Personal Customer Agreement

This Agreement is between us, Barclays Bank of Ghana Limited and you, our personal banking customer. You are:

- an individual acting in your personal capacity or running a small business as a sole proprietor; or
- two or more individuals operating a joint account in your personal capacities or running a small unincorporated business like a partnership.

This Agreement covers all our banking products and services for you in your personal capacity or as required for your small, unincorporated business [except Islamic banking]. Some products and services require an additional agreement to be read with this Agreement.

This Agreement does not cover our business or corporate banking products and services.

We will provide information to you about the prices and benefits of our products and services before you agree to take them.

Your Risks
Please pay extra attention to text highlighted in a box like this to emphasise a risk that we wish to draw to your attention.

Parts of this Agreement

I. Bank accounts
II. Your banking
III. General

I. Bank accounts

This Part I of the Agreement covers your bank accounts. In this Agreement ‘your Account’ refers to any bank account that you have with us.

1. Account statements

We will send you account statements to your email address or if you prefer you can approach any branch and request a copy of your statement. Your bank statement is the official record of your Account. You agree to check your bank statements promptly and to let us know if you think anything may be incorrect.

2. Fees

You agree to pay:

- a monthly fee for your Account which is debited to your Account monthly in arrears; and
- fees for transactions which are debited to your Account either at the time of the transaction or monthly in arrears.

Applicable fees are contained in our Pricing/ Tariff Guide a copy of which is attached to this Agreement and is available at your request from any branch.

We offer a range of price and benefits choices from which you select the one most suitable for you.

We can change our fees by notifying you in writing (via sms and notices displayed in our branches) within 14 days of the change taking effect.

3. Maintaining a credit balance

Unless we have granted you a credit facility on your Account, you agree to maintain a credit balance at all times.

We may, in our sole discretion, allow you to have a debit balance within a limit and for as long as appears appropriate to us as an informal credit facility to assist you on a short term basis.

You agree to pay interest and or fees on any debit balance that arises as specified in the [Pricing/ Tariff Guide]. Interest is charged on a debit balance daily at the end of the day and is debited to your Account monthly in arrears. Fees are debited at the time of the transaction to which they relate, or monthly in arrears.
4. **Cheques**

If we issue you with a book of cheques you agree to:
- keep them securely in your possession;
- notify us if you lose them, or you know or suspect that your cheques have been stolen, forged, or fraudulently altered;
- take reasonable care to safeguard your cheques and to write them in a manner least likely to permit a fraud; and
- not to allow anyone to sign cheques on your behalf (other than someone duly authorised under a power of attorney registered with us).

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<th>Cheques Risk</th>
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<tr>
<td>You agree that we shall pay cheques presented to us drawn on your Account that appear upon reasonable inspection, to bear your signature, and appear otherwise to be in order.</td>
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5. **Set Off**

We may set-off a credit balance in any of your Accounts against amounts that are due and payable from you to us.

6. **Dormant accounts**

If you do not use your Account for a continuous period of 24 months your account may become ‘dormant’. This means that you are unable to use the Account or access any credit balance in your Account until you have contacted us and claimed the dormant balance. We may ask you for information and documents to support your claim.

We will give you at least one month’s written notification (via sms) before your Account becomes dormant.

When you claim a dormant balance we will add interest to your balance if you would have earned interest had your Account not become dormant. If the particular interest terms that last applied before your Account became dormant have ceased to be offered, the amount of interest will be the amount that we paid on similar accounts and balances in the relevant period.

7. **Closing your Account**

Unless an agreement relating to a particular product or service says otherwise, you can close your Account at any time provided you first settle any debit balance owing.

8. **Telephone, Online, Fax or email instructions**

We may allow you at your risk to give us instructions by telephone, online, fax or email. To keep your money safe, and to avoid mistakes, we will only follow telephone, online, fax or email instructions if we think they are complete, clear and come from you.

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<th>Risk of telephone, online, fax or email instructions</th>
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<tr>
<td>Unless an instruction is obviously wrong, we will assume that you have given us the right information (and in particular will assume the account number you have given is correct) and we will not be responsible for acting on such instructions.</td>
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Telephone, online, fax or email instructions carry a higher risk of fraud and disputes.
9. Joint Accounts

This Agreement applies to everyone named on your joint Account, together and as individuals.

