to the CARDHOLDER's monthly statement of account as a regular transaction forming part of the total outstanding balance over the term or repayment period chosen by the CARDHOLDER. In case of pretermination/cancellation of an existing instalment transaction, the CARDHOLDER agrees to be charged a processing fee of 5% of the total remaining instalment balance, whichever is higher, or such other amount as may be set by the ISSUER from time to time. All other terms and conditions stated in the monthly statement of account shall form an integral part of these terms & conditions.

#### 12. Card Payment, Delinquency, and Default

In the monthly statement of account given to the CARDHOLDER, the CARDHOLDER shall be liable to pay the Closing Balance amount shown therein. The CARDHOLDER shall have the option to pay on or before the Payment Due Date stated in the statement of account:

- (i) the Closing Balance; or
- (ii) the Minimum Amount Due.

In any event, the CARDHOLDER must pay at least the Minimum Amount Due, which the ISSUER must receive as cleared and available funds, on or before the Payment Due Date. All payments made by the CARDHOLDER shall be in the billing currency of the CARD. If payment is made in any other currency, the CARDHOLDER shall pay the ISSUER all exchange commissions and other charges or losses incurred by the ISSUER in converting such payment to the billing currency. Such conversion shall be effected at such exchange rate as may be solely and conclusively determined by the ISSUER at the date of entry into the Card account. Payment made by the CARDHOLDER shall be applied to the CARD account on normal status in the following sequence:

- (1) billed cash advance principal.
- (2) billed membership fee.
- (3) billed other fees/charges such as taxes
- (4) billed cash advance fee
- (5) billed purchase transaction charge
- (6) billed late payment charge
- (7) billed cash advance finance charge
- (8) billed purchase finance charge
- (9) billed purchase principal including any applicable fixed monthly instalment amount
- (10) unbilled other fees
- (11) unbilled cash advance fee
- (12) unbilled purchase transaction charge



(13) unbilled cash advance principal; and

(14) unbilled purchase principal.

The ISSUER reserves the right to adjust, at its sole discretion, the payment application sequence for CARD account on either normal or not (on) normal status. Normal Status refers to cards in active state whose repayments are made as and when due, while "Not Normal" status refers to cards in either Lost, Stolen, Declared, Violated, Referral, Compromised or Not Active State.

The unpaid balance of the Minimum Amount Due will be considered delinquent if unpaid after the Payment Due Date. The CARDHOLDER shall then be liable to pay late payment, finance, and other applicable charges, plus any applicable taxes required by the government thereon. Once the CARDHOLDER exceeds his/her CREDIT LIMIT or fails to pay the Minimum Amount Due on the Payment Due Date, the CARD account and the CARDHOLDER will be considered delinquent. In the event of delinquency or default, the CARDHOLDER authorizes the ISSUER to report and/or include his/her name in the negative listings of any credit bureau or institution.

The CARDHOLDER shall be considered in default in any one of the following events:

- (a) The CARDHOLDER fails to pay on the Payment Due Date any of his/her payment obligations on one or more CARDS or other credit facilities.
- (b) The CARDHOLDER'S outstanding availments exceed his/her CREDIT LIMIT.
- (c) Any creditors try, by legal process, to take the money or any property of the CARDHOLDER with the ISSUER or its subsidiary or affiliates.
- (d) The CARDHOLDER applies for voluntary or involuntary relief under the Insolvency Law or other bankruptcy laws.
- (e) The ISSUER believes, on reasonable ground and at its sole discretion, that it was induced by fraudulent misrepresentation to grant the CARD or any other credit facility in favor of the CARDHOLDER.
- (f) The CARDHOLDER fails to observe any of the Terms and Conditions governing the issuance and use of the CARD.
- (g) The CARDHOLDER fails to observe any of the terms and conditions of any contract or evidence of indebtedness and/or other related documents which the CARDHOLDER executed or otherwise issued by the ISSUER in connection with any credit or loan facilities granted by the ISSUER or its other foreign branches or subsidiaries or affiliates, or another financial institution or other lender in favor of the CARDHOLDER.

#### CREDIT CARDS TERMS AND CONDITIONS

##### AGREEMENT

I hereby irrevocably authorize you to debit my domiciliary/current/savings account no on a monthly basis or such other times as the Bank may determine with my minimum due payment amount or any other amount in prepayment of my monthly outstanding Credit Card obligations.

