



# GCB Internet Banking Individual Application Form

Full Name of Customer										
Any Former Name(s)		Date of Birth	D	D	M	M	Y	Y	Y	Y
Postal Address										
Residential Address										
Email Address										
Nationality										
Profession/ Occupation										
Telephone Number(s)										

Please state all your GCB account numbers and indicate by checking which ones(s) you want to be linked to this service.

Account Name(s)	Account Number(s)	Tick
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

I have carefully read and accepted the GCB Internet Banking Customer Terms & Conditions (overleaf).

(Where the form is submitted at another branch instead of one's branch, an ID - Passport / Voter's / Driver's License will have to be provided)

Applicant's Signature \_\_\_\_\_

Date 

D	D	M	M	Y	Y	Y	Y
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FOR BANK USE ONLY			
Branch Name		Customer ID	
Signature Verified by		Signature	
	(Name)		
Authorised by		Signature	

## **GCB INTERNET BANKING TERMS & CONDITIONS**

### **DEFINITIONS**

In this Terms & Conditions the following expressions shall have the following meaning:

- **“the Bank”** means GCB Bank Ltd (GCB).
- **“the Customer”** means a Customer of GCB Bank Limited who is now or henceforth registered on the GCB Internet Banking Service
- **“the Service”** means the GCB Bank Internet Banking Service.

In consideration of the Bank allowing the Customer access to the Services, the Customer agrees with the Bank as follows:

### **1. HARDWARE AND SOFTWARE REQUIREMENT**

- a) The Customer shall access the Service by use of a device such as a personal computer, mobile phone or similar technology and the necessary browser software and hardware, connected to the Customer's preference of telephone service and internet access service.
- b) The Customer shall remain solely responsible for the purchase and maintenance of the device and associated browser hardware and software.

### **2. CONFIDENTIALITY**

- a) The Customer shall initiate all Internet Banking transactions or inquiries by use of his/her internet and mobile banking password or PIN.
- b) The Customer shall not create a password or PIN that will be easy for others to determine. It is advisable to use a combination of upper and lowercase letters, numbers and characters applicable to the Services.
- c) The Customer shall keep his / her password or PIN confidential.
- d) The Customer shall not give or disclose his/her password or PIN to anyone, unless the Customer intends to allow that person access his/her account.
- e) The Customer shall not write his/her password or PIN in an open place to prevent a third parties have access to his/her password or PIN.
- f) The Customer shall change his/her password or PIN immediately it comes to the notice of a third party.
- g) Where a Customer notifies the Bank of his intention to change his/her password or PIN resulting from memory loss, the Bank shall with the consent of the Customer immediately delete the old password or PIN and then allow the Customer to enter a new password or PIN PROVIDED THAT the Bank shall not be responsible for any loss that occurs between the period of such memory loss and the time that a new password or PIN is entered by the Customer.
- h) The Bank is exempted from any liability whatsoever for complying with any or all instruction(s) given by the means of the Customer's password or PIN, if in any way the password or PIN comes to the notice of a third party.

- i) The use of the Customer's password or PIN by him/her or by any other person with his/her authorisation shall be considered the same as the Customer's written signature authorising the Bank to complete any transaction or request communicated through the Services.
- j) The Customer shall be responsible for any instruction(s) given through the Customer's password or PIN. Accordingly, the Bank shall not be responsible for any fraudulent, erroneous or duplicate instructions given through the Customer's password or PIN.
- k) Sharing of the Customer's password or PIN is strongly discouraged by the bank, and shall be done at the Customer's sole risk and peril.
- l) The Customer shall exit the Service after he/she has finished viewing his/her account, and close his/her browser page.
- m) The Customer shall not leave his/her computer or mobile phone or similar technology refer to in 1(a) for accessing the Services at any place where a third party may have access to them to enable the third party have access to the Customer's account.

### **3. CUSTOMER'S RESPONSIBILITIES**

- a) The Customer shall be absolutely responsible for safeguarding his/her password or PIN. Accordingly, the Bank is expressly exempted from any liability arising from unauthorised access to the Customer's account as a result of the Customer's failure to safeguard his/her password or PIN.
- b) The Customer shall ensure the secrecy of his/her password or PIN. Accordingly, the Bank is expressly exempted from any liability arising from the Customer's breach of duty of secrecy.

### **4. CUSTOMER'S GUIDELINES**

- a) The Customer shall provide true, accurate, current and complete information about himself/herself as requested by the Bank in the registration form. The Customer shall not misrepresent his /her identity.
- b) The Customer shall not use the Services for any illegal purpose or for money laundering, transmission or any unlawful, libelous, offensive or obscene material.
- c) The Customer shall not assign or make any commercial use of the Services.
- d) The content and information on the Bank's website as well as all rights to the web site are the property of the Bank. The Customer is only allowed to use the content and information as expressly authorised by the Services. Accordingly, the Customer shall not copy, reproduce, distribute, or create any derivative work from the content and information.

### **5. BUSINESS DAYS AND NOTICE OF INTERRUPTIONS**

- a) The Bank's business days for Internet and Mobile Banking are Monday to Friday, excluding weekends and holidays.
- b) The Customer may access his/her account through Internet and Mobile Banking 24 hours a day, 7 days a week.

- c) The Bank may occasionally perform maintenance on systems and equipment and this may result in error messages or interrupted Services.
- d) The Bank cannot guarantee that it will be able to provide notice of such interruptions, although it will try to do so.

## 6. RECENCY OF INFORMATION

All account information provided through Internet and Mobile Banking will be (current) as of the end of the preceding business day and will not reflect Bank transfers or deposits made since the end of the preceding business day and are subject to further adjustment and corrections.

