

1. CUSTOMER DETAILS					
TITLE		SURNAME:			
FIRST NAME:				OTHER NAME(S):	
ACCOUNT NUMBER:				BRANCH	

# 2. ADDITIONAL PREMIUM OFFER PRODUCTS REQUEST

OVERDRAFT AMOUNT

# PLATINUM DEBIT CARD

ACCOUNT NUMBER:			BRANCH	
EMBOSSING NAME:				
PREMIUM OVERDRA	AFT			
	Against Salary (GHS 5,0	00.00		
	Against Term Deposit (N	Max Amount is 80% of Te	erm Deposit, capped a	t GHS 24,000.00)
	DEPOSIT AMOUNT		ACCOUNT NUMBER	

BRANCH

# 3. FOR BANK USE ONLY

CUSTOMER ID:		
NAME:		
SIGNATURE:	 DATE:	
NAME:		
SIGNATURE:	 DATE:	
NAME:		
SIGNATURE:	 DATE:	

# TERMS AND CONDITIONS

# l. Definitions

- a. 'Account holder' means a person (natural or artificial) who holds and maintains an account with the Bank.
- b. "The Bank" means Societe Generale Ghana Limited
- c. "Account" means a Bank account of any type opened and maintained by a customer.
- d. I/We refers to the account holder/s
- e. 'You/Your' refers to the accountholder/s

# 2. ACCOUNTS 2.1SavingsAccount

a. The Bank reserves the right to fix the minimum deposit amount that must be maintained by you. The Bank may close your account if you do not operate the account in a manner consistent with the operation of a savings account.
b. Smart Saver Account Insurance - You shall be entitled together with two nominated members of your family to an assured sum of GHS1,000.00 each in the event of permanent injury or death if you operate a smart saver account. The

Bank shall bear the cost of fees for insurance cover

2.2 Fixed deposit Account

The Bank may permit the withdrawal of funds from a fixed deposit account before maturity. You accept that in such instances you shall forfeit all accrued interest and shall be liable to pay any charges or penalties we shall impose.

## 2.3 Joint Accounts

Where two or more persons hold joint account, the following shall also apply:

a. In the event of the death of one account holder, the Bank shall pay or deliver to the order of the surviving account holder all monies, documents and properties which remains unencumbered and held on any accounts in their joint names.

b. The holders of a joint account shall be jointly and severally liable for any liabilities that may accrue on that accountc. The Bank may act on the instructions of one party if agreed, however, if a holder of the joint account gives

instructions which conflict with the instructions of the other holder. The Bank reserves the right to refuse to act on any instructions until the conflict has been resolved to the Bank's satisfaction.

2.4 Minor Accounts

The Bank shall act on instructions received from the minor's guardian named in the account opening forms regardless of the minor having attained the age of majority until the guardian sends a written notification to the Bank directing the Bank to cease from acting on the guardian's instructions and to commence acting on the account holder's instruction.

2.5 Bank accounts are not transferable.

# a. PREMIUM OFFER

- Current Account
- Super Saver Account
- Premium automatic overdraft amount is GHS5,000 (for salaried workers)
- For non-eligible salaried and non-salaried clients, a lien will be placed on term deposit in the name of the client throughout the tenor of the facility
- Visa Platinum Card
- Sound Cash Insurance Cover Electronic banking: Connect

#### b.Eligibility

Salaried and Non-Salaried top affluent persons who are customers and prospective customers of Societe Generale Chana and who are 18 years of age and above.

- Access to the bank's Electronic banking services at no extra cost.
- No charge for the use of Platinum card for withdrawals at SG Chana ATMs nationwide
- No charge for Platinum card subscription, No quarterly fee

# USE OF ACCOUNT

#### **3.1** Deposits

- a. The Bank will accept for deposit to your account all cash, cheques and other items payable to you.
- b. The proceeds of cheques and other similar items deposited will only be available as cash after the clearing cycle has been completed.

c. In the normal course of business, the Bank is unable to process postdated cheques.

#### 3.2 Deposits reversed

a. debited with bank charges associated with these unpaid items. Details of such charges are available in our tariff guide.

b. The Bank will debit your account with the amount of any cheque or other item deposited in your account to which you are not e ntitled and may pay the amount to the owner thereof, whether your account is in credit, or debit, and we will advise you of our action taken.

# 3.3 Payments

a. The Bank will make payments from your account on your instructions if there are sufficient funds available.

By arrangement, you may instruct us by means of computer or other electronic equipment to make payments from your account and we will debit your account whether in credit or not with the amounts concerned

#### 3.4 Stopping Payments

a. You may stop payment of a cheque you have issued before it is presented for payment unless the bank has made a commitment to pay it.

b. The Bank may accept stop payments of debit orders (eg: standing orders, cheques...) but the responsibility lies on you to cancel the underlying contract and you shall indemnify the Bank against any legal action arising out of such cancellation and non-payment of the debit order.

