

# ACCOUNT OPENING FORM - INDIVIDUAL

## FORM A TIER 3



**Category of Account:** (Tick as appropriate)

Joint Account  Fixed Investment Account  Other Types of Account

**Account Type:** (Tick as appropriate)

Current Account  Fixed Deposit Account  Savings Account  Domiciliary Account  \$ € ¥ £ others

This form should be completed in CAPITAL LETTERS. Characters and marks should be similar in style to the following [A][B][C][Y]



BRANCH

ACCOUNT No. (for official use only)

BANK VERIFICATION NUMBER

### 1. PERSONAL INFORMATION

Title  Surname

First Name  Other Name

Marital Status  Single  Married  Others (please specify)  Gender F  M  Date of Birth

Country of Birth  Mother's Maiden Name

L.G.A  State of Origin

Nationality (for non Nigeria)  Resident permit No

Permit Issue Date  Permit Expiry Date

Tax Identification Number (TIN) (If available)  Are you a tax Residence in more than one country? Yes  No

Other TIN  Country Code

Purpose of Account  Religion (Optional)

### 2. CONTACT DETAILS

**Residential Address**

House Number  Street Name

Nearest Bus Stop/Landmark

City/Town  Local Govt. Area

State  Country

Mailing Address

Country

Country Code  Phone Num (1)  Country Code  Phone Num (2)

Email Address

### 3. VALID MEANS OF IDENTIFICATION

National ID Card  National Driver's License  International Passport  INEC Voters Card  \* Others (Please specify)

ID No.  ID Issue Date  ID Expiry Date

\* People in peculiar circumstances - Artisans, Petty Traders, Students who may not have the prescribed IDs

### 4. ACCOUNT SERVICE(S) REQUIRED (Please tick your preferred products and service below)

<b>CARDS</b> (Charges Apply)	<b>INTERNET BANKING</b>	<b>ALERTS</b>	<b>OTHERS</b>
Visa Credit Card <input type="checkbox"/> Verve Debit Card <input type="checkbox"/> Visa debit Card <input type="checkbox"/> NGN <input type="checkbox"/> Classic <input type="checkbox"/> Master card <input type="checkbox"/> NGN <input type="checkbox"/> USD <input type="checkbox"/>	Enquiry Only <input type="checkbox"/> Transactions <input type="checkbox"/> Soft Token (Charges apply) <input type="checkbox"/> Hard Token (Charges apply) <input type="checkbox"/>	SMS Alert (Charges apply) <input type="checkbox"/> Email Alert <input type="checkbox"/>	Mobile Banking <input type="checkbox"/> Email Statement <input type="checkbox"/> Interactive Voice <input type="checkbox"/> Response self Service <input type="checkbox"/>

**Statement Preference:** Email  Collection at Branch  **Statement Frequency:** Monthly  Quarterly  Semi-Annually  Annually

**Cheque Book Requisition:** (Fees apply) Opened Cheque  Crossed Cheque  25 Leaves  50 Leaves  100 Leaves

**Cheque Confirmation:** Will you like to pre-confirm your cheque? Yes  No

**Cheque Confirmation Threshold:** If the answer to the above is yes, please specify the threshold

## 5. EMPLOYMENT DETAILS (OPTIONAL)

Employment Status: Employed  Self Employed  Unemployed  Retired  Student  Other  (Please specify)

Date of Employment (if employed)

Annual Salary/Estimated Annual Income

Annual Salary: (a) Less than N50,000  (b) N51,000-N250,000  (c) N251,000-N500,000  (d) N501,000-Less than N1million  (e) N1 million-Less than N5 million   
(f) N5 million - Less than N10 million  (g) N10 million - Less than N20 million  (h) above N20 million

Employer's Name

Employer's/Employment Address

House Number  Street Name

Nearest Bus Stop/Landmark

City/Town  Local Govt Area

State

Nature of Business/Occupation

Office Phone Number

Fax Number

## 6. DETAILS OF NEXT OF KIN

Surname

Other Name(s)

