

## **Terms of Use for Mobile Banking Platforms**

### **1. Introduction**

These Terms and Conditions are an agreement between you (“user,” “you” or “your”) and Stanbic IBTC Bank Limited (“the bank”, “we” or “us”) at the time of registering for, accessing, or downloading Stanbic IBTC Mobile Banking. For purposes of this agreement “Stanbic IBTC Mobile Banking” includes services accessed and transactions conducted on Stanbic IBTC Bank Internet Banking, the Stanbic IBTC Mobile Application and Unstructured Supplementary Service Data (USSD) services (“Platform”).

### **2. Definitions**

**Applicable Laws:** means the laws of the Federal Republic of Nigeria including but not limited to national, provincial, local and municipal legislation or subordinate legislation, ordinances, regulations, by-laws, rules and/or other laws of any relevant Regulatory Authority and any other instrument having the force of law as may be issued and in force from time to time as well as common law, all as relating to or connected with the activities contemplated under this Agreement and as updated from time to time;

**Devices** means a computer, laptop, mobile phones, tablets, and other mobile devices used by you to access Stanbic IBTC Mobile Banking

**OTP:** means a One Time Password. It is a unique and time-sensitive password used as added security on Internet Banking and Mobile Application. This password does not replace the password you use to log on to platforms but provides an additional layer of security. The password will be sent to you by SMS or email and is valid for the specified transaction for which it was sent.

**Password:** means the secret alphanumeric code chosen, set, and maintained by you to access or log in to the platforms.

**Personal Information:** means information about an identifiable, natural person and where applicable, a juristic person, including, but not limited to 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, e-mail, postal or physical address, telephone number; location; any online identifier; any other particular assignment of 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 confidential personal identification number you select to identify yourself and to confirm transactions on the Platform.

**Process:** means any operation or activity or any set of operations, whether or not by automatic means, concerning Data, including its collection, receipt, recording, organisation, collation, storage, updating or modification, merging, linking, blocking, degradation, erasure or destruction retrieval, alteration, consultation, testing or use, dissemination or distribution by any means and "Processing" shall have a corresponding meaning.

**Services:** means the services or requests available on the Platforms Stanbic IBTC Bank Internet Banking, the Stanbic IBTC Mobile Application and Unstructured Supplementary Service Data (USSD) services.

**Stanbic IBTC Bank Limited:** means Stanbic IBTC Bank Limited (RC 125097) with the registered office at IBTC Place, Walter Carrington Crescent, Victoria Island, Lagos, affiliate of Stanbic IBTC Holdings PLC and a member of the Standard Bank Group.

**Stanbic IBTC OnePass feature** means the Stanbic IBTC Mobile App provides a single sign on functionality on the Mobile App called "the OnePass functionality or service" that allows you to login to your Stanbic IBTC Bank Mobile App profile(s) via the Stanbic IBTC Holdings Mobile App with a single set of credentials or Biometric Authentication.

**Token(s)** means the delivery of OTP to authenticate your financial transactions. Tokens may be in physical form referred to as hardware token or as software downloadable from the device's manufacturer application store referred to as soft token.

**Terms of Use:** The present terms and conditions.

**Transaction(s)** mean activities that you carry out on the Platforms, and they may include but not be limited to debit (or no debit) to your accounts, Electronic Funds Transfer, Airtime Top-up, Bills Payment, and other service requests as available on the Platform

**USSD:** means Unstructured Supplementary Service Data (USSD) unique to GSM (Global System for Mobile Communication). It is a capability built into the GSM standard phones to support transmitting of information over the signaling channels of the GSM network. USSD provides session-based communication, enabling a variety of applications.

**Website:** means the Stanbic IBTC Bank Website

### **3. Acceptance of Terms of Use**

By downloading and using Mobile Banking offered by the bank on your computer, laptop, mobile phones, tablets, and other mobile devices ("Devices"), you agree to be bound by these terms and conditions and any other bank policies, terms or other documents that may be published from time to time, which are expressly incorporated herein by reference. If you do not agree to these terms and conditions, you should not download, install, copy, or otherwise use Mobile banking on your application.



You may be subject to any additional terms of use that apply when you use certain products, guidelines, or rules applicable to our services or transactions, which may be posted and modified.