# 3.5 Interest

a. The Bank will charge you interest on any over drawn balances and we shall inform you of the applicable rate of interest charged, upon request.

b. The Bank will charge you for various services provided, details of such charges can be found in our tariff guide which is available in the Banking halls.

C. The Bank may vary charges and interest rates from time to time, but will give you reasonable notice of such changes before they come into effect by putting notifications in our banking halls and the use of any other means reasonable.

# 3.60verdraft

a. There shall be an automatic Overdraft of GHS5,000.00 available to the customer upon subscription of the offer which shall be in force until cancelled by the customer.

b. If your account is overdrawn without suitable arrangement; the Bank may transfer money to it from any other accounts held by you to set off.

c. The Bank may demand payment of all amounts owing by you at any time.

d. A document signed by a manager of the Bank containing details of an amount, including interest, owed by you will be sufficient proof thereof unless the contrary is proved.

e. The Bank may take legal action against you in an appropriate Court of Law to recover any monies owed by you.

f. You shall be responsible for payment of all our reasonable expenses in recovering any amounts you owe us including legal fees of an attorney.

g. You may formally request for an Overdraft from your Branch which request will be subject to the Bank's credit policy Access to the Overdraft and Overdraft renewal under Kits shall also be subject to the Bank's credit policy.

h. Overdraft processing fees and Interest are not inclusive of the monthly fee for Kits.

# 4. ACCOUNT SERVICES 4.1 Statements

a. The Bank will provide you with statements of your account according to the frequency and medium of delivery you choose.

**b.** Apart from the stated frequency of quarterly (for current account), or half-yearly (for saving accounts, all other adhoc requests for printed statements shall be at a fee stated in the Bank's tariff guide.

C. You shall advise us within 30 days of receipt of the statement, of any entry you regard as incorrect.

**d.** If you fail to notify us timeously of forged or unauthorized entries on your account and these results in losses taking place, the Bank reserves the right to refuse to refund the losses to you, provided that we have not been negligent or breached our duty of care.

#### 4.2Cheque book

- a. You agree to exercise the utmost care in handling any cheque book and any cheque given you by the bank.
- b. You also agree to ensure the following:

i. That all uncompleted cheque forms are kept in safe custody at all times; ii. That the Bank is informed immediately upon discovery by you that any cheque book or any cheque forms has been stolen, lost or mislaid. iii. That any person issuing a cheque is authorized to do so.

- iv. That any cheque is prepared and signed in ink or other indelible writing material.
- V. That the amount on a cheque is written in such a manner as to prevent any unauthorized addition of

letters or figures. vi. That any issued cheque and any alteration is signed by an authorized signatory.

vii. That no uncompleted cheque is given to any stranger or other person when you do not have reasonable grounds for believing that person to be trustworthy.

viii. Upon closure of your account you will return to the Bank any remaining uncompleted cheque forms relating to that account.

ix. That you will properly handle your cheque book and follow the instructions on filling it out, i.e. not writing below specified lines, not folding or crumpling the cheque.

**C.** The Bank will not be held liable for losses arising from unauthorized alterations to cheques which are not readily detectable.

**d.** You will be notified of all returned cheques in order for you pick up from the Branch. If you fail to pick up Within three days, the cheque/s will be sent to your last known address by registered post.

#### 4.3 Visa Debit Card

4.3. I I/We understand that this application signed by me/us, is for the issuance of a Societe Generale Ghana VISA Debit Card for myself/ourselves and for my/our use and that in doing so, I/We do not represent the interest of anybody.

- 4.3.2 1/We understand that the Societe Generale Chana Debit Card under the kit shall be applicable to my/our current account only.
- 4.3.3 1/We understand that the Bank may decline my/our application without assigning any reasons.

4.3.4 1/We understand that the Societe Generale Chana Debit Card remains the property of the Bank and I/We undertake to surrender it unconditionally and without reservation upon demand by the Bank.

4.3.5 1/We undertake to sign the card in ink as soon as it is received and not use an unsigned card.

4.3.6 1/We undertake not to use or attempt to use my/our card without sufficient funds in my/our account to cover transactions undertaken.

4.3.7 1/We undertake not to use or attempt to use my/our cards after the Bank has notified me/us of its cancelation or blockage.

4.3.8 1/We undertake to immediately advice the Bank, when the Societe Generale Ghana VISA Debit Card is lost, stolen, misplaced, etc., giving details of surrounding circumstances. I/We understand that if we fail to do so, I/We increase the possibility of fraud occurring on my/our account and I/We undertake not to hold the Bank liable for such unauthorized transactions on my/our account

4.3.9 1/We understand that I am/we are responsible for any transaction that occurs on my/our account prior to reporting the loss of my/our Societe Generale Ghana VISA Debit Card to the Bank.