Any of you can give us instructions about your joint Accounts. However, if there is a dispute between you that we know about, we may insist that you all jointly give us instructions and cancel your debit or credit cards and suspend your Internet Banking or Mobile Banking access.

[If one of you dies, the survivor(s) may continue to operate the Account, and the Account will not be part of the deceased person’s estate.]

Risk of Joint Accounts
If you owe us money on any joint Account or joint credit facility we can recover the full amount from any one named on your joint Account.

II. Your banking

This Part II of the Agreement covers different ways to carry out your banking.

You use:
- a debit card to transact on your Account;
- a credit card to carry out transactions using a credit facility;
- Internet Banking and Mobile Banking to access and transact on your Account via the internet or cell phone;
- CashSend to transfer money within Ghana to a recipient who withdraws the money at one of our ATMs
- SMS Alert to stay up to date with transactions on your Account;
- an e-Wallet to carry out transactions using your e-cash; and
- an eZwich card to carry electronic transactions at any eZwich point of sale terminal or ATM.

If you have a credit card you will also be required to enter into a credit card facility agreement with us.

In this Part we refer to debit and credit cards together as 'your Card', and ‘Account’ refers to a credit card account as well as a bank account.

1. Your Card

You may use your Card to withdraw cash, deposit money, transfer money, and pay for goods and services where your Card is accepted as a means of payment. Your Card expires on the date shown on the Card.

When your credit card facility agreement ends or your Account to which your debit card is linked is closed you agree to destroy the Card by cutting it up. See below the risks to you of someone using your Card, including one that you fail to destroy.

2. Authorising Card transactions

You authorise Card transactions in your presence by presenting your Card and signing a transaction slip, or by presenting your Card and entering your personal identification number, called a PIN, into a point of sale terminal.

Risk of Card transactions authorised remotely
You authorise Card transactions remotely without presenting your Card (e.g. by telephone or over the internet) by providing your Card number, its expiry date, and its security number. This carries a higher risk of fraud and disputes than when you authorise Card transactions in your presence.

3. Keeping your Card secure

You agree:
- to sign your Card on the signature strip on the reverse side as soon as you receive it;
4. Internet Banking and Mobile Banking

Internet Banking and Mobile Banking enables you to transact on your Account via the internet or cell phone [and by using a downloaded application on a smartphone, tablet, or similar device], which you may need to upgrade from time to time to continue to access Internet Banking and Mobile Banking.

5. CashSend

CashSend enables you to transfer money within Ghana via Internet Banking, Mobile Banking or at one of our ATMs to a recipient with a Ghana cell phone number who withdraws the amount transferred at one of our ATMs.

If the recipient does not withdraw the funds within 7 days after you make a transfer the amount you intended to transfer will be credited back into your Account, without interest.

6. SMS Alert

If you take up SMS Alert, our messaging service, we will send you an SMS message or email to notify you of transactions on your Account when we become aware of them, which may not always be on the same day that the transaction occurred.

7. Your PIN and Password [, and CashSend code]

We give you a PIN to help prevent anyone else from using your Card or accessing your Account via Internet Banking and Mobile Banking. You also choose a password to help prevent anyone accessing your Account via Internet Banking and Mobile Banking. You agree not to disclose your PIN or password to anyone.

[When you use CashSend to transfer money the recipient withdraws it from one of our ATMs by entering the amount, a reference number that we send by SMS, and an access code that you select. You agree not to share the amount of the transfer of the access code with anyone other than the recipient. It is your responsibility to provide the correct cell phone number for our SMS.]

8. When your Card, Internet Banking, or Mobile Banking is at Risk

The security of your Card is at risk if you lose it, or if it is stolen, or if someone else uses it.

The security of your Internet Banking or Mobile Banking is at risk if someone knows your PIN or password.

You agree to tell us straight away if the security of your Card, Internet Banking or Mobile Banking is at risk by calling us on +233 302 42 91 50, and to retain the reference number that we give you.

