

# Terms And Conditions

To CalBank Limited.

I/We the undersigned hereby request and authorized the Bank to open account(s) each an 'Account' in my name/our joint names and until written notice to the Bank to the contrary to debit such Account whether in credit or overdrawn with cheques drawn thereon, to act on any written instructions in relation to the payment of standing orders, direct debits, issues of drafts, mail and telegraphic transfers, purchases and sales of securities and foreign currencies and to act upon instruction to close any account provided those cheques or instructions are signed by MY SELF/ANYONE OF US TOGETHER (delete as necessary and print full name below).

1. It is understood that any funds received from or on behalf of myself/any of us, are to be placed to the credit of any Account unless the Bank receives written instruction to the contrary.
2. I/We understand and agree that you may at your discretion and without giving any reason thereto decline to accept my/our Account application. I/We also understand that until such time that you shall inform me/us in written of the relevant Account number, no Account relationship is established with you.
3. I/We agree that in the event that the Bank receives from myself/us ambiguous or conflicting instructions in connection with an Account, the Bank may in its absolute discretion and without any liability act or decline to act as the Bank thinks fit.
4. I/We agree that these authorities shall be governed by and construed in accordance with the law of the jurisdiction in which the office of the Bank is situated and I/we hereby irrevocably submit to the nonexclusive jurisdiction of the Courts such jurisdiction.
5. Paragraph 5 applies only to joint account(s) application We hereby acknowledge that our liability by way of Overdraft at any time in respect of our account shall be several as well as joint in the event of the death of anyone or more of us the credit balance at that date on our Account together with any security or property deposited with the Bank relating to such account shall be held to the order to the remaining account holder(s) but subject to any claim, right, lien, charge, pledge, set-off, howsoever arising which the Bank may have in respect of the liabilities of anyone or more of us including a deceased account holder(s).
6. I/we hereby authorized and instruct the Bank, until receipt by the Bank of written notice to the contrary to make available to the other Banks such information in relation to any Account as the authorized Disclosee may from time to time request, including without prejudice to the generality of the foregoing, details of Account balance and authorized signator(ies) provided only that the Bank act in good faith the Bank shall not be liable for any loss, howsoever, arising that may result from the disclosure of information hereunder including as a result of any error contained in the information so disclosed.
7. I/we agree that deposit and their payment are governed by the law in effect from time to time in Ghana and are payable at the branch of CalBank Limited in Ghana where the deposits are made, CalBank Limited has a discretion to allow withdrawal at other Branches in Ghana.
8. I/We hereby authorize you to debit our account with the applicable charges for the legal search conducted on my/our account at the Registrar Genreal's Department or relevant agency/authority.
9. Please note that the Bank reserves the right at its discretion to obtain verification of any information provided in the form. This may include disclosure to an authorized credit reference agency which will remain a record of any search made by the Bank.

## LIABILITY DISCLAIMER FOR HONOURED CHEQUES

This cheque book is issued on the understanding that CalBank Limited (the Bank) shall honour all cheques validly drawn and presented at Bank's counter or through clearing notwithstanding the Bank's inability to obtain a confirmation of payment from you via telephone.

It is understood that the Bank shall not be liable for any cheques honoured for the aforementioned reason.

We hereby agree to hold harmless and to fully indemnify the bank, its board, offers and employees, jointly and severally on a continuing basis from any and all actions, causes of action, claims and demand for, upon or by reason of any damage, loss or any injury incurred or suffered by any third party or other persons who may have a claim through any third party, such claim or demand rising by reason only that such cheque has been honoured by the bank

## Email and Fax Indemnity

We/I instruct and mandate CALbank ltd deal with our /my bank account at CALbank and carry out all banking instructions given by us/me through our stated email and or fax number In the event we/I send an email or fax message to you that email or fax message shall bear the signature and name of signatory(s) of our /my bank account. That we/I shall call you on telephone and confirm our/my instruction to you within Twenty (20) minutes of giving banking instructions to you. We/I undertake to completely indemnify and hold harmless and absolve you CALbank Limited from all forms of loss, liability, claim or damage that might be incurred by or made against you and or us/me as a result of instructing you through my/our e-mail or fax.

## VISA CARD

1. I/We undertake that this application, signed by me / us, is for the re-issuance of a CalBank CARD for myself and for my / our use and that in doing so, I / We do not represent the interest of anybody.
2. I/We understand and accept that the Bank may decline my / our application without assigning any reason.
3. I/We understand and accept that the CalBank CARD remains the property of the Bank at all times and I / We undertake to surrender it unconditionally and without reservation upon demand by the bank
4. I/We undertake not to use or attempt to use my / our card without sufficient funds in my / our account to cover transactions undertaken.