#### **4. Amendments**

The terms and conditions may be amended or varied from time to time, and you are bound by the version of the terms and conditions that exists at the time you access the platform, these Terms and Conditions shall be available on Stanbic IBTC Bank's website, Mobile banking Application and USSD banking platform. If you disagree with any part of hereof, do not access the respective Platform.

#### **5. Eligibility for Mobile Banking**

To be eligible to use the Platforms you must be 18 years old and above, you warrant to us that you are 18 years and above and have the required legal capacity to agree and be bound by these terms and conditions. we reserve the right to discontinue your use of Mobile Banking if you are less than 18 years old;

#### **6. Registration, Access, and use of Mobile Banking platforms**

Please note that by registering, accessing, or using Stanbic IBTC Mobile Banking, you represent that you have read and understood these terms and you agree to be bound by these Terms and our Privacy Policy here. [Privacy & Security Statement | Stanbic IBTC Bank.](#)

Your use of Stanbic IBTC Mobile Banking must comply with all applicable laws. If your use of the Stanbic IBTC Mobile Banking is prohibited by applicable law, then you are not authorised to use the Services. The Bank is not responsible if you use Stanbic IBTC Mobile Banking in any manner that violates applicable law.

You can access our Services can be accessed on a computer, laptop, mobile phones, tablets, and other mobile devices ("Devices")

Before you can use Mobile Banking, you must understand the features of and follow certain steps for the respective platforms:

#### **Internet banking:**

- To register, you must provide details such as account number, create your username and password. Additional information to be provided for registration includes BVN (Bank Verification Number) and date of birth. For more information on how to do this you can visit a branch or call our Customer Care Centre 07009099099 or email [CustomerCareNigeria@stanbicibtc.com](mailto:CustomerCareNigeria@stanbicibtc.com)
- Please note that by registering, accessing, or using Stanbic IBTC Internet Banking you represent that you agree to be bound by our Cookie Policy here [.Manage Cookies | Stanbic IBTC Bank.](#)



## Stanbic IBTC Bank

- You hereby agree to take responsibility for protecting and ensuring the safety of your user login profile (user ID and password) at all times. Registration for the Internet Banking Services is for a single user only; you must not permit other people to use your login profile nor disclose your details to third parties.
- Internet Banking uses OTPs for you to log in and verify payments whenever a transaction is initiated via Internet Banking. Internet Banking uses OTPs and Hardware Token for you to verify payments whenever a transaction is initiated via Internet Banking.
- The Bank will not be liable for losses arising from un-authorized access to or use of your account arising from negligence or failure to safeguard and protect your user login profile or Hardware Token device, or functionality provided by the bank to facilitate confidentiality, integrity and accuracy of your account, data, and transactions on the Platforms.

### **Mobile Application (Mobile App):**

- To register, you must provide details such as account number, create your username and password. Additional information to be provided for registration includes BVN and date of birth.
- You would be required to bind your profile to a device. For more information on how to do this you can visit a branch or call our Customer Care Centre 07009099099 or email [CustomerCareNigeria@stanbicibtc.com](mailto:CustomerCareNigeria@stanbicibtc.com)
- Stanbic IBTC OnePass feature: The Stanbic IBTC Bank Mobile App provides a single sign on functionality on the Mobile App called “the OnePass functionality or service” that allows you to login to your Stanbic IBTC Bank Mobile App profile(s) via the Stanbic IBTC Holdings Mobile App with a single set of credentials or Biometric Authentication. The Stanbic IBTC OnePass feature has a biometric login service where you may use your fingerprint i.e., touch-id or face ID registered on a linked mobile device in lieu of your OnePass username and password to confirm your identity to access your Stanbic IBTC Bank Mobile App on the Stanbic IBTC Mobile App. Once you enable biometric authentication on Stanbic IBTC OnePass, you understand that using biometric authentication to log onto the Mobile App, any touch id, face id or any other biometric data stored on your device can be used to access the Mobile App, your accounts and give instructions for transactions. You should take all reasonable security measures to prevent unauthorised or fraudulent use of the biometric authentication on your linked mobile device. You must ensure that only your biometric credentials are registered on your linked mobile device. The use or storage of another person’s biometric credential is prohibited, and you are liable for the access to the OnePass service, including operating accounts and effecting transactions. All such access, dealings and transactions will be deemed to be initiated or authorised by you and will be binding on you. The Bank has no access to your biometric credentials and your device and shall not be liable for any act of negligence such as registering any third party’s fingerprint as your Fingerprint or any third party’s face as your Face for authentication. Doing so enables the third party(ies) to have access to your account and perform all functions available via OnePass service. In event that you suspect your login credentials on the Mobile App is compromised or if your device is lost or stolen and you would like to



deactivate your biometric service, urgently reach out to our customer care centre on 0700 909 909 909 or via email at [CustomerCareNigeria@stanbicibtc.com](mailto:CustomerCareNigeria@stanbicibtc.com)

- Mobile Application uses PINs (Personal Identification Number) and Hardware Token for you to verify payments whenever a transaction is initiated via Internet Banking.