First Name

Title (Specify)  Gender F  M

Date of Birth       Relationship

Country Code  Mobile Number 1  Country Code  Mobile Number 2

Email Address

**Contact Details**

House Number  Street Name

Nearest Bus Stop/LandMark

City/Town  Local Govt. Area

State  Country

## 7. ADDITIONAL DETAILS

Name of Beneficial Owner(s) (If any)

Spouse's Name (If applicable)

Spouse's Date of Birth       Spouse Occupation

Sources of Fund to the Account 1

2

Expected Annual Income from Other Sources

Name of Associated Business(es) (if any) 1

2

3

Type of Business

Business Address

Country

## 8. ACCOUNT HELD WITH OTHER BANKS:

S/N	NAME AND ADDRESS OF BANK/BRANCH	ACCOUNT NAME	ACCOUNT NUMBER	STATUS: ACTIVE/DORMANT
1				
2				
3				
4				

## 9. ACCOUNT MANDATE

(Please tick as appropriate)

### a. Category of Account:

Joint Account  Fixed Investment Account  Other Types of Account

### Account Type:

Current Account  Fixed Deposit Account  Savings Account  Domiciliary Account

\$	€	¥	£	Others
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### b. Account Name

c. Account No.  (for official use only)

d. Mandate authorisation/Combination rule (Please tick as appropriate): Sole Signatory  Either to sign  Both to sign

### e. Signatory I

Surname \_\_\_\_\_ First Name \_\_\_\_\_

Other Names \_\_\_\_\_

Class of Signatory: \_\_\_\_\_ I Identification Type: \_\_\_\_\_ I

Identification No: \_\_\_\_\_ I Telephone Number: \_\_\_\_\_ I

Signature & Date: \_\_\_\_\_ I

Affix  
Passport  
Photograph  
here

### f. Signatory II

Surname \_\_\_\_\_ First Name \_\_\_\_\_

Other Names \_\_\_\_\_

Class of Signatory: \_\_\_\_\_ I Identification Type: \_\_\_\_\_ I

Identification No: \_\_\_\_\_ I Telephone Number: \_\_\_\_\_ I

Signature & Date: \_\_\_\_\_ I

Affix  
Passport  
Photograph  
here

## 10. POWER OF ATTORNEY

### Attorney-in-fact/Agent's details

Surname

Other Name(s)

First Name

Title (Specify)  Gender F  M

Nationality

Country Code  Mobile Number 1

Country Code  Mobile Number 2

### Address

House Number

Street Name

City/Town

Local Govt. Area

State

Country

FOR BANK USE ONLY

Name

Signature

FOR BANK USE ONLY

Name

Signature







## 10. TERMS AND CONDITIONS

### ACCOUNT OPENING AGREEMENT

I/We ("Customer") hereby confirm and agree to the following terms and conditions in relation to all banking and other financial transactions between me/us and Fidelity Bank Plc ("the Bank").

I/We further agree that where the services to be provided by the Bank are not regulated by the terms and conditions of this Account Opening Agreement or any other Agreement including the Electronic Banking User Agreement, they shall be regulated by customary banking practices in Nigeria.