5. I/We undertake not to use or attempt to use my / our CARD after the bank has notified me of its cancellation / blockage.

6. I/We undertake to immediately advise the Bank when the CalBank CARD is stolen, lost etc, giving details of surrounding circumstances by filling a Lost Card Report Form at a Branch of the Bank. I / We understand that if I / We fail to do so, I / We increase the possibility of fraud occurring on my / our account and I / We accept not to hold the bank liable for any such unauthorized transactions on my / our account.

7. I / We understand and agree not to hold the Bank liable for any transaction that occurs on my / our account prior to reporting the loss of my/ our CalBank CARD to the Bank.

8. I / We undertake to promptly return all found Cards, previously reported by me / us as lost, stolen, misplaced etc to the Bank.

9. Under no circumstance will I / We disclose my / our Personal Identification Number (PIN) to anybody, including family members, business colleagues, or staff of the Bank. I / We further agree not to hold the Bank liable should I / We disclose my / our PIN to anybody.

10. I / We recognize that I am / We are not allowed to give my / our Card to anybody except those involved at the transaction point. The Card is the property of the Bank and same is to be held in trust for the Bank and is therefore not transferable.

11. I / We hereby authorise the Bank to debit my / our account directly with all transactions undertaken at the Point Of Sale Terminals or ATMs with my / our Card and I / We take full responsibility for these transactions. I / We also agree to accept the Banks receipt of withdrawals and transactions as conclusive proof of all transactions.

12. The Bank is authorized to debit my / our account with all respective fees in connection with re-issuance, usage or renewal of the CalBank CARD.

13. The Bank reserves the right to block my / our Card anytime it suspects any unauthorized transactions without notice to me / us.

14. The Bank reserves the right to vary these terms and conditions at its discretion without notice to me/ us.

15. The Bank and its authorised agents reserve the right to ask for proof of a CalBank Cardholders identity if the CalBank Card is presented at a transaction point. This measure may be utilized periodically to enable the Bank to protect its esteemed customers against possible fraud.

16. I / We agree to withdraw cash not exceeding Bank of Ghana's Foreign Exchange Control Regulation limit each time I use my / our card outside Ghana. The Bank of Ghana Foreign Exchange Control Regulation limit is currently \$10,000 (Ten Thousand United States) per year and the Bank of Ghana may review it from time to time.

17. I / We agree to inform the Bank anytime I / We travel outside Ghana.

18. I / We agree to inform the Bank anytime I/ We return from a trip abroad. This is to enable the Bank facilitate the use of my / our cards both at home and abroad. Failure to do so may result in the sanctions listed below:

- Blocking of Card
- Withdrawal of International Functionality
- Complete Withdrawal of Card

19. I / We unconditionally and irrevocably undertake to abide by all the terms and conditions stated above.

## SHELL CARD

### PREPAID CUSTOMERS

#### Definitions

'Agreement' means the agreement between Shell Ghana Limited and the cardholder as varied from time to time.

'Company' means Shell Ghana Limited

'Authorised Agent' means CalBank Limited

'Card' means the Company's fuel card issued to the cardholder, whether pre-paid or post-paid, including any renewal or replacement card.

'Card Account' means an account maintained by the Company in relation to the Card transactions.

Bank Account' means a Client Account held with CAL Bank Limited.

'Cardholder' means any customer of the Company to whom a Card has been issued.

'PIN' means the unique personal identification number issued to a Cardholder for use with the Card.

'Station' means the petroleum products service stations of the Company including the Shell Shops at the Stations.

'Supplies' means the products and/or services offered at the selected Company fuel service stations.

#### Purpose of the Card

The Card enables the Cardholder to effect transactions at selected Stations of the Company.

The Cardholder shall be notified of the applicable list of Stations where the Card may be used at the time of issuing the Card. The list of Stations may be amended from time to time and the Company shall communicate any such changes.

## **PIN**

The Company shall allot a PIN to the Cardholder and the Cardholder shall not be entitled to alter the PIN.

The Cardholder shall keep the PIN secret and not disclose it to anyone else whatsoever. The Cardholder must take all reasonable precautions to keep the Card and PIN safe and confidential at all times.

The Cardholder shall be liable for any losses incurred as a result of any fraudulent or unauthorized use of the Card.

If the PIN is disclosed to any unauthorized person or the Cardholder has reason to believe that the PIN may have been disclosed to an authorized person, the Cardholder shall immediately notify the Company in writing.