If you tell us that your Card is at risk we will cancel it.

If you tell us that your Internet Banking or Mobile Banking is at risk we will suspend your service.

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**Risks of someone else using your Card, Internet Banking or Mobile Banking - 1**

If someone uses your Card or accesses your Account via Internet Banking, or Mobile Banking before you have told us that your Card, Internet Banking or Mobile Banking is at risk, you will be responsible for all expenditure incurred on your Card and all transactions on your Account by Internet Banking or Mobile Banking until you tell us that your Card, Internet Banking or Mobile Banking is at risk.

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**Risks of someone else using your Card, Internet Banking or Mobile Banking - 2**

If someone uses your Card or accesses your Account via Internet Banking, or Mobile Banking after you have told us that your Card, Internet Banking, or Mobile Banking is at risk, you will be responsible for all expenditure incurred if and to the extent that:

- you used your Card, Internet Banking, or Mobile Banking; or
- allowed your Card, Internet Banking, or Mobile Banking to be used by someone else; or
- you were careless about the security of your Card or your PIN or your Internet Banking, or Mobile Banking password and this contributed to your Card, Internet Banking, or Mobile Banking being used by someone else; or
- you accessed Internet Banking, or Mobile Banking using a device which has had its security features deliberately tampered with or disabled.
We may set limits on the value of transactions permitted on your Card or via Internet Banking, and Mobile Banking. [You may set lower limits for your protection or ask us for higher limits.]

9. Card, Internet Banking, Mobile Banking and CashSend payments

There are limited circumstances in which you may be able to reverse payments for goods and services that you have bought using your Card, subject to card issuer rules.

Risk of making incorrect Internet Banking, or Mobile Banking payments

We cannot cancel or reverse Internet Banking, or Mobile Banking payments, even if you enter an incorrect amount, Account number or branch clearing code.

You acknowledge that we do not check whether the beneficiary details that you enter are correct.

Risk of someone other than the intended recipient receiving your CashSend transfer

We cannot cancel or reverse CashSend transfers. The person who knows the amount of the transfer, the reference number that we send by SMS, and the access code that you select can withdraw the amount transferred. This could happen, for example, if you give us the wrong cellphone number for our SMS and send the amount of the transfer and access code to the same number.

If you fear that someone other than the intended recipient may be able to withdraw your CashSend transfer you can cancel the transfer before the money is withdrawn on the channel (Internet Banking, Mobile Banking or ATM) that you used to make the transfer.

10. Automated Records of your Card transactions

When you use your Card in a machine (e.g. ATM or point of sale terminal) it makes a record of your transaction and passes the payment information to be debited or credited to your Account.

You agree to rely on this automated process unless you can show on reasonable grounds that the transactions appearing on your Account statements are incorrect.

11. Other users

We may, at your request, issue additional:
- debit cards to allow others to transact on your Account;
- credit cards to allow others to use your credit facility; or
- Internet Banking, or Mobile Banking access to allow others to transact on your Account.

This Agreement applies to any additional Cards, Internet Banking or Mobile Banking access that we issue at your request. You agree that you are responsible for ensuring that any additional Card issued or Internet Banking or Mobile Banking access granted is used in accordance with this Agreement.

Risk of additional users

You are responsible for all expenditure that is incurred on any additional Card or by any additional Internet Banking or Mobile Banking access as if it was on your Card, your Internet Banking or Mobile Banking access.

12. Using your Card, Internet Banking or Mobile Banking for gambling and lotteries

To comply with Ghana lotteries and gambling laws you agree not to use your Card, Internet Banking, or Mobile Banking to participate in lotteries or gambling activities that are not authorised under Ghana gambling laws.

13. Using your Card, Internet Banking, or Mobile Banking and SMS Alert outside Ghana

You may not be able to use your Card, Internet Banking, or Mobile Banking outside Ghana to the same extent or in the same way as you use them in Ghana. Fees for cash withdrawals will likely be higher, including the charges of the foreign bank that operates an ATM from which you withdraw cash.
When you withdraw cash or use your Card or to pay for things in a foreign currency the payment will be converted into **Ghana Cedis** at our prevailing rate for personal banking customers at the time that the transaction is processed to your Account, and you may be charged a fee for the currency conversion.