- I/We hereby apply to open an account for banking and related financial services of the Bank.
- I/We declare that the information given in this account opening form is true and accurate.
- I/We agree that any information found to be false, incorrect or misleading may cause the Bank to reject this application or close my/our account if it had been opened.
- I/We agree to promptly notify the Bank of any subsequent change in Customer's account details.
- The Bank will not establish or operate the requested account (s) unless and until it has received the required supporting documents for the account, a list of which has been provided to Customer and is included with this application form.
- The Bank is hereby authorized to undertake all "Know Your Customer" (KYC) procedures specified by applicable law and /or regulations and /or Bank policies including the confirmation of Customer's details and legal status at the appropriate government registry or parastatal. I/We hereby authorize the Bank to debit Customer's account without further notice to Customer for the attendant costs of such KYC procedures.
- The Bank may, without prior notice, impose or change the minimum balance requirements for Customer's account(s) or alter the applicable interest rate (s) for or the charges relating to such account (s) or any of them.
- The Bank is authorized to transfer money from any deposit or other account Customer maintains to any other account(s) Customer maintains with the Bank whose balance is below the required minimum.
- The Customer agrees that in addition to any general lien right of set-off or similar right prescribed by law, the Bank shall be entitled, without notice, to combine and consolidate all or any of Customer's account (s) including but not limited to cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to customer with the Bank (without any liabilities to the Bank) and/or to set off or transfer any or all amounts owed by Customer or related party to the Bank against any and all money which the Bank may hold for Customer's account or any other credit be it cash, cheques, valuables deposits, securities negotiable instruments or other assets belonging to Customer whether held on current, deposit, or other account whether in Naira or any other currency (hereinafter referred to as "foreign currency").
- When effecting any set-off the Bank shall be entitled at its absolute discretion, with or without notice to Customer to convert any Naira or foreign currency into the currency in which the amount owed was incurred at the applicable official exchange rate for the currencies in question prevailing in Nigeria at the time of such conversion.
- The Bank shall be and is hereby instructed to act on any instructions given on behalf of Customer for or in relation to Customer requiring foreign exchange including but not limited to: the purchase or sale of any foreign exchange; the opening from time of documentary letters of credit to the intent that this shall not be a general authority but shall require specific instructions; the signing and settlement of exchange contracts; and the signing and obtaining delivery of merchandise against trust receipts.
- Customer undertakes to provide all exchange control documents that would be required for any business requiring foreign exchange and further undertakes to indemnify the Bank for any loss, liability, damage or expenses resulting from the Customer's default.
- The Customer agrees to hold the Bank harmless and free from any responsibility for any loss of funds deposited with the Bank due to any future governmental order, law, levy, tax, embargo, exchange restriction or other cause beyond the Bank's control.
- The Bank shall be entitled to retain and not repay any amount whatsoever that is owed to Customer or which the Bank holds on Customer's behalf and until all amounts owed by Customer or the related party to the Bank have been repaid or discharged in full and, for so long as such amounts have not been discharged or repaid in full, the Bank shall be entitled to appropriate any amounts so owed to Customer or held on Customer's behalf in or towards the payment and discharge of the amounts owed by Customer or the related party to the Bank.
- Where the Bank, in the absence of any previous agreement as to rate of interest and costs and charges that will apply if Customer's account (s) or becomes overdrawn, in its absolute discretion allows Customer to make any drawing that results in Customer's account (s) becoming overdrawn, the Bank shall be entitled to charge such rate of interest and impose such charges as, in its absolute discretion, it considers appropriate in the circumstances and Customer agrees to pay such interest and charges to the Bank on demand.
- Where Customer gives any instruction for a payment (s) that in aggregate exceed (s) the amounts standing to the credit of Customer's account (s) against which payment is to be made, the Bank reserves the right to decline to carry out such instruction or where there is more than one transaction, to select the transaction that shall be executed without reference to the date of dispatch or time or receipt of Customer's instructions, if the Bank in its discretion makes any such payment for which Customer's account (s) is not funded, Customer shall repay the Bank whether or not the Bank makes a demand in addition to charges and interest accrued thereon.
- Where any uncleared effects credited to Customer's account (s) by the Bank is subsequently dishonoured and/or the Bank for any reason is required to repay to the paying banker or any other party all or any part of any amount credited to Customer's account (s), the Bank will be entitled to debit Customer's account(s) with the amount of such uncleared effects and/or repaid amounts plus accrued interest and applicable bank charges.
- Commission and charges shall be levied in accordance with the Bank's standard scale of charges in force from time to time and copies which are made available on request. The Bank reserves the right to amend its rates of interest in accordance with its standard scale of charges and /or conditions from time to time.
- Any communication by the Bank to Customer shall be deemed to have been made as soon as it is sent to the most recent address on the bank's mailing list in the case of a letter /mail or most recent telephone number in the case of a short message service (SMS) or most recent electronic mail address in the case of an electronic mail provided by Customer and the date indicated on the medium of communication (letter/mail, SMS or electronic mail) will constitute the date on which the communication was sent.
- Customer understands and acknowledges that electronic mail, facsimile and verbal communications are insecure transmission media. Where Customer advises the Bank to accept instructions in such manner, Customer undertakes to indemnify the Bank in full for any loss it may suffer or incur by reason of its honouring Customer's letter, electronic mail, facsimile or verbal instructions, irrespective of whether same are erroneous, fraudulent or issued otherwise than in accordance with the mandate for Customer's account(s).
- Where any and all payment instructions are issued in accordance with the Customer's account(s) mandate and which bears or purports to bear the facsimile or electronic mail signature of the person(s) whose specimen signatures have been provided to the Bank by the Customer, the Bank is hereby authorized to honour and to debit the Customer's account(s), for any and all payment instructions/ confirmations issued or provided by Customer using a pre-agreed format for same which may include but is not limited to oral or written instructions/confirmations and where given orally such oral instruction may if previously agreed involve the use of specific password (s) and when given in writing may be given by letter, facsimile or electronic mail.