The Cardholder shall nevertheless be liable to the Company for any transaction effected by use of the Card by any person who acquired possession of the Card with or without the Cardholder's consent, as if it had used it personally.

## **Use of the Card**

The Company Agent shall open a Card Account and issue the Card to the Cardholder whose application is accepted by the Company.

The Card shall at all times remain the property of the Company and the Cardholder is required to surrender it as the Company may direct or upon demand by the Company.

The Card shall only be used by the Cardholder to obtain Supplies (the "Transaction") from the Stations.

The Cardholder must produce the Card to the Station's personnel prior to any Transaction.

Any transaction effected by the use of the Card shall give rise to a transaction record.

By entering the PIN during a transaction, the Cardholder signifies his/her acceptance of the transaction and agrees to make payment for the Supplies.

The transaction records at the point of sale shall constitute conclusive proof of any purchase.

The prepaid option Cardholder shall make top up payments at any branch of CAL Bank Limited (Authorised Agent).

The Card is not transferable and is valid for use only by the Cardholder (or his/her authorized representative) for the vehicle whose make and registration number is embossed thereon, provided that Card(s) issued at the request of the Cardholder on an "unrestricted use basis" shall be valid for use on any vehicle.

## **Billing and Payments**

The Client shall make Top-Up deposits into Bank Account held with the Authorised Agent to enable the Company to credit the Cardholder's Account with Top-Up funds.

The Authorised Agent shall send out a statement of accounts to the Cardholder by the end of the first week of the subsequent month.

The statement shall contain details of all credits and debits in respect of the Card Account in the preceding passed month. The non-receipt of the monthly statement of account shall not in any way discharge the Cardholder from the payment obligations set out in paragraph 5.3 above. Upon receipt of monthly statement, it shall be the Cardholder's responsibility to understand the details of the Card Account.

The Cardholder shall notify the Company of any claim in respect of the amount or type of transactions summarised on the statement within seven (7) days of the date of issue of the statement. The Company shall not entertain any claim after seven (7) days.

## **Loss, Theft or Misuse of Card**

The Cardholder shall accept full responsibility for all transactions processed from the use of the Card or unauthorized acquisition of the PIN except any transaction which occurs after the Company has confirmed in writing within 12hrs that it has received notice of the loss or theft of the card.

The Authorised Agent shall not be liable for consequences arising out of disclosure of the PIN to any third party arising out of a transaction instruction.

If the Card is lost or the Cardholder has reason to believe that the card shall be misused or that someone may have discovered the PIN, the Cardholder shall notify the Authorised Agent by dialing 0302-680061-69, 0302-680079 or by sending email to customercare@calbank.net. The Company shall immediately take steps to stop the use of the Card and where appropriate, the Cardholder may be required to, destroy the Card by cutting it in half and return the cut Card.

## **Limits of Liability**

Until the Authorised Agent confirms receipt of notification by the Cardholder of the loss, misuse or theft of the Card, the Cardholder shall be liable for all transactions on the Card.

The Cardholder shall not be liable for losses incurred as a result of transactions that may take place after the Authorised Agent has confirmed receipt of notification of the loss/theft/misuse of the Card.

The Authorised Agent shall not be liable for the refusal by any Station to accept or honour the Card.

The Authorised Agent shall not be liable to the Cardholder where the Company is unable to carry out its obligations under this Agreement as a result of anything beyond its control including but not limited to:

- Any machine, equipment data processing system or transmission link failing to work;
- Industrial disputes, natural disasters or any acts of God.

## **Refunds and Claims**

The Authorised Agent will credit the Cardholder's account with the refund for a transaction where it is proved that the Cardholder's account was incorrectly debited.

No claim by the Cardholder against the Authorised Agent may be the subject of a set-off or counterclaim against the Company.

The Cardholder shall not assign his/her rights to a third party.

## **Validity of Card**

The Card shall be valid for two (2) years from the date of issue, unless it is cancelled by either party before it expires. Upon expiry the validity of the Card may be renewed automatically for another year through usage within the first three (3) months of that year.

## **Termination**

Either the Authorised Agent or the Cardholder may terminate this agreement by giving to the other Thirty (30) days' notice in writing.

Upon the termination of this Agreement, the Cardholder shall immediately surrender the Card to the Authorised Agent and the Company shall immediately take steps to stop the usage of the Card.

Where after the termination of the Agreement the Cardholder continues to use the Card or attempts to use same, then in any such case the Cardholder shall be liable for all transactions recorded on the Card, and shall be without prejudice subject to any criminal prosecution flowing there from.