#### **USSD banking:**

- You are required to dial \*909\*11\*1# and use either debit card or BVN & Date of Birth to register for USSD banking. For more information on how to do this you can visit a branch or call our Customer Care Centre 07009099099 email [CustomerCareNigeria@stanbicibtc.com](mailto:CustomerCareNigeria@stanbicibtc.com)
- By registering for USSD Banking, you are deemed to have read and accepted these Terms of use before completion of your enrollment on USSD and consent to be bound by these terms of use. Each time you use USSD Banking these terms of use apply.
- The Bank shall have absolute discretion to reject the User's enrollment without adding any reason for same.
- You are eligible to register or access USSD Banking if you have a registered Mobile number and are a current subscriber of a Nigerian telecommunication provider that issues mobile numbers and SIM Cards.
- You shall create a transaction PIN to access and transact on USSD Banking. The Transaction PIN and a transaction code are required to transact or give instructions to the Bank on USSD Banking, when given the Bank is irrevocably authorised to comply with such instructions and it is agreed that such instructions shall be irrevocably deemed to be your instructions.
- You hereby authorises the Bank to debit your account(s) with all charges relating to transactions made through USSD Banking and other costs inclusive of monthly fees and charges, if any, relating to the use of USSD Banking at prevailing rates or at future rates as determined by the Bank and posted on the Bank's official website. You authorise the Bank to set-off any applicable fee or charges from any of your accounts with the Bank
- You must as a user of USSD Banking ensure that your device is always secure, you should not allow anyone access to your account via USSD Banking by divulging your PIN and transaction code to a Third Party as you shall be solely liable for such disclosure.
- You understand and acknowledge that in the event of loss or misplacement of your device, it can be misused to view the account related information and/or carry out financial transactions via USSD Banking. You shall indemnify the Bank for any such misuse arising out of the same. You shall not hold the Bank responsible for any loss that you may suffer in these circumstances.
- The Bank will not be responsible or held liable for complying with any or all instructions given by means of your Transaction PIN and Transaction code; fraudulent, duplicate or erroneous instruction given by means of your Transaction PIN and Transaction code; unauthorised access to your account or data as a result of you not safeguarding your Transaction PIN and Transaction code leading to the usage of your USSD Banking by a third party; any damage or loss to your device as a result of your access or attempted



access or use of USSD Banking; any cost you incur to access USSD Banking and any additional cost you may incur accessing and using USSD Banking outside of Nigeria.

Verification: Before we allow you access Mobile Banking, we may require information from you so that we can verify that you are who you say you are. We will require your prior consent (express or implied), which consent will be deemed to have been granted by you at the time that you sign the registration form referred to in 6 above or at the time you accept these terms and conditions, to perform credit or other checks on you before we process an instruction.

For more information on how to do this you can visit a branch or call our Customer Care Centre 0700 909 909 909

## **7. Access to Mobile Banking**

### **A. Access**

Stanbic IBTC Mobile Banking is exclusively accessible for customers & prospective customers of the Bank. Anyone who desires to access Mobile Banking on any of the Platforms must review these Terms of Use with the utmost of care and accept herein. The Terms of Use are accepted when first accessing the Platforms and with every visit thereafter. The Bank may modify, alter, or update these Terms of Use at any time without prior notice, and such modifications shall be effective immediately upon posting of the modified Terms of Use on the respective Platform or Stanbic IBTC's website unless provided otherwise. Any subsequent use of the Platform shall constitute such User's consent to the modification, alteration, or update.

Access to the Platforms is Twenty-four (24) hours, except for the times when upgrades or maintenance procedures are performed, or when there are problems that are attributable to the service providers. The operation of the Platforms may be subject to interference from numerous factors outside of the Bank's control. Further, scheduled, and preventive maintenance as well as required and emergency maintenance work may temporarily interrupt services or access to the Platforms, Consequently, by accessing the Platform(s) you recognise and accept explicitly that your use of the Platform(s) is "in its present condition, subject to availability."

