



Instant Banking
***773#**

Download JaizMobilePlus App
Google Play App Store

customercare@jaizbankplc.com
+234 7000 773 0000

www.jaizbankplc.com

Account Opening Package

CORPORATE

FOR SOLE PROPRIETOR

Please fill the following sections:

1,2,3,4,5a,6b,7b,8,9, 10,11a, b, c, d,12,13 and 14

FOR CORPORATE/ENTITIES

Please fill the following sections:

1,2,3,4,5a - d,6ai, 6aii, 6aiii, 6aiv,,7a-b,8,9, 10,11a, b, c, d,12,
13 and 14

7B. ACCOUNT(S) HELD WITH OTHER BANKS

S/N	Name and Addresses of Bank Branch	Account Name	Account Number	Status: Active/Dormant
1				
2				
3				
4				

8. AUTHORITY TO DEBIT ACCOUNT FOR SEARCH FEE

Jaiz Bank Plc.

Dear Sir,

AUTHORITY TO DEBIT OUR ACCOUNT FOR SEARCH FEE

We hereby authorise you to debit our account with the applicable charges for the legal search conducted on our account at the Corporate Affairs Commission or relevant agency/authority.

Thank you.

Yours faithfully,

Authorised Signatory(s) & Date

i. _____

ii. _____

iii. _____

iv. _____

9. LETTER OF INDEMNITY

Please refer to Terms and Conditions.

10. ACCOUNT OPENING TERMS AND CONDITIONS

The Personal Data collected by us shall be processed in accordance with the Nigeria Data Protection Regulations. For further information on how your Personal Data is protected by us, please visit our website (<https://jaizbankplc.com/privacy-policy/>) to read our privacy policy.

DEFINITIONS

Except where expressly stated, all terms and conditions shall bear their ordinary English common meaning including the Arabic vocabularies.

2. OPENING AN ACCOUNT

2.1 Any person desiring to open an Account with us shall submit a duly filled out Account Opening Form (as prescribed by us) along with all requisite documents and information. Upon receipt of the same, we may, at our sole discretion, open an Account in the name of the Customer.

2.2 The Customer shall also provide such further information as may be required by us from time to time in relation to the Account. In the event of failure of the Customer to provide such information, we may, at our sole discretion withhold operation of the Account or close such Account.

2.3 Each Customer shall be allotted a distinctive Account Number by us, which will have to be quoted by the Customer in all correspondence with us in relation to the Account.

3. RELATIONSHIP WITH CUSTOMERS

3.1 The relationship between the Bank and the Customers holding Savings and/or Term Deposit Account shall be based on the principles of Mudarabah Mutlaqah, where the Bank shall be Mudarib and Customers shall be Rabbul-Maal.

3.2 Funds deposited by the customer in Savings and/or Term deposit Accounts shall be collected in pool(s) of funds. We may, at our sole discretion, also contribute our own funds to the pool(s). The funds in such pool(s) shall, at our sole discretion, be invested in a Business(s).

3.3 Share of Profit/Losses on deposit shall be determined as provided under Article 4 below and distributed amongst pool members by crediting or debiting as applicable, their respective Accounts monthly by the 5th day of the next month.

3.4 Upon maturity a term deposit shall be automatically rolled-over/renewed on the same terms and conditions as previously agreed, unless otherwise instructed by you at least two (2) Business Days before the date of maturity. In the event, a term deposit matures on a day which is not a Business Day, then we shall rollover the deposit along with the Profit/Loss thereon, if any, on the next Business Day.

3.5 The relationship between the Bank and the Customers holding Current Accounts shall be based on the principle of Qard, and no profit or loss shall accrue to balances in the said accounts.

4. DISTRIBUTION OF PROFIT & LOSS

4.1 The bank collects deposits and deploys the same in a pool for investment in permissible ways. As defined in the Article 3 regarding Mudarabah Mutlaqah, Loss, if any, shall be borne by rabbul Maal unless there is negligence or misconduct on the part of the Bank and the Profit shall be shared as and upon under.

(a) Profit and loss shall be calculated on monthly basis and credited to the depositors for savings accounts and at the end of tenor for the term deposit accounts.

(b) The Bank in its capacity as an Investment Agent (Mudarib) and the Customer in its capacity as an Investor (Rabb-ul-Maal) shall share the profit generated from the Mudaraba Investment in accordance with the prevailing Profit Sharing Ratio Schedule. The Customer acknowledges that when opening the Account a copy of the Profit Sharing ratio Schedule was received. The Bank reserves the right to vary the Profit Sharing ratio from time to time at its sole discretion and as business/economy dictate, subject to approval of the Advisory Committee of Experts (ACE) and shall communicate same via sms, email (as provided by the customer during the account opening), publication in all branches, website or by any other means of notification. Such variation shall be deemed to be effective beginning of the

following month provided the notice is communicated at least 7 days prior to the commencement date. The Customer shall be deemed to have accepted such variation if the Bank does not receive any notice to the contrary within the aforementioned period through the channels of communication established between the Bank and the customer.

(c) The average of daily balances standing in Customer's account as at the last day of each calendar month, shall be taken as the balance for the entire month, upon which profit shall be distributed under the Mudaraba Savings Deposit Accounts. A customer shall forfeit profit if at any period in a given month the Customer's average balance falls below the Bank's investable Mudaraba Savings Account Deposit threshold of N2,000 or as may be determined by the Bank from time to time.

