



ZENITH BANK PLC

RC 150224

ZENITH DIRECT ENROLMENT FORM

ACCOUNT NUMBER:

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ACCOUNT NAME:

E-MAIL ADDRESS(ES):

1.

2.

(2nd e-mail address is optional)

GSM/MOBILE NUMBER(S) 1.

2.

(2nd phone number is optional)

I have carefully read and accepted the Zenith Direct terms and conditions

AUTHORISED SIGNATORY

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CONTACT CENTRE TERMS AND CONDITIONS

The following terms and conditions shall govern the Zenith Bank Plc Contact Centre Service.

1. Definitions

"Customers" means a customer of Zenith Bank Plc who has or operates an account with the bank and is named in the application form but where two individuals are named, either or both of them are customers;

"The Bank" means Zenith Bank Plc;

"Service" means the Zenith Bank Plc Contact Centre services;

"Access code, Pass code, User name and Password" means the enabling code with which you access the contact centre services which is known to you only;

"Account" means a current or savings account or other account maintained with the bank at any of the bank's branches in Nigeria;

"PIN" means your personal identification number;

"Mailing Address" means the customer's mailing address in the bank's records;

"Instruction" means the customer's request to the bank for the services;

"Token" means a Hardware device or Software which randomly generates dynamic numbers (called One Time Password - OTP).

2. Before the service can avail any customer, he/she must have:- a combination of the following:

- (i) An account with the bank;
- (ii) A Personal Identification Number "PIN";
- (iii) An E-mail address;

3. Under no circumstances shall the customer allow any body access to his/her account through the service.

4. The Pass Code / Access code / Password / User name / eMail / PIN Security

The Customer understands that his/her Pass Code / Access code / Password / User name / eMail and PIN is used to give instructions to the bank and accordingly undertakes:

- (i) That under no circumstances shall the Pass Code, Access code, Password, User name, eMail and PIN be disclosed to any body;
- (ii) Not to write the Pass Code, Access code, Password, User name, eMail and PIN in an open place in order to avoid third party coming across same;
- (iii) The customer instructs and authorizes the bank to comply with any instructions given to the bank through the use of the service;
- (iv) Once the bank is instructed by means of the customer's Pass Code, Access code, Password, User name, eMail and PIN the bank is entitled to assume that those are the instructions given by the customer and to rely on the same;
- (v) The customer's Pass Code, Access code, Password, User name, eMail and PIN must be changed immediately it becomes known to some one else;
- (vi) The bank is exempted from any form of liability whatsoever for complying with any or all instruction(s) given by means of the customer's Pass Code, Access code, Password, User name, eMail and PIN if by any means the Pass Code, Access code, Password, User name, eMail and PIN becomes known to a third party;
- (vii) Where a customer notifies the bank of his intention to change his Pass Code, Access code, Password, User name, eMail and PIN arising from loss of memory of same, or that it has come to the notice of a third party, the bank shall, with the consent of the customer, delete same and thereafter allow the customer to enter a new Pass Code, Access code, Password, User name, eMail and PIN provided that the bank shall not be responsible for any loss that occurs between the period of such loss of memory of the Pass Code, Access code, Password, User name, eMail and PIN or knowledge of a third party and Forty Eight (48) hours the report is lodged with the bank;
- (viii) Once a customer's Pass Code, Access code, Password, User name, eMail and PIN is given, it shall be sufficient confirmation of the authenticity of the instruction given;
- (ix) The customer shall be responsible for any instruction given by means of the customer's Pass Code, Access code, Password, User name, eMail and PIN. Accordingly, the bank shall not be responsible for any fraudulent, duplicate or erroneous instructions given by means of the customer's Pass Code, Access code, Password, User name, eMail and PIN.

5. Customer's Responsibility:

- (i) The customer undertakes to be absolutely responsible for safeguarding his Pass Code, Access code, Password, User name, eMail and PIN, and under no circumstance shall the customer disclose any or all of these to any person;

(ii) The customer undertakes to ensure the secrecy of his Pass Code, Access code, Password, User name, eMail and PIN by not reproducing same in any manner whatsoever either in writing or otherwise capable of making it known to persons other than the customer;

(iii) The bank is expressly exempted from any liability arising from unauthorized access to the customer's account and/or data as contained in the bank's records via the service, which arises as a result of inability and/or otherwise of the customer to safeguard his Pass Code, Access code, Password, User name, eMail and PIN and/or failure to log out of the system completely by allowing on screen display of his account information;

(iv) The bank is further relieved of any liability as regards breach of duty of secrecy arising out of customer's inability to scrupulously observe and implement the provisions above, and/or instances of breach of such duty by hackers and other unauthorized access to the customer's account via the service;