The Bank does not assume responsibility for any damages incurred due to the lack of accessibility to the Mobile Banking Platforms or as a result of damage caused by viruses, corrupted files, errors, omissions, interruptions of service, deletion of content, problems with the network, providers or telephone connections and/or telematics connections, unauthorised access, data manipulation, or by malfunction and/or faulty function of your electronic devices.

The Bank can replace, add, modify and/or amend the Platforms and/or their contents as well as its implemented technology at any time without notice and at its own discretion.

### **B. Termination of Access**

You may terminate access to any of the Stanbic IBTC Mobile Banking Platforms by writing or contacting, us on 0700 909 9099 or via email at [CustomerCareNigeria@stanbicibtc.com](mailto:CustomerCareNigeria@stanbicibtc.com)

The Bank reserves the right to suspend, restrict, or terminate your access to any of the Mobile banking platforms (in whole or in part) without any notice or liability in the following circumstances:



- upon receipt of instructions from you to suspend or terminate your access to the Platform.
- upon receipt of notification from you that your device has been lost or stolen.
- if we suspect the Platform is being used for fraudulent or other illegal activities.
- if we are of the opinion that you have breached a provision contained in this Terms of Use.
- if we are of the opinion that continued access to the Platform will be detrimental to our business.
- if you provide any information that is untrue, inaccurate, not current, or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete.

Where your access to the Mobile Banking Platform is suspended, restricted, or terminated, you can reach out to our Customer Care Centre 0700 909 9099 email [CustomerCareNigeria@stanbicibtc.com](mailto:CustomerCareNigeria@stanbicibtc.com) for any information or details required on Your suspension, restriction, and termination of your access to the Platform.

The suspension, restriction, or termination of your access to Mobile Banking may be affected without notice. The Bank shall not be liable to you or any other third party for any termination hereunder.

In case of termination of access for whatever reason, the Bank reserves the right to delete, or not delete your account at its sole discretion, as well as to delete, or not delete, Services or Content at its sole discretion.

#### C. Unacceptable use

You shall not use your Device or Platform:

- in a way that causes or could cause damage or restrict the availability or accessibility of the Platform.
- to store, copy, transmit, publish, or distribute any computer virus, spyware, trojan horse, worm, keystroke logger or other malicious software via the Platform
- conduct any fraudulent or illegal activities via the Platform; you hereby understand and agree that if a fraudulent activity is associated with the operation of the Platform, we have the right to apply restrictions to access to the Platform and report to the appropriate law enforcement agencies.

#### 8. Fees

For the use of Stanbic IBTC Mobile banking you will be charged the following fees:

- The Bank will charge a transaction fee based on the type of transaction you perform on the Platform.
- Our fees and charges are in line with the relevant regulations, guiding pricing of product and services available on our Mobile banking platforms.
- We may charge a transaction fee based on the type of transactions you perform.



Details of our standard subscription and transaction fees are available for review on the transaction summary of your transaction. If you fail to pay our fees or if you have insufficient funds in the accounts which you have selected for this purpose, we reserve the right to refuse you access to the relevant Mobile Banking service and to debit all outstanding fees to any other account you have with the Bank.

## 9. Hardware Token

Upon request by you i.e., completing a form and paying the cost advised by the Bank, you can request for a Hardware Token, the hardware token is a physical device that is used by you to generate security codes to authenticate or verify your identity when using Internet banking and the Mobile Application. The Hardware Token is personal to you and shall only be used on your Internet Banking and/or Mobile Application, when your hardware token is activated, you can use it to authenticate and authorise transactions on Internet Banking and the Mobile Application. The transfer limits on Internet banking and the Mobile Application that require Hardware token will apply and be advised by the Bank. You must keep your Hardware token safe and secure, if your hardware token is lost or stolen, you must immediately contact the Bank by visiting your closest branch or call our Customer Care Centre 07009099099 or email [CustomerCareNigeria@stanbicibt.com](mailto:CustomerCareNigeria@stanbicibt.com)

## 10. Soft Token

Stanbic IBTC Soft Token ("Soft token" or "token") is a software-based security feature that generates one-time passwords (OTPs) to enhance the security of online banking transactions and account access. The token is available for download at no cost from the Android Play store or iOS App store and activated using authorisation code generated from the Stanbic IBTC Mobile App. The token is designed to be used as a second factor authentication ("2FA") method for our mobile banking app ("App"), Internet Banking and USSD ("Electronic Channels").