(d) In determining the Net Distributable Profits, the regulatory Deposit Takaful contribution shall be deducted as expense.

4.2 Any regulatory/CBN directives in this regard shall be applied from time to time.

5. FOREIGN CURRENCY ACCOUNTS

5.1 Domiciliary Current Accounts may also be established in U.S. Dollars and such other currencies as we may allow from time to time. Foreign currency Accounts shall be subject to the laws of the Federal Republic of Nigeria, including Foreign Exchange Regulations and directives of the Federal Government of Nigeria, CBN and other concerned authorities and agencies, issued from time to time.

5.2 The relationship between us and our Customers holding foreign currency current Accounts shall be based on the principle of Qard, and no profit or loss shall accrue to balances in the said Accounts.

5.3 You understand and agree that foreign currency transactions may involve foreign exchange risks for which we shall not be responsible.

5.4 Any cash withdrawal(s) in a currency other than Nigerian Naira shall be subject to CBN guidelines on Foreign Currency transaction and subject to availability of sufficient currency notes with us at the time of withdrawal and subject to prevailing CBN guidelines on foreign currency transactions.

6. JOINT ACCOUNTS

6.1 If an account is opened in the names of two or more persons, the balance to the credit of that Account and any accruals thereon shall at all times belong to the persons who are signatories (parties) to the Account. Such persons shall also be jointly and severally liable for all liabilities incurred in relation to the Account.

6.2 In case of death of one party, the Bank shall divide the total of funds and properties in the joint account in equal shares for the signatories unless we have in-writing documented other distribution. The Bank shall hold the share of the deceased party in a special account for the heirs which will be disposed off according to appropriate court order and leave the shares of other signatories under the disposition of the surviving parties in a new account.

6.3 The following further provisions shall also apply:

(a) Each of the signatories to the Account maintained by a Customer shall be deemed to have authorised and empowered the other signatories: (i) to endorse and deposit for credit to such Account, any and all cheques, drafts, notes or other instruments or the payment of money, payable or purporting to belong to other person(s) named in the Account, and should any such instrument(s) be received by us without being so endorsed, we are authorised in the absence of any specific instruction to the contrary, to endorse the same on Customer's behalf and deposit it to the credit of such Account, and (ii) to issue to the Customer's order(s) any cheques, drafts, notes or other instruments that may be drawn hereunder against such Account.

(b) Notwithstanding the death of any or all of the signatories to a Joint Account, we may continue to act in reliance upon any signing authority already conveyed to us, until we receive a notice in writing either from or

on behalf of any of the surviving signatories or from any of the heirs of the deceased one, that the said signing authority has been terminated or revoked by operation of law or otherwise.

(c) If prior to acting on instructions received from a signatory or an heir of the deceased signatory, where a Joint Account is operated on the basis of either or survivor of the signatories, we receive contradictory instructions from any joint Account holder(s) or heirs therein, then we shall put the account on hold until we receive a court order or mutual agreement of all parties concerned.

(d) In the event we receive conflicting instructions from the signatories to a Joint Account, we shall be entitled to suspend the operation of such Account, without any prior notice.

7. CLOSING AN ACCOUNT

7.1 We may at our sole and absolute discretion close any Account, which is not being operated in a manner satisfactory to us or for any other reason whatsoever, with or without any prior notice to you. We also reserve the right to terminate, at our sole discretion, any other type of relationship(s) with you, e.g. lockers, safe custody, relationship cards, etc. at any time without assigning any reason.

7.2 Upon closure of an Account, you must return to us any unused cheques relating to your Account. Alternatively, you must confirm in writing to our satisfaction that the unused cheques have been destroyed.

8. CHEQUE BOOKS

8.1 Cheque book will be issued on request by the customer and may be collected by you or your authorized representative from our concerned branch within One Eighty (180) days of being notified about its availability by us, after which the cheques shall be destroyed as part of measures to safeguard your account from fraud and forgery.

8.2 Cheques must be so drawn as to prevent forgery, overwriting, and alterations after issue. We shall not be responsible for any loss or damage that may be suffered by you if full precautions are not taken by you to prevent forgery or alteration.

8.3 You must keep the cheque book(s) safe and secure at all times.

8.4 We reserve the right to refuse to supply cheque book(s) or withdraw the cheque book facility without any advance notice and without assigning any reason if, in our opinion, an Account is not being satisfactorily operated or on any other reason whatsoever.

8.5 If you desire to stop payment on a cheque, you should without any delay furnish complete particulars in respect of that cheque to us, including cheque number, date of issue, date of presentation, payee's name, and amount. Stop payment instructions given on the telephone shall have to be supported by a written request to be sent within forty-eight hours of oral instructions. You must also complete such further documentation as may be required by us in respect of stopping payment on a cheque. We will use our best endeavours to carry out your instructions, however, we will not be liable for failure to do so for any reason whatsoever.

9. DEPOSITS AND WITHDRAWALS

9.1 We may accept cheques and other instruments payable to you for collection entirely at your own risk. Uncleared items though credited shall not be drawn against, and if the same is allowed to be drawn against, we shall have the right to debit the account if the proceeds of the instruments are not realised.

9.2 You will indemnify the Bank in full as collecting banker against any expense or loss, which we may incur in guaranteeing any endorsement or discharge on a cheque, bill, note, draft, dividend warrant, or other instruments presented by you for collection.