- The Bank is authorized to debit Customer's account (s) with the cost incurred in respect of the issuance of the cheque book (s) for Customer's account and in respect of the use of the Bank's SMS alert service and other services provided by the Bank to the Customer.
- All funds standing to Customer's credit are payable on demand only in such local currency as may be in circulation.
- Until the Bank receives any written notice by way of the Customer to the contrary, the Bank is instructed to honour signature (s) appearing on the signature card or account(s) for all purposes on the Customer's account.
- Neither the Bank nor its staff shall be liable for any loss arising as a result of the authority given to the bank on cheque confirmations.
- The Customer hereby undertakes and agrees to indemnify the Bank upon demand in writing by the Bank or through the Bank's representatives /agents for any loss the Bank may incur in the event that the Customer's cheque is returned unpaid by the paying Bank and also will pay interest at prevalent rate in the event that the Customer has drawn on account before the cheque is returned unpaid, and to provide the Bank with a replacement cheque not later than three (3) working days after the date of service of notice of cheque's return. This indemnity is to be a continuing security for each clearing cheque deposited by the Customer
- Customer agrees to assume full responsibility for the genuineness or correctness and validity of all endorsements appearing on all cheques, orders, bills, notes, negotiable instruments, receipts and/or other documents deposited in Customer's account(s).
- Customer agrees that the Bank is under no obligation to honour any cheque (s) drawn on the Customer's account(s) unless there are sufficient funds in the account to cover the value of the said cheque (s) and the Customer understands and agrees that any such cheque (s) may be returned to the Customer unpaid, but if paid, the Customer is obliged to repay the Bank on demand.
- If a cheque credited to Customer's account (s) is returned dishonoured, the same may be transmitted to Customer's last known address either by bearer or by post.
- Customer notes that the Bank will accept no liability whatsoever for funds handed to members of the Bank's staff outside banking hours or outside the Bank's premises.
- Customer agrees that any disagreements with entries on the Customer's bank statements will be made by the Customer within fifteen (15) working days of the dispatch of the bank statements. Failing receipt by the Bank of a notice of disagreement of the entries within fifteen (15) days from the date of dispatch of the Customer's bank statements as rendered is correct.
- Customer agrees 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 Machine (ATMs), and Money Transfer Services.
- Where any of the Conditions or the provisions specified herein are invalid, illegal or unenforceable in any respect under the law, the validity, legality and enforceability of the remaining conditions and/or provisions contained herein shall not in any manner be affected or impaired thereby.
- No failure or delay in exercising any right, power or privilege vested in the Bank by these conditions shall operate as a waiver thereof neither shall any partial exercise of such right, power or privilege preclude any other or further exercise thereof.
- I/We agree that you may at your absolute discretion close at any time my account(s) with you.
- The Customer acknowledges that the Bank consults with various credit bureaus and reference agencies, and may be required to disclose the Customer's information to these credit bureaus for the purpose of conducting checks on the Customer. The Customer hereby irrevocably and unconditionally grants his /her/its consent to the Bank and expressly authorizes such disclosure of any or all information on his /her/its account(s)/ transaction(s) with the Bank, to such credit bureau and reference agencies whether based locally or abroad, including information on the Customer's Directors and other personnel, transactions and conduct on the Customer's account together with details of any non-payment or delayed payments as the Bank may deem necessary. The consent herein given discharges the Bank from all liabilities, claims, and damages for such disclosure made by the Bank to any credit bureau pursuant to the consent herein granted.
- Where these conditions are signed by or on behalf of more than one person whether individually, jointly or as legal person or juristic person as the Customer, all of such persons are bound by these terms and conditions.
- 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.