(v) The customer's Pass Code, Access code, Password, User name, eMail and PIN must be changed immediately it becomes known to anyone else and therefore the customer is under a duty to notify the bank whenever his/her Pass Code, Access code, Password, User name, eMail and PIN has become known to another person;

(vi) Where a customer notifies the bank of his intention to change his Pass Code, Access code, Password, User name, eMail and PIN arising from either his loss of memory of same or that it has come to notice of a third party, the bank shall with the consent of the customer, delete same and thereafter allow the customer to enter a new Pass Code, Access code, Password, User name, eMail and PIN. Provided that the bank shall not be responsible for any loss(es) that occurs between the period of such loss of memory of the Pass Code, Access code, Password, User name, eMail and PIN or knowledge of a third party and Forty Eight (48) hours after the time the report is lodged with the bank;

(vii) The customers shall be responsible for any fraud, loss and/or liability to the bank or third party arising from usage of the customer's Pass Code, Access code, Password, User name, eMail and PIN by a third party and other unauthorized access. Accordingly the bank shall not be responsible for any fraud that arises from usage of the customer's Pass Code, Access code, Password, User name, eMail and PIN.

6. Under no circumstances will the bank be liable for any damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with this service or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation, transmission, computer virus or line or system failure, even if the bank or its representatives thereof are advised of the possibility of such damages, losses or hyperlink to other internet resources are at the customers risk.

7. Rules of the Road:

For the benefit and security of our customers and to comply with applicable laws, we have a few mandatory guidelines that we call "rules of the road". Any conduct that violates the rules of the road constitutes grounds for termination of this services and the bank may for

whatsoever reason vary these terms and conditions. For this reason, the customer undertakes to:

- (i) Provide accurate information. Agree to provide true, accurate, current and complete information about yourself as requested in our registration form and account opening forms and the customer agree not to misrepresent his/her identity or information, which may include user names, password or other access devices for such accounts;
- (ii) Obey the law. Customer agrees not to use the service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringe the right of others;
- (iii) Restrictions on commercial use or resale. Customer's right to use the service is personal therefore customer agrees not to assign or make any commercial use of the service.

8. Disclaimer of Warranties

The customer expressly understands and agrees that use of the service is at his sole risk. The service is provided on an "as is" and "as available" basis. 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.

9. The bank makes no warranty that

- (i) The service will meet customer's requirements;
- (ii) The service will be uninterrupted, timely, secure, or error-free;
- (iii) The results that may be obtained from the use of the service will be accurate or reliable;
- (iv) The quality of any products, services, information or other material purchased or obtained by the customer through the service will meet your expectations, and;
- (v) Any errors in the technology will be corrected.

10. Limitations of liability

Customer agree that the bank will not be liable for any liability, whether direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use or other intangible losses, even if we have been advised of the possibility of such damages, resulting from:

- (i) The use or the inability to use the service;

- (ii) The cost of getting substitute goods and service resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
- (iii) Unauthorized access to or alteration or your transmission of data;
- (iv) Statements or conduct of anyone on the service; or
- (v) Any other matter relating to the service.

11. Indemnification

Except when caused by the bank's intentional misconduct or gross negligence, customer agree to protect and fully compensate the bank and its affiliates and service providers from any/and all third party claims, liability, damages, expenses and costs (including, but not limited to, legal fees) caused by or arising from customer's use of the service, violation of the terms or infringement, or infringement by any other user of customer's account, of any intellectual property or other right of anyone.

12. Service changes and discontinuation

The bank reserves the right to change or discontinue, temporarily or permanently, the service at any time without notice. In order to maintain the security and integrity of the service the bank may also suspend customer's access to the service at any time without notice. Customer agrees that the bank will not be liable to the customer or any third party for any modification or discontinuation of the service.

13. Others

- (i) The bank shall not be considered an agent or other legal representative of the customer for any purpose by reason of this agreement and/or any other party whom the customer is using this service to pay;
- (ii) This agreement cannot be changed by the customer nor any of the banks rights waived unless the bank agree in writing or customer continue using the service following receipt of notice of any changes proposed by the bank;
- (iii) This agreement is personal to the customer and the customer may not assign it to anyone;
- (iv) All notice to the customer shall be in writing via the address the customer has provided to the bank, all notices to the bank must be made in writing sent to the bank's address;
- (v) The bank and the customer shall be independent parties, and nothing contained in this agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal, agent or master and servant, employer or employee between parties;

(vi) If any of these terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with other provision remaining in full force and effect.

The laws of the Federal Republic of Nigeria shall apply to this agreement

I / We agree that the above terms and conditions shall govern my/our banking relationship with the bank as far as the service is concerned.

Given under my/our hands/seal this _____ day of
_____ 20_____

SIGNED BY _____

(The Customer)