In consideration of the insurance cover on my credit card, I hereby authorize you to debit my account for the annual premium for Credit

Insurance covering death, permanent disability and job loss.

I hereby warrant that the information supplies by me is true and accurate and I agree that

- a. The card is issued subject to the Bank's Credit Card Terms and Conditions
- b. I have read, understood and hereby agree to be bound by the Credit Card Terms and Conditions before filling and submitting this application.

ISSUER in connection with any credit or loan facilities granted by the ISSUER or its other foreign branches or subsidiaries or affiliates, or another financial institution or other lender in favor of the CARDHOLDER.

(h) The CARDHOLDER is charged with, convicted of, or under investigation by competent government and legal authority, or the ISSUER has prima facie evidence to report the CARDHOLDER to any regulatory agency or law enforcement agents for possible violation of any of the provisions of any applicable law.

(I) The CARDHOLDER dies or becomes physically or mentally incapacitated.

##### 13. Calculation of Finance and Other Charges

If the CARDHOLDER pays the Closing Balance in full on or before the Payment Due Date and has no cash advance transactions, no finance charge shall be imposed. However, if the CARDHOLDER opts to pay the Minimum Amount Due or any amount less than the Closing Balance or makes a cash advance transaction, the CARDHOLDER shall be deemed as availing against his/her credit line with the ISSUER and agrees to pay finance and other charges, plus any applicable taxes and charges required by law on such charges. The finance charges, at the ISSUER'S prevailing rate, will be levied using the average daily balance method upon the CARDHOLDER'S opening balance and all new transactions posted including any applicable fixed monthly instalment amount within the statement period accrued from the transactions' posting dates until the end of the current statement period. Any amount unpaid as of the Payment Date shall be deemed payable on the next Payment Due Date unless the CARDHOLDER opts to re-avail of his/her credit line for the next billing cycle by paying an amount less than the Closing Balance but not less than the Minimum Amount Due. The Minimum Amount Due shall be the amount equivalent to 15% of the Closing Balance or as may be indicated by the ISSUER on the CARDHOLDER'S monthly statement of account. Finance charge rates and cash advance transaction fees may change and shall

be advised from time to time.

#### 14. Restraint, Suspension, Cancellation and Withdrawal or Termination

The ISSUER may at its exclusive option and without prior notice to the CARDHOLDER, restrain, suspend, cancel and withdraw or terminate any CARD issued and/or its privileges at any time for reason including without limitation the CARDHOLDER's default, non-payment, financial incapacity, change in personal and/or economic circumstance, change in residency status or country or territory of stay, failure to provide additional documents requested by the ISSUER, misrepresentation, and fraud. In such cases, any outstanding credit availment as of the time of the restraint/suspension/termination shall be considered due and payable without need of notice to the CARDHOLDER. The ISSUER, at its sole discretion, may initiate collection from the CARDHOLDER of the Closing Balance and all unposted availments in full, and/or refer collection to a third party. If collection of any unpaid or past due amount is referred to a collection agency and/or enforced through court action, the CARDHOLDER agrees to pay the costs of collection, and/or attorney's fees (including all finance and penalty charges), in addition to whatever damages that may be suffered or incurred by the ISSUER. The CARDHOLDER agrees to hold the ISSUER free and harmless from any claim for damages arising from such restraint, termination, withholding or suspension. Continued use of the CARD after termination or cancellation or nonissuance of renewal CARD by the ISSUER is deemed fraudulent. The ISSUER reserves the right, at its discretion, to restore the CARD and/or its privileges, whether or not the circumstances giving rise to the restraint, suspension, cancellation, withdrawal or termination have ceased or have been rectified. The CARD shall be terminated by the ISSUER without prior notice upon the death, bankruptcy, or insolvency of the CARDHOLDER or when the whereabouts of the CARDHOLDER become unknown to the ISSUER. The CARDHOLDER and/or his/her estate shall be responsible for paying in full and/or setting off outstanding balances and obligations under the CARD(S) and shall keep the ISSUER indemnified for all costs and expenses, including legal fees and charges, incurred in recovering and paying off such outstanding balances and obligations. In the event that any funds of the CARDHOLDER are held by the ISSUER, the ISSUER reserves the right to retain such funds for the period of at least 90 days following the CARD being cancelled or terminated and returned to the ISSUER and the CARD account being closed. If there are unpaid obligations under the CARD, the ISSUER is authorized by the CARDHOLDER to automatically apply said funds to the settlement of the unpaid obligations. The ISSUER is not precluded from availing of other remedies in case the funds are insufficient to settle the said obligation. The CARDHOLDER may, at any time, terminate the Agreement by a written notice to the ISSUER subject to the immediate payment or settlement of any and all obligations incurred in connection with the issuance of the CARD(S). The CARDHOLDER must return to the ISSUER the CARDS cut in half. Should the CARDHOLDER choose to revolve, annual fee charges shall still apply and will be pro-rated until such time that the outstanding balance is paid in full. The CARD account(s) shall be closed only after the receipt by the ISSUER of full payment or settlement of all obligations under the CARD(S).