### ELECTRONIC-BANKING USER AGREEMENT

#### A. Terms of Services

Fidelity Electronic Banking Services include but are not limited to the Bank's Internet Banking, Automated Teller Machine (ATM) Services, Electronic Fund Transfer and Short Message Service (SMS) Alerts ("the Service" or "e-banking") provided to registered users of the Service. By using Fidelity e-banking, you agree to be legally bound by this Fidelity e-banking User Agreement (the "User Agreement") and Fidelity Bank terms of service if you do not agree to this user agreement please do not use Fidelity e-banking. We reserve the right, at our discretion to change, modify, add, or remove portions of this user agreement at any time. Please check these terms periodically for changes. Your continued use of Fidelity e-banking following the posting of changes to these terms will mean you accept those changes. You can always check out the most current version of the agreement on this page. We will do all we reasonably can do to prevent unauthorised access to your account and to make sure they are secure.

#### B. General terms of service and restrictions on use of materials

If you do not comply with the user agreement at any time, Fidelity Bank reserves the right to terminate your account and your access to Fidelity e-banking. Fidelity Bank may discontinue or alter any aspect of Fidelity e-banking, including, but not limited to (i) restricting the time Fidelity e-banking is available, (ii) restricting the amount of use restricted, and (iii) restricting or terminating any user's right to use Fidelity e-banking, at Fidelity Bank's sole discretion and without prior notice or liability. You are responsible for all charges associated with connecting to Fidelity e-banking through an available access number. You are also responsible for obtaining or providing all access lines, telephone and computer equipment (including modem) or other device, necessary to connect to Fidelity e-banking.

If you use the Service, your computer and internet settings must meet any reasonable requirements we may set; you must carry out your own regular virus checks; and you must not change or copy any software we provide or give same to another person.

In order to permit Fidelity Bank to protect its reputation, employees, affiliates, partners, stakeholders, members and the quality of its products and services, you hereby consent to Fidelity Bank Support Group, being able to access your account and records on a case by case basis to investigate complaints or allegations of fraud or illegal or misleading activity, or abuse. Fidelity Bank shall not disclose the existence or occurrence of such an investigation unless required by law.

You acknowledge that Fidelity e-banking contains information, software, test, graphics, music, sounds or other material (collectively "Content") that are protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed.



## 10. TERMS AND CONDITIONS (continues....)

All Content is copyrighted as a collective work under the copyright laws and Fidelity Bank owns a copyright in the selection, coordination, arrangement and enhancement of such content. The Fidelity Bank name and logo are trademarks of Fidelity Bank. All other trademarks appearing on Fidelity e-banking are trademarks of their respective owners; Fidelity Bank's partners may also have additional proprietary rights in the Content which they make available through Fidelity e-banking. You may not modify, publish, transmit, participate in transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part.