Please click on the **Generate Authorisation Code** and authenticate with your Transaction PIN or the last six digits of your debit card, to gain access to the Stanbic IBTC soft token on Google Play or Apple iOS store, after which you would be able to set up a soft token for yourself.

The Soft Token is provided solely for enhancing security during your access to Stanbic IBTC electronic channels and you will be responsible for safeguarding the Token and the device on which it is installed.

Your Token must not be shared with anyone else irrespective of your relationship. Do not compromise your access to any of our electronic banking channels by allowing a third party use your identity (i.e. log in with your PIN User ID, and a security code from your Token). The Bank will hold you responsible if your token is used by someone else!

The type of accounts you can access will not change when your Token is activated, however, the moment your Token is activated, it will be required to authenticate and authorise your electronic banking transactions either based on your preferences or our approved limits.



In the event of your token or device on which the token is installed gets into the hands of an unauthorised person and transactions are consummated on your account(s) using the token, the bank is fully indemnified against all losses, claims, demands, liability or suit, action and damages arising from such transactions.

The use of Stanbic IBTC Hardware Token as an authentication factor to gain access to and authorise transactions on any of the Bank's electronic banking channels is at the Customer's risk.

Stanbic IBTC reserves the right to report any malfeasance that comes to its attention to the appropriate authorities.

If you have questions or comments about these Terms of Use, please contact our Customer Care Centre on 0700 909 909 909 or via email at [CustomerCareNigeria@stanbicibtc.com](mailto:CustomerCareNigeria@stanbicibtc.com) for further enquiries.

You shall keep your token safe and secure. Contact us immediately on 0700 909 909 909 or via email at [CustomerCareNigeria@stanbicibtc.com](mailto:CustomerCareNigeria@stanbicibtc.com) if misplaced, stolen, or damaged. Stanbic IBTC will deactivate your token.

## **11. Transaction Notifications**

When you carry out an electronic funds transfer (EFT) through Stanbic IBTC mobile banking platform, a notification is sent via SMS or email to your registered contact details provided during account opening or as updated by you during running your account with the Bank. This notification will include the details of the transaction and its status - Successful, Processing, Pending or Failed. Electronic funds transfers initiated through the platform are processed in real-time. However, processing times may vary due to factors such as the receiving bank's processing schedule and network availability. You will be notified of any delays or issues that may affect the timely completion of your transaction.

If your transaction is marked as "pending," it means that the request has been received and is being processed. Pending transactions may require additional time for completion, particularly if initiated outside of regular banking hours or during peak transaction periods. You will be notified once the transaction status changes.

If a transaction fails, you will receive an immediate notification detailing the reason for the failure. Common reasons for failed transactions include insufficient funds, incorrect recipient details, or network issues. Instructions on how to rectify the issue and re-initiate the transaction will be provided.

Once your electronic funds transfer has been successfully completed, a confirmation message will be sent to your registered mobile number and/or email address. This confirmation will include the transaction reference number, amount transferred, date and time of the transaction, and recipient details.

## **12. Information about processing of Personal Information**

When accessing Mobile Banking, your Personal Information is necessary for providing services offered through the Platform. The Bank shall be responsible for the control of Personal Information



on the Platforms. The Personal Information will be Processed for the purpose requested by you, customisation and administration of the requested service on the Platform.

You authorise the Bank to collect, use, transfer, store or in other ways handle (altogether “to Process”) your data and/or Personal Information.

The Bank reserves the right to obtain your location information through your device at your request to access certain features on the Mobile App, prior to obtaining your location information, the Bank shall present an on-screen notice requesting your consent or permission to share your current location information. Where your consent or provision is not provided by you, you will be unable to access the features on the Mobile App that require location or geo-location information.

Depending on the service request, Stanbic IBTC affiliate companies connected to the Platforms may receive your Personal Information, such requests shall be subject to your consent.

### Consent

You hereby consent to the Bank collecting your Personal Information from you and where lawful and reasonable, from public sources for fraud and compliance purposes, as well as the purposes set out below.