## **General**

The Cardholder shall notify the Authorised Agent of any change in his/her address.

The Cardholder shall not use the Card in contravention of any law in force nor as an aid towards any such contravention.

Any duties, levies, taxes or bank charges that may be imposed in respect of any transaction under this

Agreement shall be for the account of the Cardholder.

Non enforcement or a delay in enforcement of any term or condition under this agreement shall not prevent the Authorised Agent /Company from enforcing the term or condition at a later date.

An application for a Card will be subject to the Authorised Agent's standard processes and review which may require validation checks of documents and information provided by the applicant. Providing false information in the application may result in the Authorised Agent rejecting the application.

The Authorised Agent reserves the right to reject the application or cancel a Cardholder's Card but shall duly communicate same to the Cardholder immediately.

The Authorised Agent reserves the right to vary these terms and conditions upon giving prior notice to the Cardholder.

The Cardholder agrees that his/her details may be shared with other affiliates of the Company which form part of the Shell Group for market research, statistical analysis or to enable the affiliates contact the Cardholder with details of special offers and products that may be of interest to the Cardholder.

These terms and conditions are governed by the Laws of the Republic of Ghana.

## **MOBILE BANKING AGREEMENT**

CalBank Limited (the Bank) strives to provide the highest quality Mobile Banking Service (the Service) available. Please read these Terms & Conditions carefully) By applying for and/or using the CAL Bank Mobile Banking service/application, you agree to all the terms and conditions contained in this agreement (the agreement)

The Bank may offer additional Mobile Banking services and features in the future. Any added Service(s) and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service or feature is added. These terms and conditions may be modified or cancelled from time to time without notice, except as required by Law.

Definitions: The following words in this Agreement will have the definitions given below:

"Accounts (s)" means your eligible CAL Bank Limited savings, checking, loan or other product information, which can be accessed through the Mobile banking service.

"Agreement" means this Mobile Banking Agreement (Terms & Conditions).

"Device" means a supportable electronic and/or mobile device including a cellular phone, smart phone, or other mobile device that is web-enabled and allows Secure Socket Layer "SSL" traffic capable of receiving text messages. Your wireless carrier may assess fees for data, text messaging, or web services. Please consult your mobile network or wireless plan operator for details. Mobile Banking means the banking services accessible from the Device.

"We", "Us" and "Bank" means CAL Bank Limited. Website means CalBank Limited's website www.calbank.net You and Your(s) means each person with authorized access to your Account(s) who applies and uses the Mobile Banking Service.

Mobile Banking is offered as a convenience and supplemental service to our in-bank and Internet or Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Account information, pay bills, transfer funds between your accounts, purchase airtime and move funds between your account and Mobile Money wallet. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking.

Mobile Banking may not be accessible over some network carriers. In addition, the Mobile Banking Service may not be supportable for all Devices. The Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile network operator such as data outages or 'out of range issues'. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with the service. We also reserve the right to and may modify the scope of the Mobile Banking Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use the service as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable for any losses caused by your failure to properly use the Mobile Banking Service or your Device. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and services. Accordingly, you agree to resolve any problems with your provider directly without the Bank's involvement.

Any deposit account, loan or other banking product accessed through this Mobile Banking Service is also subject to the Account Agreements and Disclosures provided at time of Account opening. These may include transaction limitations and fees, which might apply to your use of Mobile Banking.

**Equipment and Software**

The Bank does not guarantee that your device or mobile network service provider or operator will be compatible with Mobile Banking. Mobile phones and other devices with Internet capabilities are susceptible to viruses, worms, trojan horses, or other similar malicious software (collectively referred to as 'malware'). You responsible for ensuring that your device is protected from and free of any such malware which could result in damage to programs, files, and/or your Device or could result in information being intercepted by a third party. The Bank will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from the effects of such malware. The Bank shall also not be responsible if any non-public personal information is accessed via Mobile Banking due to any malware residing or being contracted by your Device at any time or from any source.

The Bank shall not be responsible for errors or delays or your inability to access the service caused by your Device. We are not responsible for the cost of upgrading the Device to remain current with the service. We are not responsible for any damage to the Device or the data within.

**Limitation on Mobile Banking Transfers**

You may use the Mobile Banking Service to transfer funds between your eligible CAL Bank Limited or other accounts (Internal Transfer). You may not transfer to or from an Account at another financial institution using our Mobile Banking Service. We may also limit the type, frequency and amount of transfer for security purposes and may change or impose limits without notice.