9.3 In the event any cheques or other negotiable documents deposited by you for collection are dishonoured, then you or your authorised representative may collect the said instruments from the concerned branch within seven (7) days of the dishonour, after which the bank at its discretion shall

send the instrument by courier service to your last recorded address with us at your cost.

9.4 For your convenience, we may issue pay-in-slips for deposit of cash and negotiable instruments.

9.5 The Customer hereby authorises the Bank to alter any incorrect entry in the pay-in-slip and act on the basis of such altered statements.

9.6 Except where agreed to the contrary between you and us, every payment received for your Account which is in a currency other than that of the Account, may be converted by us at our sole discretion into the currency of such Account at our then prevailing rate of exchange before the same is credited to your Account.

9.7 Cheques and other payment instructions shall have to be signed by you exactly as per specimen signature cards supplied to the Bank, and alterations therein shall have to be authenticated by your signature.

9.8 You will not make a withdrawal/transfer of funds via a cheque or otherwise which would cause the Account to go into debit. We reserve the right to return unpaid any cheque or not comply with any instruction that may cause the Account to overdraw if no prior arrangements are made by you with the Bank.

10. INDEMNITY AND LIABILITY

10.1 We shall use our best endeavours to provide smooth and efficient services to our customers. Notwithstanding the same, you hereby agree and confirm to hold us and our officers, directors, employees and representatives, agents and contractors, completely harmless and indemnified, from and against any and all costs, losses, damages, liabilities, payments and obligations and expenses (including but not limited to reasonable legal costs) incurred, suffered, sustained, paid or imposed upon us, arising out of, inter alia:

(a) Bank acting upon your written or verbal instructions to stop payment, hold mail and / or to act on any other instructions, including standing instructions issued by you to the Bank from time to time.

(b) Any claim by you or any third party concerning the amount, transfer, delivery or non-delivery of any product requested through any of our services, or any other matter relating to the services.

(c) Any action taken by us in reliance upon your instructions which are:

(i) revealed to be unauthentic, unauthorised or erroneous; and/or

(ii) discovered to be fraudulent.

(d) Any taxes or other levies paid or due to be paid by us on payments made or to be made by you, through or pursuant to our services.

(e) Any act, omission, error, neglect, default by you or those of your employees, agents, correspondent or participating bank or of their employees and agents.

(f) Subject to these Terms, any amendment to or variation in your instructions.

(g) For any instruction not complied with, due to reasons beyond our reasonable control.

(h) Any indirect, incidental, or consequential loss or loss of profit that you may suffer by reason of disruption or failure in any of our communication or electronic transmission facility.

(i) Any loss arising out of unauthorized or fraudulent access to your Account caused as a result of your negligence or failure to take reasonable care.

(j) Loss or theft of chequebook or the ATM Card.

(k) Accidental or wilful disclosure by you of your Internet Banking ID, Password, PIN or TIN.

(l) Diminution due to taxes or depreciation in the value of funds credited to your Account, whether due to devaluation or fluctuation in the exchange rate or otherwise.

10.2 Our liability for non-execution or delay in implementation of instructions will not in any case exceed the amount of value-date adjustment if the failure or delay is solely attributable to us.

10.3 If fraudulent activity is associated with the operation of your account, you agree that the Bank has the right to apply restrictions to your account and report it to appropriate law enforcement agencies.

11. ELECTRONIC PRODUCTS AND SERVICES

11.1 Available Electronic Products and Services

a. In order to be able to use electronic products and services, you must select the appropriate option and

provide the required information in respect thereof. This can also be done at any time by following the instructions set out on the relevant page of our Website. In addition, you agree that any use by you of the Electronic products and services shall constitute your acceptance Of the terms relating to Electronic Products and services.

b. In the case of Joint Accounts, the Electronic products and services will only be available wherein the operating conditions are on an either-or-survivor basis.

c. You must comply with other terms and requirements designed to protect the security of your use of the Electronic products and services which are notified by us to you in any other way.

11.2 Customer's Security Obligations

a. Keep User ID, Password, and PIN secure and secret at all times. Take steps so that the same cannot be used fraudulently or without authorisation. For example:

i. never write or otherwise record your User ID, Password/PIN in a way that can be understood by someone else;

ii. destroy any advice from us concerning your User ID and Password/PIN promptly after use;

iii. avoid selecting Password/PIN which may be easy to guess, such as birthdays. Telephone numbers, address, etc;

iv. never record your User ID and/or Password/PIN on any software which retains it automatically (for example, any computer screen prompts or 'save password' feature or any similar function on your internet browser);

v. change your Password/PIN regularly and also whenever required to do so by the Electronic products and services;

vi. change your Password/PIN immediately when you suspect that the same has been breached or hacked and inform us immediately;

vii. should not choose a Password/PIN which you have used before.

viii. not disclose your User ID and/or the Password/PIN to anyone else, including a member of our staff.

b. If you become aware of or suspect any unauthorised transaction, you must notify us immediately via telephone, fax or email, particulars relating to which shall be communicated to you from time to time. For this purpose, you are reminded that you must check your bank statements regularly.

c. You must not allow anyone else to operate the Electronic products and services on your behalf.

d. Once you have logged onto the Electronic products and services, you must not leave the terminal or other device from which you have accessed the Electronic products and services unattended or let anyone else use it until you have logged off the Electronic products and services. You will be responsible for ensuring that you have properly logged off the Electronic products and services at the end of any session.

e. You must not access the Electronic products and services from any device connected to a local area network (or LAN), such as in an office environment, without first making sure that no one else is able to observe, copy or hack your User ID and/or the Password/PIN or access to the Electronic products and services pretending to be you.