When you make a payment to or receive money from another country via Internet Banking, or Mobile Banking you may have to comply with exchange control requirements. You will only receive SMS Alert messages outside **Ghana** if you have applied for international roaming services with your cellphone service provider.

The authorisation amount received via SMS Alert for a Card transaction in a foreign currency may differ from the amount reflected on your statement because of changing exchange rates and currency conversion fees.

14. **Ending your Cards, Internet Banking, Mobile Banking and SMS Alert**

You can tell us at any time that you no longer wish to use the Internet Banking, Mobile Banking or SMS Alert services.

Your debit card, Internet Banking, Mobile Banking and SMS Alert end automatically when the Account to which they are linked is closed.

Your credit card ends automatically when the credit card facility to which it is linked ends.

15. **Requesting for additional products**

You may request for additional products via email, telephone, online or fax. We will only accept such email, telephone, online or fax instructions if your contact details are the same as are on your earlier application form.

III. **General**

1. **Keeping your contact details up to date**

You agree always to provide to us:
- your current residential address (and a P.O. Box number as your postal address if you do not want mail delivered to your residential address);
- a functioning telephone number at which we can reach you; and
- a functioning email and cell phone number if you have a product or service that requires them.

You agree that we may use any of the contact details that you have last provided to us for all legal purposes.

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<th>Contact details – your risk</th>
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<tr>
<td>If you do not keep your contact details up to date and ensure any cell phone number or email address that you have provided to us is functioning you risk not receiving important communications from us that may affect your legal position.</td>
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2. **Delivery of communications**

You agree as follows:
- When we send items to you by post they are deemed to be delivered within 4 days after the date of posting (the ‘Post Delivery Period’), and when we send you emails, SMSs, or other electronic messages, they are deemed to be delivered by the end of the day after we send them (the ‘Electronic Communication Delivery Period’), unless you can on reasonable grounds show otherwise.

  - if you say that you did not receive a communication from us or received it later than the Post Delivery Period in the case of an item sent by post, or the Electronic Communication Delivery Period in the case of an email, SMS, or other electronic communication, and you cannot show on reasonable grounds that you kept your contact details up to date and ensured any cell phone number or email address that you have provided to us was functioning at the relevant time,

  - then where our Agreement or an agreement for one of our products or services provides for us to notify you of something in writing that takes effect on delivery of the notification, or when a period has elapsed after delivery of the notification, the notification will take effect in accordance with the Post Delivery Period or the Electronic Communication Delivery Period, as applicable.
3. Business Days

In this Agreement and our agreements for particular products and services the term ‘business day’ means any day other than a Saturday, Sunday or public holiday in Ghana.

4. How we treat your personal information

We are a member of the Barclays Group. We collect and process personal information from you and share it with:
- the Barclays Group and its service providers for the purposes of providing our products and services to you and to comply with the legal and regulatory obligations of the Barclays Group;
- any party to whom we assign our rights under this Agreement or any of our agreements for particular products and services;
- our regulators and authorities; and
- credit reference agencies or credit bureaus for the purposes of our credit assessments and so that these agencies or bureaus can maintain and provide to others a credit profile about you and possibly a credit score on your credit worthiness.

We are responsible for ensuring that your personal information is processed lawfully and in a reasonable manner that does not infringe your privacy.

Your personal information will not be disclosed to anyone else without your consent unless the Barclays Group is legally required or permitted to disclose it.

5. Financial crime, international sanctions, and prohibited business activity

As a member of the Barclays Group we operate controls, and safeguards relating to international sanctions, the detection and prevention of financial crime, and prohibited business activity both within and outside Ghana which may delay or prevent us from providing our products and services to you, or require us to terminate this Agreement and our agreements for particular products and services (subject to any restrictions imposed by law) without prior notice to you.

You agree to provide information and documents about yourself and about your banking transactions reasonably required to assist us in operating the controls and safeguards.

7. Service outages

Our products and services rely on technological infrastructure (e.g. ATMs, point of sale terminals, and computer systems).

