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TERMS AND CONDITIONS

I hereby:

- Apply to open an account for banking and related financial services of FHA Homes Limited.
- Declare that the information given in this account opening form is true and accurate.
- Agree that any information found to be false, incorrect or misleading may cause the Bank to reject my application or close my account if it had been opened.
- Agree to promptly notify you of any subsequent change in my account details.
- Agree that you may roll over or reinvest on my behalf and monies standing to the credit of my account in any one of your investment securities, securities, namely: Time Deposit, Treasury Bills, Banker's Acceptance or Guaranteed Commercial Papers until contrary instructions are given by me provided that you shall honour on demand all changes issued by me if there are sufficient funds in my account.
- Agree to hold you harmless and free from any responsibility for any loss of funds deposited with you due to any further governmental order, law, levy, tax, embargo, exchange restriction or other cause beyond your control.
- Accept as due notification, any notice of change in the conditions governing my account which is sent to any or all of my last known address(es) and to be bound by such change.
- Agree that if any cheque credited to my current account is returned dishonoured, the same may be returned to me through my last known address(es) either by hand or post.
- Agree that you may at your absolute discretion close at any time my account(s) with you.
- Agree that the Bank shall not be liable whatsoever for funds/tellers handed over by me to bank officers outside normal banking hours and/or outside the bank premises except as may be otherwise agreed in writing.
- Agree that neither the bank nor its staff shall be liable for loss arising as a result of the authority and the execution of the authority given to the bank on cheque confirmation.
- Agree to be bound by these and other terms and conditions regulating the operations of the bank account(s) and other financial services including but not limited to: Internet Banking, Mobile Banking, Card Services, Telephone Banking, Automated Teller Machines (ATMs) and Money Transfer Services.
- Agree that the Bank shall have the right to set-off any sum credited to my account against any sum owned to the Bank by me either alone or jointly with any other person or persons, company or companies on any account or against any sum owned to the Bank by me as a result of my being a Surety or Guarantor to some other person or persons, company or companies.
- Agree that the account relationship hereby established shall be governed and construed in accordance with Nigerian law and by reference to the accepted principles and practices of banking.
- Agree that the Bank in compliance with local laws and regulations on record retention shall retain all records of supporting evidence, created in the ordinary course of its business for a maximum period of 6 (Six) years after the account has been closed or business relationship ended.
- Pledge not to issue cheques against unfunded accounts.
- Agree that the Bank can share my information with tax Authorities at any time.
- Agree to notify you that I/we am/are resident in the US for tax purpose (where applicable).

B. ELECTRONIC BANKING SERVICE**I. Debit Cards (Verve, Master Card and Visa Card)**

The use of debit card shall be subject to the following terms and conditions. I/we hereby:

- Agree that my/our card shall be kept secured at all times and that my/our Personal Identification Number (PIN), Card Verification Value (CVV), and Card Verification Code will not be disclosed to any third party.
- Agree that all transaction at any Automated Teller Machine (ATM), Point of Sale (POS) terminal or internet made with my card and PIN, CVV or CVC shall be treated as having been authorized by me/ us.
- Agree that if any account that may be accessed by my card is a joint account with more than one signatory, all transactions at any ATM, POS terminal or via internet that are made with my card and PIN, CVV or CVC shall be treated as having been authorized by me/ us.
- Agree that cash withdrawals made with my card and PIN shall not exceed a maximum limit as may be specified by the bank from time to time.
- Agree that cash withdrawal at the ATM shall be deemed to have been concluded at the point when the ATM dispenses cash to me via the cash tray. FHA Homes Limited accepts whatsoever for any subsequent event occurring after cash had been dispensed.
- This card is the property of FHA Homes Limited and may be withdrawn at any time. It must be returned to the bank on demand. I further agree that the ATM may impound my card at any time if the circumstances so warrant.
- Agree that the card shall expire on the date indicated thereon and may at the discretion of FHA Homes Limited, be renewed.
- The bank shall not be liable for any machine malfunction, strike or dispute or any other circumstances affecting the use of the card were such matters are not within the direct control of FHA Homes Limited.
- Agree to be liable for all losses arising from use of the card by any person having possession of it with my consent or due to my negligence.
- FHA Homes Limited reserves the right to change me fees and commission, as it may deem appropriate for the use of this service.
- Agree that if my card is lost or stolen, I shall promptly make a written report to FHA Homes Limited or its nearest branch and take all necessary steps as the bank may request assisting in the recovery of the card. I further agree to be liable for any loss arising from the use of my cards or PIN, CVV or CVC by any unauthorized person up to two working days after FHA Homes Limited receives written notification of the loss of the card.
- In the event that my card is lost, missing or stolen, or my PIN, CVV and CVC is forgotten, I shall be required to obtain a new card from the bank at a prescribed fee.
- Agree that my right under this service are personal and therefore not assignable or transferable.
- Agree that FHA Homes Limited may vary the terms of this service at any time without notice to me.
- Either party may terminate the service with seven days written notice to the other party; however FHA Homes Limited may terminate this service with or without notice if circumstances so warrant.
- Agree to abide by the rules and regulations of relevant card associations.
- Agree and undertake to activate my debit card before leaving your branch.