11.3 Processing your instructions

a. the User ID and the Password/PIN shall be adequate identification of you for us. You authorise us to act upon all apparently valid instructions (given to us on the Electronic products and services under your User ID and the Password) as instructions properly authorised by you, without obtaining any further written or Other confirmation or authorisation from you.

b. You agree that we can act on any instructions given to us including deducting money from your Account even if these instructions were not authorised by you. However, your liability for transactions or instructions which have not been authorised by you will be limited as provided in clause 11.4 below.

c. Upon receiving an instruction we will be entitled to debit your Account with the applicable charges in respect of the transaction. Instructions once confirmed on the Electronic products and services shall not be reversible. However, if you do ask us to reverse an instruction after you have given it, we may at our discretion try to do so to the extent that this is possible under the rules and practices of the banking

system. You agree that you will be responsible for any costs we incur as a result.

d. We may:

i. refuse to carry out an instruction given via the Electronic products and services; for example, if a transaction exceeds a particular value or Other limits; or

ii. require written confirmation from you of a particular instruction if we know or suspect any breach of security. If we come to believe that an instruction may not have been properly authorized by you, we will be entitled, after making reasonable efforts to check whether it was properly authorized, to take steps to reverse any action taken on the basis of that instruction. We will not be responsible for any loss to you that results from such a reversal.

e. Instructions received by us via the Electronic products and services shall be acted upon in accordance with the cut-off times (and any changes therein) to be notified to you through Electronic products and services from time to time. Instructions given at any other time may not be acted upon until the next Business Day.

f. Any transaction to be carried out may not always be simultaneous with an instruction being given. Some matters may take time to process and certain instructions may only be processed during normal banking hours even though the Electronic products and services may be accessible outside such hours.

11.4 Customer's Liability to the Bank

(a) You will be liable to the bank for any unauthorised use or misuse of your User ID and or Password, except as contemplated in clause 11.4(b) below, provided:

(i) you prove to our satisfaction that you have faithfully observed your security obligations contemplated herein;

(ii) the unauthorised use or misuse of your User ID and/or the Password/PIN occurs after you have notified us that you have discovered or suspect that your Password/PIN has become known to someone else; or your User ID and/or the Password/PIN become known to the person giving the unauthorised instruction as a result of any failure, negligence or wilful default on our part.

(b) You will be held liable for all losses and expenses (including the amount of any transaction) if you:

i. have acted fraudulently, or with gross negligence or intentional misconduct;

ii. are in default of observing any of your security obligations as contemplated herein; or

iii. have acted without reasonable care so as to facilitate the unauthorised use of your Internet Banking ID and/or the Password;

iv. fail to observe and comply with any terms and conditions related to the use of Internet Banking Service.

© You shall indemnify us, our employees, nominees or agents promptly and on a full indemnity basis from and against all actions, omissions, negligence, proceedings, claims, demands, damages, losses (including direct, indirect or consequential losses), costs and expenses including all duties, taxes, legal costs and other levies and liabilities which we may incur or suffer from or by reason of your use of the Internet Banking Service.

11.5 Bank's Liability to you

(a) The Bank shall take reasonable and practicable steps to ensure that our systems in connection with the Electronic products and services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.

(b) We will not be liable for any loss or damage to you as a result of your using the Electronic products and services, including any direct, indirect, consequential or special loss, even if we have been advised of the same. Examples of circumstances in which we will NOT be liable to you for loss or damage resulting to you through the use of Electronic Products and Services include (but are not limited to):

i. any misuse of your Electronic products and services ID and/or Password;

ii. any incompatibility between your device or system and the Electronic products and services;

iii. any technical breakdown or any machine, system, communications or power failure for reasons beyond our reasonable control which leads to the Internet Banking Service being wholly or partly unavailable;