#### 15. Auto-Debit Arrangement

The CARDHOLDER may opt to authorize in writing the ISSUER to charge the amount due on his/her card account against the CARDHOLDER's deposit account or any funds with the ISSUER by means of an automatic /direct debit system. Note that requests to use non-Naira denominated accounts for this purpose will be subject to all regulatory financial policies and requirements.

#### 16. Irrevocable Lien and Set-Off

The CARDHOLDER hereby agrees that in addition to any general lien or similar right to which the ISSUER may be entitled by law, the ISSUER may at any time and without notice to the CARDHOLDER combine or consolidate all or any of the CARDHOLDER's accounts with liabilities/credit balances to the ISSUER, whether singly or jointly held, and set-off or transfer any sum or sums standing to the credit of any one or more of such account in or towards satisfaction of the CARDHOLDER's liabilities to the ISSUER whether such liabilities be actual or contingent, primary or collateral and several or joint.

In the event that the CARDHOLDER fails to repay any amount due and payable under the CARD as agreed, and the unpaid balance becomes delinquent, the ISSUER shall have the right to report the delinquent amount to the CBN through the Credit Risk Management System (CRMS) or by any means, and request the CBN to exercise its regulatory power to direct all banks and other financial institutions under its regulatory purview to set-off the CARDHOLDER's indebtedness from any money standing to the CARDHOLDER's credit in any bank account and from any other financial assets they may be holding for the CARDHOLDER's benefit.

#### 17. Assignment

As a consideration to the ISSUER'S grant of the right of usage of the CARD to the CARDHOLDER, the CARDHOLDER hereby assigns to the ISSUER, effective upon the CARDHOLDER's failure to pay on the Payment Due Date his/her obligation arising from the CARDHOLDER'S use of the CARD(S), any or all monies, securities, bonds, and things of value which are now or may hereafter be in the hands of the ISSUER, and any member of the ACCESS BANK GROUP including deposit or otherwise to the credit of, or belonging to the CARDHOLDER, and the ISSUER is hereby authorized to sell at public or private sale such securities or things of value and to apply the proceeds of such sale to such obligation. In the absence of securities or things of value or if the CARDHOLDER'S outstanding balance exceeds the proceeds of sale, the CARDHOLDER hereby assigns to the





ISSUER any deposit the CARDHOLDER may have with any bank or financial institution, to the extent of the CARDHOLDER'S obligation to the ISSUER, and for this purpose, the CARDHOLDER hereby consents to any inquiry by or disclosure to the ISSUER, its duly authorized representative or legal counsel as to any deposit the CARDHOLDER may have with any bank or financial institution.

#### 18. Assignment By ISSUER

The ISSUER shall have the right to assign the CARDHOLDER's obligations under the credit card facility granted herein, including any securities, to any third party with prior notice to the CARDHOLDER. The ISSUER is authorized to disclose information about the CARDHOLDER's account and credit standing to third party potential buyers as may be necessary for the proper processing and evaluation of the assignment.

19. The ISSUER shall have the right to recover through any legal means all delinquent amounts outstanding on the CARDHOLDER's credit card i.e., all transaction amounts due and unpaid, as well as all attendant fees, interest and other charges which may have accrued accordingly, without prior notice to the CARDHOLDER. The CARDHOLDER also agrees to bear all recovery expenses/ incidental costs incurred by the ISSUER.