II. Alert/E-mail Statement Banking Service

The use of Alert Banking Service shall be subject to the following terms and conditions:

- I hereby accept responsibility for the confidentiality and security of your alert message and shall ensure that my mobile phone is kept in safe custody and that I alone have access to your email alert.
- The alert banking service is an information service which is given after the occurrence of all transactions; messages sent by alerts are therefore presumed and treated as having been authorized by me and FHA Homes Limited shall therefore have no liability whatsoever to me.
- Where I operate a joint account or an account with more than one signatory for this service, all transaction messages shall be treated as having been authorized by me and FHA Homes Limited shall therefore not be liable to me if it turns out that such transactions were carried out without due authorization.

- FHA Homes Limited shall not be liable for any loss arising from my inability to receive notification message due to system downtime arising from:
 - Circumstances beyond its control, including strikes and dispute
 - System maintenance, upgrading or similar circumstance
 - Failure of service provider to deliver SMS on time.
- Agree to pay FHA Homes Limited scale of fees and commission as may be specified from time to time, for the provision of this service. I hereby authorize FHA Homes Limited to debit any of my account(s) with such fees and commission.
- Agree that my rights under this agreement are personal and therefore not assignable or transferable.
- If FHA Homes Limited provides by email any confidential information requested by me, I agree that FHA Homes Limited shall not be liable if the information provided is lost or intercepted, altered or misused by a third party.
- Where my mobile phone is lost, missing or stolen, I undertake to make a report to FHA Homes Limited within 24 hours and the service shall be terminated for the affected line immediately.
- FHA Homes Limited shall not be liable for any information that is disclosed, to any unauthorized person due to my negligence.
- Either party may terminate this service with seven days notice to the other. However, FHA Homes Limited may terminate this with or without notice if circumstance so warrant.

III. Others

- The service allows the customer to give the bank instructions by use of telephone, internet, token, ATM, PIN, CVV, or CVC, Password/Access Code, Users name and secure Message (Email and SMS) for the following purposes:
 - Obtaining information regarding customer balances at the last date of business with the bank.
 - Obtaining information regarding to any instrument in clearing, or any credit standing in the customer's account as the last day of transaction on the said customer's account.
 - Authorizing FHA Homes Limited to debit customer's account to pay as specified utility bill such as NITEL, PHCN, Water Rate and/or any other bill as specified by the customer subject to validity of such bill payment under this service.
 - Authorized FHA Homes Limited to effect a transfer of funds from the customer's account to any other account with FHA Homes Limited.
 - Authorized FHA Homes Limited to effect any stop payment order.
 - Authorized FHA Homes Limited to debit customer's account and load same amount into debit card.
- FHA Homes Limited on its part shall endeavour to carry out the customer's instruction promptly, save for reasons for Force Majeure, any other circumstances beyond its control.
- The customer understands that his/her Password/Access code/email is used to give instructions to the bank and accordingly undertakes:
 - That under no circumstances shall the Password/Access Code be disclosed to a third party.
 - Not to write the Password/Access Code in an open place in order to avoid same being compromised.
- The customer instructs and authorizes FHA Homes Limited to comply with any instructions given to the bank via this service.
- Where a customer notifies FHA Homes Limited of his/her intention, to change his/her Password/Access Code arising from loss of memory of same, or that it has become known to a third party, FHA Homes Limited shall with the consent of the customer, delete same and thereafter, allow the customer to enter a new Password/Access Code PROVIDED that the bank shall not be responsible for any loss that occurs between the period of such loss of memory of the Password/Access Code or its being authorized to a third party and the time a report is duly lodged with FHA Homes Limited.
- The customer shall bear full responsibility for any instruction given by any means of his/her Password/Access Codes. Accordingly, FHA Homes Limited shall not be liable for any fraudulent, duplicated or erroneous instructions received by means of the customer's Password/Access Codes.
- The customer's Password/Access Code must be changed immediately before it becomes known to third party. The customer is therefore obliged to notify the bank whenever his/her Access Code and/or Password becomes compromised.
- Where a customer notifies the bank of his/her intention to change his/her Password/Access Codes, the bank shall with the consent of the customer, delete same and therefore allow the customer to enter a new Password/Access Code provided that the Bank shall not be responsible for any loss that occurs before the Bank is duly notified.
- The customer may be charged an applicable monthly fee and/or usage fee upon signing-on for this service whether or not the customer utilizes the service during the period in question.
- FHA Homes Limited shall not be liable for any damages, whether direct or indirect, special, incidental or consequential arising out of or in connection with this service or use thereof, or in connection with any failure of performance, error, omission, interruption, defect, delay, in operation, transmission, computer virus or file or system failure, whether or not the bank or its representatives thereof were advised of the possibility of such damages.
- The customer undertakes:
 - To provide true, accurate, and up-to-date information about himself/herself as requested in the account opening form agrees not to misrepresent his identity or information, which may include user names, passwords or other access devices for such account.
 - Not to use the service for illegal purposes or for transmission of material that is unlawful, libelous and obscene and further agree that the right use of this service is personal and not assignable or transferable.
 - Agree that he/she is only permitted to use this content as expressly authorized by the service and shall not copy, reproduce, distribute or create derivative work out of it and that any violation of any of these rules shall result in the discontinuation of these service by bank.
- Customer agree that FHA Homes Limited shall not be liable for any loss or damage whether direct, indirect, incidental, special or consequential including but not limited to damages for loss of profits, goodwill, use or other intangible losses, whether or not FHA Homes Limited has been advised of the possibility of such damages arising from the use or inability to use the service.

SIGNATURE OF CUSTOMER.....

DATE.....