

## UBA CONNECT AFRICA ®

### TERMS AND CONDITIONS

These Terms and Conditions shall govern the use of the Connect Africa. In these terms and condition, the expression we, us, or our, shall refer to UBA while you and yours shall refer to you, the Customer.

1. Payment of transferred funds at any UBA Business Office is subject to the Rules and Regulations of the country where the payment is to be made. The liability of UBA or its subsidiary (ies) (Hereinafter referred to as the "Bank") with respect to payment of deposited or withdrawal funds shall not exceed in any case the extent to which payment may be allowed in the currency in which the deposited or withdrawal funds are to be under any regulation, government or other restrictions which might be in existence in the country of payment at the time payment instructions are received.

2. The Bank or its correspondents shall not be held liable in case of any delay(s) and/or loss occasioned by any Regulatory Requirements, Acts of God, or order of any Government Agency, system failure or as a result of or in consequence of any other causes beyond the Bank's control.

3. The bank shall not be liable for any errors, neglects or defaults, acts or omission not attributable to itself or its employees or agents or correspondents.

4. The Customer undertakes to indemnify the bank, its affiliate or agents against any loss it may incur as a result of the failure of the sender or receiver from complying with the laws or regulations of either the country of origin or receipt of funds.

5. You hereby undertake that the bank is indemnified against any liability if the instrument applied for overleaf be lost, stolen or destroyed.

6. The Bank disclaims liability for any funds/ assets deposited by the Customer discovered to have been acquired from criminal/ illegal source and shall not be under any obligation to release the funds to either the applicant, sender or the receiver.

7. The Bank will not be held liable for any exchange loss incurred by you in converting/transferring the balance from one currency account to another currency account on your instruction.

8. That you give your consent and authorize that your UBA Account details domiciled in your country of origination to be shared within the Bank's network/ UBA Subsidiary

9. Authorization to UBA Group and her subsidiaries to carry out your instruction contained on the reversed side of this document with the prevailing laws of country of account domiciliation and country where transaction is carried out.

10. **Fees.** UBA charges you fees for providing you this service. Details of these fees will be made available to you while consummating this transaction and upon request.

11. You agree to hold the Bank free from any responsibility or liability for any loss of funds deposited with the Bank due to any future Government order, law, levy, tax embargo, exchange restriction or any other cause beyond the Bank's control.

12. The Bank reserves the right to debit your account in case of erroneous credit made to the account.

13. You agree to assume full responsibility for the genuineness, correctness and validity of all endorsements appearing on all cheques, orders, bills, notes, negotiable instruments and receipts or other documents deposited in your account.

14. That your attention has been drawn to the necessity of safeguarding your cheque book, withdrawal booklet, ATM/ Debit card, PIN etc so that unauthorized persons are unable to have access to it and the fact that neglect of this precaution may be a ground for any consequential loss being charged to your account and you shall exempt the Bank from any liability thereof. You agree to keep all security details on your accounts and online banking secret at all times.

15. You agree that only tellers sitting across the counter are authorized to handle cash and cheque transactions. You further agree that the bank will not be liable for any loss arising from cash and cheques given to unauthorized staff.

16. You understand and agree that the Bank is under no obligation to honour any cheque(s) drawn on your account unless there are sufficient funds in your account to cover the value(s) of the cheques and associated fees. You understand further that the issuance of dud cheques is a criminal offense and that the bank is obliged to render reports to regulatory authorities & government agencies on returned/ dud cheques.

17. Subject to local applicable laws, you hereby agree that the Bank can share your information with domestic or overseas regulators or tax authorities where necessary to establish his/ her tax liability in any jurisdiction. Where required by domestic or overseas regulators or tax authorities, you agree that the bank may withhold, and pay out from account such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

18. Except where the bank is negligent or fraudulent or in willful default, the Bank shall have no responsibility to you if any information we hold about you is or becomes inaccurate or incomplete.

19. Completion of this transaction is subject to and governed by prevailing Money Laundering Laws governing country of account domiciliation and country where transaction is consummated.

20. Please note that the Bank reserves the right to request for further information/documentation before a transaction can be effected