### C. Account Password and Security

To open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the registration process. You may be required to choose a password and an account name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account.

When we contact you, or you contact us, we need to check your identity before you can give us instructions or before we can disclose or discuss confidential information about your accounts. To do this you must complete a security procedure we have agreed with you personally. The security procedure includes the use of a user identity number we give you, and a password and memorable information you choose, or where we have provided you with one, an access code device, which generates a unique number to enter when requested; and in the case of your debit or credit card, your Personal Identification Number (PIN) and your Card Verification Value (CVV) (your 'Security Details').

As long as we have confirmed your identity by completing the agreed security procedure, we will assume that we are dealing with you and that you have agreed to us disclosing information and acting on any instructions without getting further confirmation from you.

When you give us instructions using the Service, we will ask you to check and confirm your instructions using the security procedure. For additional security, we may also call you when you give us instructions, for example when setting up a payment to a new recipient or when you are using the platform from an unusual location or region. You will need to confirm your instructions when we call by entering the security details we provide you. You are responsible for checking your instructions are correct.

You will need to provide us with at least one telephone number so we can contact you under the condition above to confirm your instructions, otherwise, we will not be able to carry them out. You can view and amend your contact details at any time

You must:

- a) follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised access to your accounts;
- b) not let anyone else use your Security Details, not even someone sharing a joint account with you as he or she will need to use his or her own;
- c) keep your Security Details secure and, where relevant, protect them from damage;
- d) log off each time you finish using the Service (for your security, we will automatically log you off the Service if there has been no activity on the Service after a short period);
- e) do all you reasonably can to make sure no one finds out your Security Details, for example by not:
  - (i) choosing an obvious password or memorable information as part of your Security Details, such as your date of birth;
  - (ii) writing your Security Details on documentation that relates to your account;
  - (iii) writing down your Security Details in a way that is recognisable; or
  - (iv) recording your Security Details in software which retains it automatically such as internet browser "remember password" features.

You agree to notify Fidelity Bank immediately of any unauthorized use of your account or other breach of security.

You must change your Security Details for using the Service or tell us as soon as you can by calling our helpdesk or visiting one of our branches if you:

- a) think that your Security Details have been lost, stolen, damaged or are being misused;
- b) think someone may be accessing your accounts without your authority; or
- c) think that someone has discovered your Security Details.

If you elect to register to use Fidelity e-banking you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by Fidelity e-banking registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it accurate. If you provide any information that is untrue, inaccurate or incomplete or Fidelity Bank has reasonable grounds to suspect that such is the case, Fidelity Bank has the right to suspend or terminate your account without notice to you and refuse any and all current or future use of Fidelity e-banking (or any portion thereof).

### D. Illegal Activities

Fidelity Bank reserves the right to immediately suspend, terminate, access and investigate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any fraudulent or illegal activities.

In addition, because of the difficulty associated with quantifying damages, if actual damages cannot be reasonably calculated then you agree to pay Fidelity Bank liquidated damages of N 150,000 for each piece of transaction from or otherwise connected with your account or the maximum liquidated damages permitted under the law, whichever is greater, otherwise you agree to pay Fidelity Bank's actual damages, to the extent such actual damages can be reasonably calculated.

### E. Disclaimer

Fidelity Bank utilizes diligent efforts to maintain Fidelity e-banking, but Fidelity Bank is not responsible for any defects or failures associated with Fidelity Bank or any damages (such as lost profits or other consequential damages) that may result from any such defects or failures.