## 7. SERVICES

- a) The Customer may use Internet Banking and Mobile Banking Services listed in Schedule 1 attached hereto. Other Services shall be made available to the Customer as and when the Bank add new Services.
- b) The Customer may sign up the Services by contacting the Bank.

## 8. TRANSFERS TO AND FROM ACCOUNTS

### Authorisation

- a) The Customer expressly authorises the Bank to debit the appropriate Current or Deposit Account in the amount of any bank transfer initiated through Internet and Mobile Banking by the Customer or by any other person who is authorised by him/her to use his/her password or PIN.
- b) The Bank may treat any such bank transfer from a Deposit Account the same as a duly executed written withdrawal or transfer.

### Limitations of Services

- a) The Customer's ability to initiate bank transfers between Deposit Accounts may be limited by the terms of the Customer's deposit agreement with the Bank.
- b) The Bank may refuse to make any bank transfer for security reasons or otherwise provided in a deposit agreement with the Bank.
- c) The Bank cannot post date bank transfers.

## 9. LIMITATION OF BANK'S LIABILITY

- a) To the fullest extent permitted by law, the Bank shall not be liable whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any Internet and Mobile Banking in accordance with the Terms and Conditions.
- b) The Bank's duties and responsibilities to the Customer are strictly limited to those described in these Terms and Conditions, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the Bank be liable for any consequential, special or punitive damages, or for any direct or indirect loss, that the Customer may incur or suffer in connection with the Services, even if the Bank has been informed of the possibility of such damages.

- c) To the fullest extent permitted by law, the Bank shall not be liable at any time to the Customer or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the Bank's responsibilities which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, act of God, fire, storm, or other catastrophe.
- d) Use by the Bank or its Customer's of any information obtained via the internet or internet access service provider's network is at the Customer's own risk and the Bank cannot guarantee the accuracy or security of any internet or network content.
- e) The Services is provided on an "as is" and "as available" basis and the Bank expressly disclaims all warranties of any kind whether express or implied, including, without limitation, any warranty of non-infringement, merchantability or fitness for a particular purpose.
- f) The Bank shall not be liable whatsoever for any damage or loss caused by the act, error, or omission of the Customer or any person purported to be acting for the Customer.
- g) The Bank shall not be liable for any fraud or loss that arises from the use of the Customer's password.
- h) The Bank shall not be responsible for any electronic virus(es) or any other cyber attacks, worms, trojan etc.

## 10. LIABILITY FOR UNAUTHORISED OR ERRONEOUS TRANSFERS

- a) The Customer shall be responsible for all unauthorised or erroneous transactions initiated through Internet & Mobile Banking.
- b) The Customer shall immediately notify the Bank if his/her password or PIN is lost or stolen, or if someone has transferred funds from his/her account through Internet or Mobile Banking without his/her permission.

## 11. ADDITIONAL SERVICES

- a) The Bank may from time to time, make additional Services available through Internet and Mobile Banking and will notify the Customer of the availability and terms of these new Services.
- b) The Customer, by using these additional services when they become available, agrees to be bound by any additional instructions, procedures and terms provided to him/her concerning these new Services.

## 12. FEES AND CHARGES

The Services are available for a fee and charges determined by the Bank from time to time. The Customer agrees to pay and authorises the Bank to debit his/her account for Internet and Mobile Banking Services. The fees and charges are subject to changes without notice to the Customer.

### **13. INDEMNITY**

Except when caused by the Bank's intentional conduct or gross negligence, the Customer agrees to protect and fully compensate the Bank and its affiliates and service providers from any/and all third party claims, liability, damages, expenses and costs (including, but not limited to, legal fees), caused by or arising from the Customer's use of the Services, violation or infringement of the Terms and Conditions or infringement by any other user of the Customer's account, of any intellectual property or other right of anyone.

### **14. SERVICE CHANGES AND DISCONTINUATION**

- a) The Bank reserves the right to change or discontinue, temporarily or permanently the service at any time without notice to the Customer. In order to maintain the security and integrity of the Service, the Bank may also suspend the Customer's access to the service at anytime without notice.
- b) The Bank will not be liable to the Customer or any third party for any modification or discontinuation of the service.
- c) The Customer may cancel the Service by written request to the Bank at any time.

### **15. NOTICES**

- a) All notices and other communications to the Customer shall be in writing and delivered to the address the Customer has provided to the Bank.
- b) All notices and other communications to the Bank from the Customer shall be in writing and delivered to the Bank's address.

### **16. SETTLEMENT OF DISPUTES**

Any dispute arising from the Terms and Conditions, shall be settled amicably and where attempt at amicable settlement is unsuccessful, by arbitration in accordance with the Alternative Dispute Resolution Act, 2010 (Act 768) or any statutory modification or replacement thereof.

The parties may by written agreement waive reference of any dispute arising under the Terms and Conditions to arbitration so that any dispute may be adjudicated by a court of competent jurisdiction.

### **17. GOVERNING LAW**

These Terms and Conditions and the rights and obligations of the Bank and the Customer shall be governed by and construed in accordance with the laws of Ghana.

### **18. JURISDICTION**

The courts of Ghana shall have exclusive jurisdiction in any action or proceeding relating to these Terms and Conditions.

### **Services Available**

1. Account Summary
2. Account Details
3. Account Activity
4. Funds Transfer
5. Beneficiary Maintenance
6. Third Party Fund Transfer
7. Term Deposit Details
8. Term Deposit Open
9. Loan Account Activity
10. Loan Account Details
11. View Standing Instruction
12. Initiate Standing Instruction
13. Modify Standing Instruction
14. Delete Standing Instruction
15. Change Password