- iv. any strike, industrial dispute or other circumstances beyond our reasonable control that leads either to the Electronic products and services being totally or partially unavailable or to instructions given via the Electronic products and services not being acted upon promptly or at all;
 - v. relying on any financial information provided as part, or by means, of the Internet Banking Service;
 - vi. any access to information about your Accounts that is obtained by a third party as a result of your using the Electronic products and services (except where that access is obtained as a result of our negligence or wilful default).
 - vii. The Bank shall not be responsible for any electronic virus that the customer may encounter in course of making a transaction, Password Leakage, Resetting Default, Wrongful Transfers, Poor Network or any other fault/default that cause discomfort, loss of time, financial loss whether anticipated or otherwise
- (c) Our liability shall only be limited to direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by our gross negligence or wilful default.
- 11.6 Operational Matters**
- (a) We shall take reasonably practicable steps to have the Electronic products and services available for use. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Electronic products and services to be available at all times.
 - (b) In connection with the Electronic products and services, we are entitled at any time to:
 - i. change the mode of operation or
 - ii. add to, remove or otherwise change, end or suspend any of the facilities available; or
 - iii. end the Electronic products and services. If we decide to change or end the Electronic products and services, we will try to give you 30 days notice or whatever shorter period of notice may be reasonable in the circumstances.
 - (c) We will supply you the software to enable you to access and use the Electronic products and services. Each time you access the Electronic products and services, the said software may be automatically updated. It is your responsibility to ensure that the software supplied to you is compatible with your device from which you access the Electronic products and services and also with any other software on that device. We shall not be liable to you for any loss that you may suffer as a result of any incompatibility between the software relating to Electronic products and services and your device from which you access the Electronic products and services.
 - (d) You must take all reasonably practicable measures to ensure that any device from which you access the Electronic products and services is free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. Since the Electronic products and services can be accessed through the Internet or other communication channels over which we have no control, you must therefore ensure that any device you use to access the Electronic products and services is adequately protected against acquiring Viruses.
 - (e) You must not access the Electronic products and services using any device which you do not own unless you have first obtained the owner's permission to do so. If you break this rule, you must compensate us for any loss we suffer as a result.
 - (f) By supplying you with the software to access the Electronic products and services, you will get a non-exclusive, non-transferable, temporary licence to use the said software. The said software shall be used only for the purpose of accessing the Electronic products and services, and for no other purpose. The software relating to Electronic products and services and all other material and information to be supplied to you shall contain valuable information that belongs to us or others. You must not:
 - i. Use them except in connection with accessing the Electronic products and services;
 - ii. Take copies, sell, assign, commercially rent, sub-license, otherwise transfer them to any third party; or
 - iii. Try to decompile, reverse engineer, input or compile any of the Electronic products and services software.
 - (g) If you access the Electronic products and services from a country outside Nigeria, you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any licence needed for the import/export of the Electronic products and services software to that country.
- 11.7 Termination**
- (a) You may cancel your use of the Electronic products and services at any time by giving us written notice (or in any other way we notify you about from time to time). If you choose to terminate the Electronic products and services it shall be terminated in respect of all of your Accounts (if you have multiple Accounts), unless we, at our sole discretion, otherwise decide.
 - (b) We have the right to end or suspend your use of Electronic products and services at any time. We will usually give you at least 30 days' notice. However, we may give you a shorter period of notice or no notice if we consider it necessary, for example, because of security concerns in connection with your use of the Electronic products and services or because we are concerned that you have used or may use the Electronic products and services to operate any of your Accounts in breach of your arrangements with us.
 - (c) If your use of Electronic products and services comes to an end for any reason, this will not affect any instructions you have already given via the Electronic products and services.
- 11.8 Charges and Other Matters**
- a. You hereby authorise us to charge you for transaction(s) performed through the Electronic products and services, in accordance with our Schedule of Charges prevalent at the time of such transaction(s).
 - b. To protect both our customers and our staff, and to help resolve any disputes between you and us, you acknowledge that:
 - i. we will record all telephone conversations between us and customers of the Electronic products and services;
 - ii. we will keep a record of all instructions given by customers via the Electronic products and services; and
 - iii. we may listen to telephone calls made in respect of the Electronic products and services in order to assess and improve the quality of the Electronic products and services.
 - c. From time to time we may advertise our own products and products and services of our subsidiary or associated companies on Electronic products and services. If, in connection with other agreements with us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to these advertisements.
- 11.9 Third Party Products and Services**
- Where we provide hypertext links to third party Internet websites, such links are not an endorsement by us of any products or services in such websites. You use such links entirely at your own risk and we accept no responsibility or liability for the content, use or availability of such websites.
- 11.10 Copyright, all rights reserved**
- The entire content of our Website is subject to copyright with all rights reserved and the information held is for our personal use only. You may not download (all or in part), transmit or modify the Website.
- 12. TELEPHONE BANKING SERVICES**
- 12.1 We may at our sole discretion and upon request provide you Telephone Banking Services.
 - 12.2 Your use of the Telephone Banking Service shall be subject to the Terms mentioned herein and shall apply to all transactions, authorizations, mandates and instructions through Telephone Banking Service.
 - 12.3 You understand that the Telephone Banking Services may involve inherent risks, including but not limited to risks of fraud and unintended/erroneous instructions. You agree to accept all risks associated with the use of the Telephone Banking Services. You also agree that in the event you suffer any loss (monetary or otherwise) from the use of Telephone Banking Services, you will not hold us responsible or liable in any manner and shall indemnify us against all losses, damages, costs (including legal costs) and demands, incurred by us as a result or in connection with your use of the Telephone Banking Services.
- 12.4 If you are a company, partnership or any other entity then instructions in respect of Telephone Banking Service may be given by your authorised persons only as per our records.
- 12.5 If you have a Joint Account then Telephone Banking Services may be used only if either or survivor(s) have been authorized to operate the Joint Account.
- 12.6 You agree to comply at all times with the Terms and also guidelines and regulations issued by us from time to time in respect of the use of Telephone Banking Services.
- 13. ATM SERVICES**
- 13.1 We may, at our sole discretion, and subject to applicable charges issue an ATM Card to you to access the ATM Service.
 - 13.2 The ATM Service shall be subject to the ATM Terms and Conditions.
 - 13.3 You will be responsible to keep yourself fully informed and updated with regard to ATM Terms and Conditions, which shall be made available on our Website and in our branches.
 - 13.4 In case of a Joint Account with either-or-survivor(s) operating instructions, the ATM Card shall be issued only in the name of one signatory to the Account.
- 14. MISCELLANEOUS**
- 14.1 Statements of Account**
- (a) Statement for current account will be made available to you on monthly basis via email. Apart from this, we may provide your statement of account as per your instructions and on payment of relevant charges under our Schedule of Charges. You must inform us of any mistake, discrepancy or error in the statement of account within ten (10) days of the date of the receipt of the same. If you fail to notify us within the said time then such statement of account shall be deemed to be correct and the balance stated therein shall be deemed to have been verified by you and shall be taken as conclusive evidence for all purposes.
 - (b) In case of any error in the entries, it shall be within our rights to rectify the error without any advance notice to you and recover any amount wrongly paid or credited together with any accrued profit.
 - (c) We may also provide you duplicate copies of statements of account upon the payment of relevant charges.
 - (d) We may also periodically send you a statement of balance in terms of which we will seek your confirmation of the balance in your Account as of a specific date. You must inform us of any discrepancy in the balance stated in such statement with the time to be specified therein, failing which the statement of balance shall be deemed to be correct and final for all purposes.
- 14.2 Partnership Account**
- 14.2.1 Subject to the partnership deed of any Partnership Firm, if any partner in a partnership firm for which the Account has been opened, ceases to be a member of the said firm by reason of death or otherwise:
- (a) We are indemnified by signatories and other partners until we receive notice in writing of the death or cessation. Further, we shall consider the partnership dissolved and the account shall be suspended until we receive formal in-writing approval of the court appointed representative of all the heirs of the deceased partner to allow continuation of the account with existing signatories.
- 14.3 Death of an Account Holder**
- In case of demise of an individual Account holder, no withdrawals shall be allowed except on production of a Letter of Administration or Probate or order from a Court of competent jurisdiction, the said letter(s) having been duly confirmed by the bank.
- 14.4 Right to Consolidate and Set-off**
- Notwithstanding any provisions to the contrary contained in these Terms, we shall have the right at any time and our sole discretion to consolidate, combine and/or merge all or any accounts in your name or related company by virtue of common directorship, without prior notice and such right to consolidate, combine and/or merge shall include the right to adjust

