

## TITAN TRUST BANK LIMITED

### Terms and Conditions: PERSONAL ACCOUNTS (INDIVIDUAL/JOINT)

Please read these terms and conditions carefully as you will be bound by them immediately you sign/affix your thumbprint below. Signing/affixing your Thumb print is your acknowledgement that you fully understand and accept these terms and conditions. Please note that all banking transactions between you and Titan Trust Bank Limited ("the Bank") shall be governed by these terms, definite agreements between you and the Bank or Customary Banking practices (in the absence of these terms and any definite agreement).

I, \_\_\_\_\_ and \_\_\_\_\_ the  
within named person hereby request and authorize you to:

1. Open a current account in my name.
2. Honour my all cheques or other orders which may be drawn on the said account until the Bank receives a written notice to the contrary, provided such cheques or orders are signed by the authorized signatories as stated in my Mandate Card and to debit such cheques or orders to the said account and in consideration, I hereby irrevocably and unconditionally agreed and undertake as follows:
  - a. To assume full responsibility for the validity, genuineness and correctness of all endorsements appearing on all Cheques/Orders/Instruments deposited in my account.
  - b. To be fully responsible for the repayment of any overdraft with Interest and to comply with the Bank's rules and new rates which may be advised by the Bank from time to time.
  - c. To absolve the Bank of any responsibility for any loss of funds deposited with the Bank due to any future government order, law, levy, tax, embargo, moratorium, exchange restriction and all other circumstances beyond the Bank's control.
  - d. The Bank shall bear no liability for any funds handed to members of its staff outside banking hours or outside the Bank's premises. I shall make a formal request for cash pick-up if necessary, which may be considered and handled in line with the Bank's policy.
  - e. All funds standing to my credit shall be payable on demand only in the local currency in circulation.
  - f. Where a cheque credited to my account is returned dishonored, it shall be returned to us through my last known address either by bearer or by post.
  - g. That I shall safeguard my cheque book and Passwords/Access Codes to the Bank's e-channels (ATM, Internet Banking, Mobile Banking, Telephone Banking etc) from

unauthorized persons and any consequential loss arising therefrom shall be charged to my account.

3. I authorize the Bank to undertake all 'Know Your Customer' procedures as stated by government regulation, laws and Bank policies.
4. I acknowledge and confirm the following:
  - a. That a debit card should be issued to us on the account at a fee upon a request from us;
  - b. That I will be given a default PIN that I will change at the first usage of the Card.
  - c. I agree that my card shall be kept secure at all times and my PIN will not be disclosed to any other person. I will take reasonable care in maintaining confidentiality of the PIN.
  - d. The Card is the property of the Bank and may be withdrawn at any time without prior notice.
  - e. I agree that the card shall expire on the expiry date indicated on the Card and will be auto renewed upon expiration.
  - f. The Bank reserves the right to levy fees/charges or commission, as it may deem appropriate for the use of this service.
  - g. If the Card becomes lost, missing or stolen, I shall immediately make a written report at the nearest Business office of the Bank.
  - h. I will be charged for cost of card and monthly rental fee and the Bank reserves the right to review the fee either in amount or frequency of charging without prior notice.
  - i. I acknowledge and agree that this agreement & any fees therein are subject to change at any time without any prior notice to me.
  - j. Cards uncollected by customers after 180 days of production will be destroyed at no cost to the bank.
5. I acknowledge and agree that the Bank may at its sole discretion and without prior notice, change the minimum balance requirements, charges or interest rates on any account I operate.
6. I authorize the Bank to transfer money from any deposit account maintained by me to any other account which balance is below the required minimum or close my account.
7. I agree that in addition to any general lien or similar right to which you as Bankers may be entitled by law, you may at any time and without notice to me, combine or consolidate all or any of my accounts.