You further consent to the Bank Processing their Personal Information:

- to provide you with Mobile Banking services on the respective Platforms.
- by sharing your Personal Information with our third-party service providers, locally and outside the Federal Republic of Nigeria. The Bank asks people who provide services to the Bank to agree to our privacy policies if they need access to any Personal Information to carry out the requested services;
- within the Stanbic IBTC Holdings Group.

If you give the Bank Personal Information about or on behalf of another person (including, but not limited to shareholders, principal executive officers, trustees and beneficiaries), you confirm that you are authorised to: (a) give the Bank the Personal Information; (b) consent on behalf of the other person to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.

More information on how the Bank processes Personal Information is available in the Stanbic IBTC Privacy Statements here. [Privacy & Security Statement | Stanbic IBTC Bank.](#)

### **13. Liability of the Bank**

Any services accessible via or through the Platform(s) are offered by the Bank. The Bank expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In no event shall the Bank be liable for:

- unavailability of the the Platform at any time or your inability to use the Platform.



**Stanbic IBTC**  
Bank

- any form of delivery or failure thereof by a financial institution, merchant, telecommunication company or third-party system listed or used on the Platform.
- erroneous input of transaction details.
- any loss arising from any failure or delay in any mobile phone networks or internet service provider or defective Device.
- any special, indirect, incidental, punitive, or consequential damages, including loss of profits, however caused.
- any damages which you suffer because of a compromise of your user id, password, OTP, PIN, Hardware or Soft Token or Device.
- any loss or damage which arises from your transactions, instructions, orders, investment decisions, purchases, and services from any third party or service provider listed on the Platform.
- any loss or damage regarding your or any other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on the bank system or third-party systems and programming defects.
- any event over which we have no direct control.
- We shall use our best endeavors to ensure the Platform functions optimally at all times and our systems are free from viruses, however we cannot ensure such exclusion, and no liability is accepted for same. We do not warrant that the operation of the Platform will be uninterrupted nor error free, nor will it be 100% fraud or failure proof. We are providing the service “as is” without any express or implied representations or warranties with respect to the service or its condition, timeliness, merchantability, fitness for any particular purpose or use by you. We do not accept responsibility for the deletion or failure to store any user communication, actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have in this regard.

#### **14. Intellectual property rights**

The Bank owns all intellectual property, proprietary information and/or content published on or in relation to the Platform(s). All copyright, trademarks and other intellectual property rights used as part of our services or contained on the Platform belong to us or its licensors. Nothing set forth in these Terms of Use shall constitute a transfer, license, or assignment by us to you of any Intellectual Property Rights owned by us or displayed on the Platform.

All trademarks, domain names, business names, company names, logos, devises, inscriptions, word marks and/or any other form of intellectual property on the Platforms, belong to the Bank. Nothing on our Platform(s) is a license (permission) or right to use intellectual property, for any purpose. Therefore, the reproduction and/or adaptation and/or use of same is prohibited in any



form or type without express authorisation from the Bank and/or the respective legal owner thereof.

### **15. Governing law and jurisdiction**

The Terms of Use shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria without reference to any conflict of law provisions, and any dispute arising therefrom shall be determined in accordance with such laws.

### **16. How are Disputes resolved**

All disputes arising as a result of your use of Mobile Banking should be channeled through our Customer Care Centre 07009099099 email [CustomerCareNigeria@stanbicibtc.com](mailto:CustomerCareNigeria@stanbicibtc.com).

All disputes arising because of the interpretation of this agreement or any matter which in terms of this agreement requires agreement by the parties (other than where an interdict is sought, or urgent relief may be obtained from a court of competent jurisdiction) will be decided by arbitration. A demand notice for Arbitration may be served by either party and within fourteen (14) days of such demand being served the matter may be referred to a sole arbitrator to be agreed upon by both parties, or in the absence of such an agreement, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Mediation Act 2023. The arbitrator shall render a written decision no later than 60 days after the matter was referred to arbitration or so soon thereafter as possible. The venue for arbitration shall be in Lagos. Each party shall pay its own attorney fees and costs notwithstanding which party prevails. The award of the arbitration panel shall be binding on the parties. Both of us is entitled to have the award made an order of court of competent jurisdiction. Both of us will keep the evidence in the arbitration proceedings and any order made by an arbitrator confidential unless otherwise contemplated herein. The arbitrator will have the power to give default judgement.