or set-off any indebtedness which you may have towards us, irrespective of the currency or currencies involved. If pursuant to such consolidation, combination or merger, a shortfall or deficiency arises in our favour, then you will be bound to pay the same upon our first demand.

14.5 Bank's Lien

If we accept or incur any liability on your request, then we shall have a lien on all funds, monies, securities and other properties of whatsoever nature in our possession belonging to you for the due discharge of your liability. In the event of your default, we shall have the right to take such steps without any notice to you, as we may deem fit, including steps to dispose of or realize your properties and use the proceeds of such disposal or realization in settlement of all your outstanding towards us.

14.6 Charges and Expenses

- (a) Charges for services provided by us shall be levied according to our Schedule of Charges. Charges for transactions on foreign currency accounts will be recovered in foreign currency only.
- (b) We will not obtain any prior permission from you for debiting your Account for any expenses, fees, commission, tax, stamp duty, excise duty, etc. payable to the Government arising out of any dealing between us and you.
- (c) We may, without any further express authorisation from you debit your account maintained with us for the amount of any or all losses, claims, damages, expenses or other amounts which we may suffer, sustain or incur as a consequence of acting upon any of your instructions.

14.7 Change of Particulars

You must immediately notify us of any change, amendment or modification in your status and/or particulars relating to Account(s). Until such change of particulars has been notified in writing to and acknowledged by us, we shall be entitled to rely on your existing instructions and/or particulars.

14.8 Amendments

- (a) We reserve the right to revise and/or amend any of these Terms at any time and without any prior notice to you, including without limitation, the charges leviable in respect of services. However, such revisions or changes shall be effective from the date as may be specified by us. Such changes will either be notified to you through mail or in addition by affixing a notice to that effect for fifteen days at a conspicuous place within the premises in our concerned branch.
- (b) We reserve the right at any time and without notice to:
 - a. change the fees for the use of any of our services;
 - b. add, withdraw or change the type of transactions provided by the services;
 - c. vary the frequency and manner of use of any of the services, withdrawal limits, operating house and transaction types, nature of facilities and services available at any branch.

14.9 Disclosure

- a) If a breach is associated with the operation of your account/wallet, you agree that we have the right to apply restrictions to your account/wallet and report to appropriate law enforcement agencies in line with extant laws
- b) We will use our best endeavours to preserve the secrecy of your Account(s). Nevertheless, you hereby expressly authorise us to disclose any information relating to you or your account(s), if so required by law.

14.10 Hold Mail Instructions

- (a) If you do not want that statements, advice, and other correspondence relating to your Account(s) to be mailed to your address, then you will need to instruct us to provide a "Hold Mail" facility along with duly executed Indemnity.
- (b) Upon receipt of "Hold Mail" instruction and Indemnity, we may, at our sole discretion, provide the "Hold Mail" facility, whereby we shall retain your statements, advice,

and other correspondence for periodic collection by you or your duly authorised person.

- (c) You agree and hereby waive and relinquish all of your rights to question any detail appearing in the "Hold Mail" communications or statements of account irrespective of their actual date of receipt.