#### 20. Insurance Scheme

(a) The CARDHOLDER will be covered under an Insurance Scheme to provide cover against death, permanent disability, and job loss, and

(b) The CARDHOLDER shall also have the option of partaking in an insurance scheme to provide cover against fraudulent/unauthorized use of his/her card. Once this option is exercised, the cardholder shall pay all premium payments as and when due.

#### 21. Authorization and Indemnity for Telephone, Telex and Facsimile Instructions

The CARDHOLDER authorizes the ISSUER to rely upon and act in accordance with any notice, instruction or other communication which may from time to time be, or purport to be, given by telephone, mobile phone text messages, telex, facsimile, e-mail, or other electronic means by the CARDHOLDER or on his/her behalf (the "Instructions") which the ISSUER believes, in good faith, to have been made by the CARDHOLDER or upon his instructions or for his benefit. The CARDHOLDER acknowledges that the sending of information through such text, fax, e-mail, or other electronic means are not fully secure and may be intercepted by third parties. The ISSUER shall not be liable in the event that CARDHOLDER suffers any loss or damage as a result of personal information sent through such means upon the Instructions of the CARDHOLDER. The ISSUER shall be entitled to treat the Instructions as fully authorized by and binding upon the CARDHOLDER, and the ISSUER shall be entitled to take such steps in connection with or on reliance upon the Instructions as the ISSUER may consider appropriate, whether the Instructions include instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money, securities or documents, or sending of information through mobile phone text messages, telex, facsimile, e-mail, or other electronic means. The CARDHOLDER acknowledges that the sending of information through such channels is not secure; that messages sent through such channels may be intercepted by third parties, and that the ISSUER shall not be made liable in such instances. In order for the ISSUER to render prompt and accurate service, the CARDHOLDER authorizes the ISSUER to record (without the ISSUER being necessarily obligated to do so) any and all telephone conversations with the CARDHOLDER, whether initiated by the ISSUER or by the CARDHOLDER, including without limitation, the CARDHOLDER's instructions, statements, complaints, inquiries and the ISSUER's advice and reminders in relation to the CARDHOLDER's credit card account with the ISSUER. The ISSUER may use these recordings for any purpose in any proceeding. In consideration of the ISSUER acting in accordance with the terms of this authorization and indemnity, the CARDHOLDER hereby irrevocably indemnifies the ISSUER against all losses, claims, actions, proceedings, demands, damages, costs, and expenses incurred or sustained by the ISSUER of whatever nature and howsoever arising out of or in connection with the Instructions. This authorization and indemnity shall remain in full force and effect until the ISSUER notifies the CARDHOLDER that the CARDHOLDER is no longer indebted to the ISSUER.

#### 22. Disclosure of Information

The CARDHOLDER hereby consents to the disclosure by the ISSUER of information about his/her account and credit standing to any of the ISSUER'S local or foreign branches, any member of the ACCESS BANK GROUP, other credit card companies, financial institutions or credit information/investigation or law enforcement agencies, or to a court of competent jurisdiction or a government office or agency upon their order or for the purpose of verifying the authenticity of any documents submitted by the CARDHOLDER to the ISSUER, or to third party service providers assisting the ISSUER in the administration of its credit card business or providing insurance for the ISSUER against the CARDHOLDER'S default or providing insurance for the CARDHOLDER against fraud and unauthorized charges. Where any of the aforementioned third parties uses the waiver by the ISSUER of any of its rights or powers under this Agreement shall be deemed to have been made unless expressed in writing and signed by its duly authorized representative(s).

#### 29. Amendments

The ISSUER may, without prior notice, at any time and for whatever reason it may deem proper, amend, revise, or modify the terms and conditions hereof, including the CARDHOLDER'S CREDIT LIMIT. The CARDHOLDER shall be deemed to have accepted the change if the CARDHOLDER continues to retain or use the CARD.



### 30. Communication

The CARDHOLDER undertakes to notify the ISSUER of any additional means of communicating to the CARDHOLDER aside from what is disclosed in the credit card application, as well as any change in the CARDHOLDER's address, office or mailing address, e-mail, and telephone number. In case the mailing address is not accessible through mail or delivery, the ISSUER has the option to use the other addresses notified to ISSUER. Notwithstanding this provision, the CARDHOLDER agrees that any communication sent to the card.