**Fees**

There is no monthly charge for accessing Mobile Banking. Other fees may be assessed and billed separately by your Device provider. All telephone or wireless charges associated with Mobile Banking are your responsibility. All other fees, which have been separately disclosed to you in connection with your account(s), will continue to apply to those account(s).

**Responsibilities**

**Account Ownership/Correct Information- Individual Accounts:**

You represent that you are the legal owner of the Account(s) and other financial information, which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Device you will use to access mobile Banking.

**Security**

You agree to take every precaution to ensure the safety, security and integrity of your Account(s) and transactions when using the Mobile Banking Service. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately upon the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information or any other means to access Mobile Banking, you shall bear all responsibility and liability for any transactions they authorize and the Bank will not be liable for any loss or damage occasioned to you or to any third party. We make no representations that Mobile Banking will be available for use in locations outside of the Republic of Ghana. Accessing Mobile Banking from locations outside of the Republic of Ghana is at your own risk.

**Conduct**

You acknowledge that the use of a Personal Identification Number (PIN) or other mode of authorisation of Mobile Banking transactions is as good as your authorized signature and that the PIN authorises and validates instructions given just as an actual written signature does.

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking for money laundering or in any way that violates any relevant laws. The Bank reserves the right to demand information or explanations from you regarding any matter pertaining to money laundering law(s) in Ghana.

**Privacy of Personal Information**

The Bank in providing you with Mobile Banking may collect personal information from you. Any such personal information collected shall be used only as appropriate to provide you with the best quality service and security. For example, any such personal information collected from you may be used to verify your identity and contact information. We may also use this information to establish and set up an account, as well as for any other ancillary purpose, issue an account and a secure password, maintain your account activity, and contact you with account information. This information helps us improve our services to you, customise your user experience and inform you about additional products, services or promotions that may be of interest to you.

The Bank shall not sell, license, lease or otherwise disclose your personal information to any third party for any reason, except as described below.

The Bank reserves the right to disclose your personal information to our affiliates or third parties where required by law, to regulatory, law enforcement

**Terms and Conditions For E-statement**

All users (including individuals, corporation, association, company or any other entity) of this service hereby agree and accept the following conditions of use of this service:

You agree to indemnify, defend and hold CalBank limited (the bank), or its affiliate and subsidiaries, and their agents and privies harmless from and against any and all claims, liability, losses, costs and expenses incurred by it in connection with any use or alleged use of your service under your password by any person whether or not authorised by you. The bank reserves the right, as its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and in such case, you are agreeing to cooperate with CalBank limited defense such claim.

The bank and all its affiliate, subsidiaries will accept no liability in any event including (without limitation) negligence for any damage all loss of any kind including (without limitation) direct, indirect accidental, special or consequential damages expense or losses arising out of, or in connection with any error, omissions, defect, computer virus or system failure, or loss of any profit, goodwill or reputation, even if expressly advised of the possibility of such loss or damages, arising out of or connection with the access of, performance of, browsing in or linking to other sites from this service.

CalBank limited reserves the right to modify, suspend or discontinue temporarily or permanently, this service or any part of it, with or without notice, at any time. All users agree that CalBank limited shall not be liable to you all any third party for any such modification, suspension or discontinuance of the service.

**E ALERT**

All users (including individuals, corporation, association, company or any other entity) of this service hereby agree and accept the following conditions of use of this service:

You agree to indemnify, defend and hold CalBank Limited (The Bank), all its affiliates and subsidiaries, and their agents and privies harmless from and against any and all claims, liability, losses, costs and expenses incurred by it in connection with any use or alleged use of your service under your password by any person, whether or not authorized by you. The Bank reserves the right, at its own expense, to assume the exclusive

defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with CalBank Limited's defense of such claim.

The Bank and all its affiliates, subsidiaries, will accept no liability in any event including (without limitation) negligence for any damage or loss of any kind, including (without limitation) direct, indirect, accidental, special or consequential damages, expenses or losses arising out of, or in connection with any error, omission, defect, computer virus or system failure, or loss of any profit, goodwill or reputation, even if expressly advised of the possibility of such loss or damages, arising out of or in connection with the access of or use of, performance of, browsing in or linking to other sites from this service.

CalBank Limited reserves the right to modify, suspend or discontinue, temporarily or permanently, this service or any part of it, with or without notice, at any time. All users agree that CalBank Limited shall not be liable to you or any third party for any such modification, suspension or discontinuance of the service.

SIGNATURE: .....DATE: 

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Name

SIGNATURE: .....DATE: 

D	D	M	M	Y	Y	Y	Y
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Name