14.11 Data Protection

- a) All right, title, and interest in Personal Data will remain the property of Customer. The Bank has no intellectual property rights or other claims to Personal Data that is hosted, stored, or transferred to and from the Products or services provided by Bank.
- b) The Bank shall act as Data Controller of Personal Data provided by Customer in line with the purpose for which Personal Data is released by the Customer.
- c) The Bank will cooperate with the Customers to protect their Personal Data as well as their rights thereto. The Bank will promptly notify the Customers as well as NITDA, the regulatory authority if we become aware of any potential infringement of those rights in accordance with the provisions of the relevant data protection legislation.
- d) In the event of termination of our relationship, the Bank shall, subject to any legal or statutory obligation, erase and instruct its entire staff, agents and sub-contractors to erase all information and data provided by or assessed from the Customer and all copies of such information and data, from the Bank's Systems and magnetic data. The Service Provider shall provide written confirmation of the aforementioned deletion to the Bank.
- e) The Bank shall ensure full compliance with the Nigeria Data Protection Regulation and any other regulation in force and accepts liability for any breach of such regulation.
- f) We shall ensure we procure the consent of our Customers prior to marketing or provision of services or transfer Personal Data and ensure that they have a right to withdraw their consent thereto.

Data Breach and Indemnity

- g. We further agree that we will monitor and test our Data Safeguards from time to time, and shall adjust our Data Safeguards from time to time considering relevant circumstances or the results of any relevant testing or monitoring.
- h. If we suspect or become aware of any unauthorized access to any Personal Data by any unauthorized person or third party, or become aware of any other security breach relating to Personal Data held or stored by us or in connection with the performance of obligations in the course of providing our services to you, we shall immediately notify the relevant Customers in writing and shall fully cooperate with Customer to prevent or stop such data breach. In the event of such data breach, we shall fully and immediately comply with applicable laws, and shall take the appropriate steps to remedy such data breach.

14.12 Inactive and Dormant Account

The Bank shall comply with the CBN/NDIC or any Guidelines on the Management of Dormant Account and Other Unclaimed Funds by Banks and Other Financial Institutions issued by CBN or as may be determined from time to time by the CBN on the operations of Inactive and Dormant Accounts.

14.13 Disputes

In case of any dispute between the bank and a customer, an arbitration committee shall be appointed to resolve the dispute according to Islamic law principles. One member of this committee shall be selected by each party and the two members shall select the third. At least one of them must be known of experience in Islamic commercial and financial transaction jurisprudence and one with laws and customs governing the banker-customer relationship. The decision of the arbitration committee shall be binding on both parties.

Finally, the substantive and procedural laws of Nigeria and Nigerian courts shall have final jurisdiction in respect of unresolved disputes after exhausting the first step.

I / We declare and confirm that I / We have received complete a copy of the Account Opening Form, read and understood the Bank's Terms and Conditions governing the conduct of the account, which have been signed by me/us in complete acceptance thereof. I / We agree to observe and be bound by the said Terms and Conditions and any changes, supplements or modifications thereto that may be made by the Bank from time to time.

I / We have read and understood the applicable terms and conditions and those relating to various products and services that I have requested including but not limited to Debit Cards, Internet Banking, Mobile Banking, USSD Banking, SMS and Email Alerts. I accept and agree to be bound by terms and conditions including those excluding / limiting the bank's liability I understand that the Bank may debit my account for services charges as applicable from time to time I hereby declare that the information given above is true and correct to the best of my knowledge.

14.13 Pledge against Issuance of Dud Cheques

I / We confirm that I am/we are aware of my/our responsibility to ensure that I / We have sufficient funds in my/our account to accommodate cheques drawn on it

I / We confirm further that I am/we are aware that issuing an unfunded account is a violation of the Dud Cheque Act of 2004, which carries criminal liability

I / We therefore, undertake not to issue cheques on unfunded accounts and will be personally liable for the consequence of breaching this pledge.

JURAT

(Only applicable to 3rd party interpreter)

I agree to abide by the content of this agreement and acknowledge that it has been truly and audibly read over and explained to me by the interpreter.

 Mark of Customer/thumbprint

 Magistrate/Commissioner for Oath

Date of Birth _____ / _____ / _____

 Phone Number of Interpreter

 Name of Interpreter

 Address of Interpreter

 Language of Interpretation

Name: _____
Signature/Date: _____

Name: _____
Signature/Date: _____

I I A.ACCOUNT OPENING MANDATE

ACCOUNT NAME _____

ACCOUNT No.

Mandate authorisation/combination rule (Please tick as appropriate)

Sole Signatory Either to sign Both to sign Others _____
(Please specify)

SIGNATORIES

First Name _____

Surname _____

Other Name _____

Class of Signatory _____

Identification Type _____

Identification No. _____

Telephone No: _____

Date: _____

PHOTO

SIGNATURE

I I B.ACCOUNT OPENING MANDATE

ACCOUNT NAME _____

ACCOUNT No.

Mandate authorisation/combination rule (Please tick as appropriate)

Sole Signatory Either to sign Both to sign Others _____
(Please specify)

SIGNATORIES

First Name _____

Surname _____

Other Name _____

Class of Signatory _____

Identification Type _____

Identification No. _____

Telephone No: _____

Date: _____

PHOTO

SIGNATURE

I I C.ACCOUNT OPENING MANDATE

ACCOUNT NAME _____

ACCOUNT No.

Mandate authorisation/combination rule (Please tick as appropriate)

Sole Signatory Either to sign Both to sign Others _____
(Please specify)

SIGNATORIES

First Name _____

Surname _____

Other Name _____

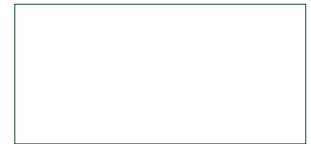
Class of Signatory _____

Identification Type _____

Identification No. _____

Telephone No: _____

Date: _____



I I D.ACCOUNT OPENING MANDATE

ACCOUNT NAME _____

ACCOUNT No.