### **17. Indemnity; Disclaimer; Limitations of Liability**

The use of Stanbic IBTC Mobile Banking Platforms is at your sole risk. Stanbic IBTC Mobile Banking Platforms is provided on an "as is" and "as available" basis and the Bank assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any of your information. You understand and agree that any material and/or data downloaded or otherwise obtained using the service is done at your own discretion and risk and that you will be solely responsible for any damage to your Device or loss of data that results from the download of any such material.

The Bank has made every attempt to ensure the accuracy and reliability of the information provided on the Platform(s). However, the information is provided "as is" without warranty of any kind. The Bank does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information contained on this platform.

You agree to indemnify and hold the Bank and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any information you submit, post, transmit or make available through the Stanbic IBTC Mobile Banking Platforms, your use of the Service, your connection to the Service, your violation of the Terms of Use, or your violation of any rights of another.



The Bank shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of goods, property, profits, goodwill, use, data or other intangible losses (even if the Bank has been advised of the possibility of such damages), resulting from your use or inability to use the Stanbic IBTC Mobile Banking Platforms thereon; or from any other matter relating to the Stanbic IBTC Mobile Banking Platforms.

No advice or information obtained by you from or through Stanbic IBTC Mobile Banking Platforms shall create any warranty not expressly made herein. Moreover, nothing herein shall be deemed to create an agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship of any kind between you and the Bank and any User or other person or entity nor do these Terms of Use extend rights to any third party.

As noted above, Stanbic IBTC does not and cannot control all the actions of site users, Vendors or linked third parties. Stanbic IBTC reserves the right to report any malfeasance that comes to its attention to the appropriate authorities.

The foregoing disclaimers of warranty and limitations of liability apply, without limitation, to any damages or injury caused by the failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorised

ed access to, alteration of or use of any asset, whether arising out of breach of contract, tortious behaviour, negligence, or any other course of action by Stanbic IBTC.

You agree to indemnify Stanbic IBTC and hold it harmless for all damages, losses and costs (including, but not limited to, reasonable attorney's fees and costs) related to all third party claims, charges, and investigations, caused by your failure to comply with these Terms of Use, including, without limitation, your submission of Content that violates third party rights or applicable laws.

## **18. Confidentiality**

The Parties must treat all information provided on the Mobile Banking Platforms as confidential, and you shall treat such information with all due care and not make it available to third parties.

## **19. Force Majeure**

You shall attach no liability for our inability to carry out any obligations under this Terms of Use if is attributable to an event of force majeure including but not limited to systems downtime, server failure, civil commotion, strikes or lock outs, war, flood, insurrection and other acts of God but we shall use our best endeavors to avoid or remove the causes of non-performance and shall continue performance under this Terms of use with utmost dispatch whenever such causes are removed or diminished.

## **20. Notices**

You permit us to issue notices required in terms of these terms of use, legislation, or regulation by making such notification available via our communication systems or sending such notification by email, SMS, or similar future technologies. Any notices issued by us, as far as they contain contractual terms relating to electronic banking, also form part of these terms of use. In addition, the Bank may publish notices of a general nature, which are applicable to you and all Users on



the Bank's website. Such notices will have the same effect as a notice served individually to the User.

### **21. Third Party Providers**

The Bank may employ third party companies to facilitate our services or to provide services on our behalf, to perform certain services or to assist us in analysing how our services are used.

These Third parties have access to your Personal data or information (as defined in our Privacy Policy) only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

### **22. General**

- You are responsible for your connection to the mobile phone networks, the Internet and all costs associated with these connections.
- If any provision of this Terms of Use is declared unlawful and/or unenforceable by operation of law, any court or authority, such provision be severed from this Terms of Use and rendered ineffective as far as is possible without modifying the remaining provisions of this Agreement.
- The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with the performance or interpretation of these Terms of Use. Any dispute or differences arising out of the construction, interpretation or performance of the obligations created under this relationship which cannot be settled amicably within one (1) month after receipt by a party of the other party's request for such amicable settlement shall be submitted to a Court of competent jurisdiction in the Federal Republic of Nigeria.

### **23. How to Contact Us**

If you have questions or comments about these Terms of Use, please contact us on 0700 909 909 909 or via email at [CustomerCareNigeria@stanbicibtc.com](mailto:CustomerCareNigeria@stanbicibtc.com)