You understand and accept that service outages occur.

During a service outage it may not be possible for you to use our products and services, and there may be delays in your transactions being processed and being reflected in your Account statements.

8. Our partners' services

We agree with commercial partners that they will provide complimentary services to you with some of our products and services, or that they will offer you their services on special terms.

Our partners are solely responsible for their services and their terms and conditions will apply.

9. Changing our Agreements

We can change this Agreement by giving you reasonable written notice (in our banking halls or via sms, email, internet banking, our website, ATMs) before it comes in to effect.

Our branch and contact centre employees do not have authority to change our Agreement or our agreements for particular products in their interactions with you except for authorised staff who may agree the re-arrangement of your financial obligations under a credit facility.

Any change to our Agreement or an agreement for a particular product or services that our authorised staff agree with you, must be in writing.
The changes that we can make to our products and services agreements and the manner in which changes are made may be prescribed or limited by law; details are set out in the agreement for the particular product or service.

If you continue to use a product or service after a change comes into effect, the change will apply to you.

10. Duration of this Agreement

This Agreement will continue while you have one or more of our products or services.

After you have ceased to have a product or service from us your obligations under this Agreement will continue until you have paid all your outstanding financial obligations to us.

We can end our Agreement and (subject to any restrictions imposed by law), our agreements for particular products and services without prior notice to you if we find that you have given materially inaccurate information about you or it is otherwise necessary to protect our interests.

Our obligations to you under this Agreement relating to how we treat your personal information and dormant accounts continue after you have ceased to have a product or service from us.

11. Collection Costs

If you do not repay your credit facility, you will be responsible for collection costs, including for example:
- fees payable to the collections agency.
- skip tracing costs
- revaluation fees.
- security realization costs
- legal fees

You agree that we may debit the collection costs to the bank or credit card account upon which the relevant default has arisen, and that the costs will be added to and form part of the outstanding balance.

The collections costs described in this paragraph are referred to as ‘Costs’ in our credit agreements.

12. When we do not use our rights

If we do not always use all our rights, it does not mean we have given them up.

13. Transferring Agreements

We may transfer our rights and obligations under this Agreement and our agreements relating to particular products and services to third parties.

This Agreement and your product and service agreements are personal to you and you may not transfer them to anyone else without our written consent.

14. If you do not comply with the terms of this Agreement

If you do not comply with the terms of this Agreement:
- we may end our services covered in Part I (Bank accounts) and Part II (Your banking) by written notice to you taking effect on delivery of the notification,
- take action to recover any outstanding debt owed by you to us, and
- we may end our agreements with you for particular products and services as set out in the relevant agreement.

15. Conflicts with other agreements

If there is a conflict between this Agreement and an earlier continuing agreement for one of our products or services, the terms of this Agreement will prevail.

16. Certificates

A certificate provided by one of our managers is sufficient evidence of any amount that you owe us.
A certificate provided by the administrator maintaining our digital content that you access via the internet is sufficient evidence of the version of the content as at a stated date and time.

17. Commencement

This Agreement comes in to effect from the date we provide it to you.

18. Acceptance

18.1 By taking up or continuing to use our personal banking products and services you agree to the terms set out in this Agreement.
18.2 This Agreement replaces the terms and conditions that applied to products and services covered in Part I (Bank accounts) and Part II (Your banking) that you took up before the Commencement Date.
18.3 This Agreement does not apply to:
- credit agreements entered into before the Commencement Date; or
- products and services that you took up before the Commencement Date that are not covered in Parts I (Bank accounts) and Part II (Your banking) of this Agreement.

19. Governing law

This Agreement and our agreements for particular products and services are governed by the laws of Ghana.

20. Complaints and dispute resolution

If you have a complaint or a dispute with us you can:
- complain to us (Complaints line + 233 302 42 91 50);

21. Important contact details

Email: service.excellence@barclays.com
Lost/ stolen Debit card or PIN: + 233 30 242 9150 / Vodafone Toll Free 0800 222 333
Lost/ stolen Credit card or PIN: + 233 30 261 1700 / + 233 30 266 5038