Mandate authorisation/combination rule (Please tick as appropriate)

Sole Signatory Either to sign Both to sign Others _____
(Please specify)

SIGNATORIES

First Name _____

Surname _____

Other Name _____

Class of Signatory _____

Identification Type _____

Identification No. _____

Telephone No: _____

Date: _____



12. DECLARATION

CUSTOMER INFORMATION

I/We hereby apply for the opening of any account or accounts with Jaiz Bank Plc. I/We understand that the information given herein is the basis for opening such account(s) and hereby warrant that such information is correct.

I/We further undertake to Indemnify the Bank for any loss suffered as a result of any false information or error in the information provided to the Bank.

“ In Witness whereof, the common seal of..... is hereby affixed this.....day of20..... in the presence of:

Director (Name and Signature)

Director /Secretary (Name and Signature)

13. SIGNED, SEALED & DELIVERED BY THE WITHIN NAMED PERSON

Name

Status

Signature _____

Date

D	D	M	M	Y	Y	Y	Y

Name

Status

Signature _____

Date

D	D	M	M	Y	Y	Y	Y

Company Seal here

14. IN THE PRESENCE OF:

Name

Address

Occupation

Signature _____

Date

D	D	M	M	Y	Y	Y	Y

15. REQUIREMENT CHECKLIST (For Bank Use Only)

S/N	Document Required	Checked	Deferred	Waived	N/A
1.	Duly Completed Account Opening Form				
2.	Specimen signature card completed				
3.	Copy of CAC Certificate of Registration				
4.	Board Resolution				
5.	Copy of Memorandum & Article of Association (certified as true copy by the Registrar of Companies)				
6.	(a) Form CO7 Particulars of Directors (certified true copy by the Registrar of Company & Curriculum by a notary public for foreign Companies)				
7.	(b.) Form Co2 Allotment of shares (certified true copy by the Registrar of Company & Curriculum by a notary public for foreign Companies)				
8.	CAC 1.1 (this includes CAC07, CAC02, CAC2.1)				
9..	Partnership Deed (Where applicable)				
10.	Approval Letter (For Government Agency)				
11.	Act/Gazette (For Government Agency (where applicable)				
12.	Two (2) passport sized photographs of each signatory to the account with names written on the reverse side.				
13.	Introduction Letter (where applicable)				
14..	Status report from Banker (where applicable)				
15..	Resident Permit (For Non-Nigerian)				
16.	Evidence of Registration with Nigerian Investment Promotion Council (NIPC) (where applicable)				
17.	Evidence of Registration with Special Control Unit on Money Laundering(SCUML) (where applicable)				
18.	Search Report				
19.	Power of Attorney (where applicable)				
20.	Letter of Indemnity (if applicable)				
21.	Proof of Company Address				
22.	Business Premises Visitation Certificate				
23.	Proof of Identity of all Signatories & Directors/Officers whose name appears on the account opening form/document (preferred Identity Cards are: Int) Passport, National Drivers' Licence and valid Nigerian INEC Voters Card) Refugee ID, Machine Readable Convention Travel Document (MRCTD)				
24	Proof of Identity of all Signatories & Directors/Officers whose name appears on the account opening form/document (original of Utility bill should be sighted)				
24.	Two satisfactorily completed reference forms				
26.	Copy of Audited Financial Statement (if applicable)				
27.	Others (Please specify)				

For Bank use ONLY

16 A.ACCOUNT OPENED BY:

Name:

Signature _____ Date:

D	D	M	M	Y	Y	Y	Y

16B DEFERRAL/WAIVER OF DOCUMENT (IF ANY) AUTHORISED BY:

Name:

Deferral Approval Code:

Signature _____ Date:

D	D	M	M	Y	Y	Y	Y

16C.ADDRESS VERIFICATION CARRIED OUT BY:

Name:

Signature _____ Date:

D	D	M	M	Y	Y	Y	Y

Name:

Signature _____ Date:

D	D	M	M	Y	Y	Y	Y

COMMENT(S) (Address description and result findings):

Relationship Officers/Marketing ID: Marketed by ID:

Initial Deposit Taken: Yes No

Amount in Words _____

₦ : K

16D.ACCOUNT OPENING AUTHORISED/APPROVED BY:

Name

Signature _____

D	D	M	M	Y	Y	Y	Y

LETTER OF REFERENCE

The Branch Manager,
Jaiz Bank Plc.

Dear Sir/Madam,

Name _____

I wish to confirm that I have known the above named individual for _____ (period).

I/We would like to comment about the person's suitability for maintaining a Current Account with you as follows:

I/We maintain a current Account(s) with

Name of Bank _____ Address _____

Account Number _____

Yours faithfully,

Signature/Date _____

Name _____

Address of Referee (Not P. O. Box) _____

Phone Number: _____

CAUTION: It is dangerous to introduce a person who is not well known to you.

LETTER OF REFERENCE

The Branch Manager,
Jaiz Bank Plc.

Dear Sir/Madam,

Name _____

I wish to confirm that I have known the above named individual for _____ (period).

I/We would like to comment about the person's suitability for maintaining a Current Account with you as follows:

I/We maintain a current Account(s) with

Name of Bank _____ Address _____

Account Number _____

Yours faithfully,

Signature/Date _____

Name _____

Address of Referee (Not P. O. Box) _____

Phone Number: _____

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