### 31. Venue

32. The CARDHOLDER irrevocably agrees that any legal action, suit or proceeding arising out of or relating to these Terms and Conditions may be instituted, at the option of the ISSUER, in any competent court in Nigeria, and CARDHOLDER submits to and accepts, with regard to any such action or proceeding for itself and in respect of its properties or assets, generally and unconditionally, the jurisdiction of any such court. The foregoing, however, shall not limit or be construed to limit the rights of the ISSUER to commence proceedings or to obtain execution of judgment against the CARDHOLDER in any venue or jurisdiction where assets of the CARDHOLDER may be found.

### 33. Binding Effect

The CARDHOLDER's activation or use of the CARD shall be deemed as his/her acceptance of and agreement to be bound by these terms and conditions and such amendments hereof as may be made by the ISSUER from time to time. These terms and conditions shall bind the CARDHOLDER and his/her heirs, executors and administrators, and successors and assigns Signed Sealed and Delivered by the within named.

### 34. Limit (+)

By opting for the enhanced limit called LimitPlus, the Cardholder hereby undertakes and commits to achieve a minimum monthly spend of 10% of the available spend limit. The Cardholder understands and agrees that failure to meet this monthly spend commitment will result in a maintenance charge of N2,000 and N3,000 for the N1M and N2.5M maximum limit categories respectively"

## CRYPTOCURRENCY ATTESTATION FORM

The Central Bank Of Nigeria (CBN) recently issued a directive on prohibition of dealing in cryptocurrency and facilitating payments for Cryptocurrency exchanges. As your financial partner, we would like to inform you of the risks associated with cryptocurrency trading which include and may not be limited to loss of funds and exposure to criminal activities. Based on these risks, we are guided by the CBN to step down our role as your financial partner if any cryptocurrency transaction is identified in your account. We are thankful for your cooperation and look forward to a lasting relationship with you. Please fill the attestation form below.

.....  
Are you involved in any of the following business activity?

(i) cryptocurrency (trading/exchanger) yes no

(ii) online betting/gaming/casino yes no

I/we, \_\_\_\_\_ hereby attest that my / our account will not be used for any form of cryptocurrency transactions. In the event of such transactions, please take this as an instruction to close my account in line with the cease & desist notice above.

\_\_\_\_\_  
Signature & date

## LETTER OF UNDERTAKING AND RIGHT TO SET-OFF

In consideration of Access Bank Plc (the "Bank") granting us a credit facility (the "Card"),

I (Borrower's Name) .....hereby agrees that in addition to any general lien or similar right to which the Bank may be entitled by law, the Bank may at any time and without notice to me combine or consolidate all or any of my accounts with liabilities/credit balances to the Bank, whether singly or jointly held, and set-off or transfer any sum or sums standing to the credit of any one or more of such account in or towards satisfaction of the my liabilities to the Bank whether such liabilities be actual or contingent, primary or collateral and several or joint.

In the event that the i fail to repay any amount due and payable under the card as agreed, and the unpaid balance becomes delinquent, the Bank shall have the right to report the delinquent amount to the CBN through the Credit Risk Management System (CRMS), Credit Bureaus, or by any means, and request the cbn to exercise its regulatory power to direct all banks and other financial institutions.

Under its regulatory purview to set-off my indebtedness from any money standing to my credit in any Bank account and from any other financial assets they may be holding for my benefit.

I, (Borrower's Name) .....covenant and warrant that the CBN shall have power to set-off its indebtedness under the card from all such monies and funds standing to my credit/benefit in any and all such accounts or from any other financial assets belonging to me and in custody of any such Bank



Yours faithfully,

Borrowers name

'borrowers name'

**DEBIT INSTRUCTION FOR USD PURCHASE**

The Managing Director  
Access Bank Plc  
Plot 14/15 Prince Alaba Oniru Road,  
Oniru Estate, Victoria Island,  
Lagos.

Dear Sir,

Instruction To Debit

In consideration of Access Bank Plc (the "Bank") granting me a credit facility (the "Credit Card"), i, (Borrower's Name), hereby agree that, if i fail to repay any amount due and payable under the credit card as agreed, and the unpaid balance becomes delinquent after 30 days, the Bank may debit my Naira or USD account to purchase USD or Naira from any available source in order to liquidate my USD or Naira exposure.

Thank you.

Yours faithfully,

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