### Please Note the Following Important Disclaimers Or Warranties

Fidelity e-banking is provided 'as is' and you use it at your sole risk. Fidelity 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. Fidelity Bank does not make any warranty that Fidelity e-banking will meet your requirements, that it will be uninterrupted, timely, secure or error free, or that the quality of any products, services, information, or other material obtained through the Fidelity e-banking will meet your expectations. Any material downloaded or otherwise obtained through the use of Fidelity e-banking is done at your sole risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. Furthermore, please note that no advice or information, obtained from you by you from Fidelity Bank or through the Fidelity e-banking shall create any warranty not expressly provided for in this user agreement.

### F. Limitation of liability

You expressly understand and agree that Fidelity Bank shall not be liable for any direct, indirect incidental, special, consequential or exemplary damages including but not limited to, damages for loss of profits, goodwill, use, data or other tangible losses (even if Fidelity Bank has been advised of the possibility of such damages), resulting from (i) the use or the inability to use Fidelity e-banking (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from Fidelity e-banking (iii) unauthorized access to or alteration of your transmissions of data (iv) statements of conduct of any third party on Fidelity e-banking; or (v) any other matter relating to the Fidelity e-banking or operation of the Fidelity Bank sweepstakes. In no event shall Fidelity Bank's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence) or otherwise exceed the amount paid by you, if any, for accessing this site.

We will not be liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures.

You agree that any and all disputes which cannot be resolved between the parties, and causes arising out of or connected with Fidelity e-banking, shall be resolved individually, without resort to any form of class action.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages.

Accordingly, some of the above limitations may not apply to you.

### G. Indemnification

You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities which occur under your account. You agree to indemnify, defend and hold harmless Fidelity Bank its, affiliates and subsidiary companies, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and /costs (including, but not limited to, attorney fees) arising from you use of our services, your violation of the user agreement or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. You agree to immediately notify Fidelity Bank of any unauthorized use of your account or any other breach of security known to you.

### H. Termination and modification

You agree that Fidelity Bank, in its sole discretion may without prior notice to you, suspend or terminate your password, account (or any part thereof) or use of the Fidelity e-banking, and remove and discard any content within Fidelity e-banking, for any reason, including, without limitation, for lack of use if Fidelity Bank believes that you violated or acted inconsistently with the letter or spirit of this User Agreement. Fidelity Bank may also in its sole discretion and at any time discontinue providing Fidelity e-banking, or any part thereof, with or without notice. You agree that any termination of your access to the Fidelity e-banking may immediately deactivate or delete your account and all related information and files in your account and /or bar any further access to such files or the Fidelity e-banking. Further, you agree that Fidelity Bank shall not be liable to you or any third party for any termination of your access to Fidelity e-banking.

### I. Non-use of Account

Unless you have Fidelity e-banking account set up for you, Fidelity Bank may terminate your login account and delete all transactions, files and correspondence in your account without prior notice to you if you have not logged into or accessed your account for ninety consecutive days.

### J. Variation

The Bank may vary the terms of this Agreement at any time without notice to you. Notification of any such variation shall be either in writing or by publication thereof, by such means as Fidelity bank may select and a variation so notified shall bind you.

### K. Violation of the user agreement

Should you violate this user agreement or any other rights of Fidelity Bank and or the Fidelity e-banking, Fidelity Bank reserves the right to pursue any and all legal and equitable remedies against you, without limitation, terminating any and all user accounts for any of the Fidelity e-banking.

### L. Governing Law and other miscellaneous terms

These terms shall be governed by and construed in accordance with the laws of Nigeria, without giving effect to principles of conflicts of law. You agree that any action at law or in equity arising of or relating to these terms shall be filed only in the state or federal courts located in Nigeria and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

If a fraudulent activity is associated with the operation of your account, you agree that we have the right to apply restrictions to your account and report to appropriate law enforcement agencies

This is the entire agreement between you and Fidelity Bank relating to the subject matter herein and shall not be modified by you except in writing, signed by both parties. The User Agreement will inure to the benefit of Fidelity Bank's successors, assigns and licensees.