8. The Bank is also authorized to set off or transfer any sums or sums standing to the credit of anyone or more of such accounts described in the foregoing paragraph 6 or any credit, be it cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to me with the Bank in or towards satisfaction of any of my liabilities to the Bank or any other account or in any respect whether such liabilities be actual or contingent, primary or collateral or several or joint. Notwithstanding that such amounts are in foreign currency or that they were incurred or procured at a different exchange rate from the prevailing exchange rate at the time of conversion.
9. I undertake not to issue any cheque(s) without adequate funds in my account and I accept all responsibility and liability arising from the issuance of such cheque(s). The Bank shall be obligated to report the issuance of all dud cheque(s) to relevant Credit Bureau Registries, Security Agencies for investigation and prosecution, and comply with regulations issued by CBN from time to time. I confirm that consistent issuance of dud cheques disentitles me from owning a Cheque. The Bank is also authorized to disable already issued cheques from the Bank's systems.
10. I confirm that the Bank shall also return all such dud cheques to me as unpaid as the Bank is under no obligation to honour my any cheque(s) drawn on my account where there are inadequate funds to cover the value. In the event such Cheque(s) is paid, the Bank shall debit my account with the value in addition to Bank and Interest Charges.
11. The Bank, at its absolute discretion, reserves the right to close my account and to end this agreement if in the Bank's opinion it has not been operated in a manner acceptable to the Bank, has been operated illegally or to further a criminal activity, if I have given false information or my maintaining an account will damage the Bank's reputation. In this event, I undertake to immediately repay any sums I owe the Bank.
12. If a fraudulent activity is associated with the operation of my account, I agree that the Bank has the right to apply restrictions to my account and report to appropriate law enforcement agencies.
13. If there is no activity on my account for a continuous period of twelve months or more (other than Interest and Bank Charges), I undertake to fill an account reactivation form, and submit fresh documentation as required by the Bank before I can start operating the account again.
14. The Bank makes no warranty as to the fitness for purpose or merchantability of its E-Banking services or that such services will at all times be accurate, reliable, uninterrupted, secure or error free. The Bank shall not be liable for my inability to use the Service, loss of profits or goodwill or the cost of getting alternate goods and Services and any other matters relating thereto.
15. I shall be solely responsible for the safe keep and confidentiality of my debit card, PIN, User ID, Passwords, Statement of account, Cheque Book, account balance/information (by text, emails, print etc.)
16. The Bank shall not be liable for any payments made on my account where the information provided is incorrect, I have acted fraudulently, divulged the details of my access code,

password or PIN, negligently or otherwise. The Bank shall also not be responsible for any liability arising from event/occurrence that is not under the control of the Bank including industrial disputes, failure of any electronic equipment, machine or device, government regulation.

17. I shall keep the Bank indemnified at all times and hold the Bank harmless from all actions, proceedings, claims damages, losses, Interest and expenses (including legal costs) which may be brought against, suffered or incurred by the Bank in resolving any dispute on my account or in enforcing the Bank's rights which may have arisen from the Bank performing its obligations. This indemnity shall continue even upon termination of this agreement or closure of my account.
18. I authorize the Bank to place a hold on my account where any person makes a claim for any of the funds in my account until the Bank is completely satisfied that the dispute has been resolved and/or send the funds to the third party who has sufficiently satisfied the Bank that it is entitled to it.
19. I authorize the Bank to share information related to my account(s) with local and international regulators and tax authorities subject to the provisions of any law/rules and regulations in force. Where it is required, I authorize the Bank to pay out from my account(s) such determined amount as may be required according to such laws, Acts and Regulations.
20. The Bank shall at its sole discretion accept or decline any request to Borrow and any Borrowing shall be payable on demand except otherwise agreed in writing.
21. If a breach is associated with the operation of my account/wallet, I agree that the Bank has the right to apply restrictions to my account/wallet and report to appropriate law enforcement agencies in line with extant laws.”
22. The terms of this agreement are personal to us and are not assignable or enforceable by us to any third party nor can any third-party claim under it.
23. Nothing in this Agreement shall infer a relationship of principal and agent, joint venture, master and servant or Employer and Employee. Each Party is an Independent Contractor for the purpose of this agreement
24. This agreement is governed by the Laws of the Federal Republic of Nigeria.
25. I have read and understood the account opening terms and conditions stated above. I accept and agree to be bound by the said terms and conditions including those excluding/limiting the bank's liability. I agree that the bank may debit my account for the service charges as applicable from time to time.

Name.....

Signature.....Date.....

Name.....

Signature.....Date.....

25. Declaration

I/We hereby apply for the opening of account(s) with Titan Trust Bank Ltd. I understand that the information given herein and the documents supplied are the basis for opening such account(s) and I therefore warrant that such information is correct.

I further undertake to indemnify the Bank for any loss suffered as a result of any false information or error in the information provided to the Bank.

Name.....

Signature.....Date.....

Name.....

Signature.....Date.....