4.3.10 1/We undertake promptly to return all found cards, previously reported by me/us as lost, stolen, misplaced, etc. to the Bank.

4.3.12 The card has an expiry date and is valid until the last day of the month shown. A new card will be issued unless my account is inactive or closed.

4.3.13 1/We recognize that I am/we are not allowed to give my/our card to anybody except those involved at a transaction point. The card is a property of the Bank and has been given to me/us in trust and therefore not transferable

4.3.14 1/We hereby authorize the Bank to debit my/our account directly with all transactions undertaken at the Point of Sales terminals, ATMs or for online transactions with my/our card and I/we take full responsibility for these transactions. I/we also agree to accept the Bank's receipt of withdrawals and transactions as conclusive.

4.3.15 The Bank is authorized to debit my/our account with all respective Service fees in connection with the issuance, replacement, renewal and quarterly/annual/monthly fees of the Societe Generale Ghana VISA Debit Card.

4.3.16 The Bank is authorized to debit my/our account directly with all respective fees in relation to transactions performed using my/our Societe Generale Ghana Visa Debit Card.

4.3.17 1 understand that fees are subject to change without notice.

4.3.18 The Bank reserves the right to block my/our card anytime it suspects any unauthorized transactions or misuse without notice to me/us.

4.3.19 The Bank and its authorized agents reserve the right to ask for proof of identity if the Societe Cenerale Chana VISA Debit Card is presented at a transaction point. This measure may be followed from time to time in order for the Bank to protect its esteemed customers against possible fraud.

4.3.20 The Bank shall not be responsible for any failure, malfunction or delay of any POST, ATM or its supporting or sharing network resulting from circumstances beyond the Bank's control nor shall the Bank be liable for any damages, loss or expense which the Cardholder may suffer as a result thereof.

4.3.21 The Bank reserves the right to vary these terms and conditions at its discretion. A general notice of the changes would be issued. Utilizing the service after the notification of such modification of the terms and conditions herein shall be considered a declaration by me/us approving the modification and will have no right to object to or contest same.

Notice for Platinum card application with Cedi Accounts:

4.3.22 The use of the card outside Ghana is subject to the Bank of Ghana's Foreign Exchange Regulation limit.

4.3.23 1/We agree to use the card for transactions or withdraw cash not exceeding Bank of Ghana's Foreign Exchange Regulation limit each time I/We use my/our card outside Ghana. The Bank of Ghana Foreign Exchange Regulation limit is currently US\$ 10,000 (Ten thousand United States Dollars) per trip and Bank of Ghana may review it from time to time

4.3.24 1/We agree to inform the bank anytime I/We return from a trip abroad. This is to enable the Bank to facilitate the use of my/our cards both home and abroad. Failure to do so may result in these penalties:

- Blocking of card
- Withdrawal of international functionality
- Complete withdrawal of card

4.3.25 1/We unconditionally and irrevocably agree to abide by all the terms and conditions stated

4.3.26 For transactions executed abroad, the exchange rate applicable shall be equivalent to the rate on the date of settlement and not the date the card was used or the transaction date

4.3.27 it is agreed upon that all card transactions outside Ghana will be converted to GHS through Visa and further conversion required would be according to announced bank rates on the movement date and not the date the card was used and I/we shall bear any difference in prices resulting from such conversion.

4.3.28 The Bank shall be entitled to block the Cardholder's Visa Card if same is used in any country which is the subject of any sanctions and this agreement with the Cardholder shall thereafter be terminated forthwith.

# 4.4Connect

#### 44.1 PURPOSE OF THE SERVICE

These conditions are set to define subscription and access to a mobile banking service (herein referred to as CONNECT) which SC GHANA or the Bank offers its individual customers. CONNECT is a smart banking service that enables customers of SC GHANA access their accounts, banking information and perform some operations via a mobile app and the internet.

4.4.2 SERVICE REQUIREMENT

The Subscriber accesses CONNECT via a smart phone or other smart devices. He/she is personally responsible for the rental or purchase of these digital devices, internet data as well as maintenance of the hardware and software usage. The Subscriber must have verified compatibility of his/her device with the service (hardware compatibility as stated in the FAQs of the service).

The Bank shall make best effort to maximize compatibility but cannot guarantee the operation of the service on all existing devices on the market It should be noted that the service is currently available through a mobile app and the internet. This contract remains valid for all access regardless of medium used. Access to the service is protected by some personalized security principles which the Subscriber undertakes to protect in accordance with Article 6.2. At the end of each session, the Subscriber must immediately disconnect from the service.

# 4.4.3 SERVICE FEATURES

4.4.3.1 Transactional and Non-Transactional Services

At the launch of CONNECT, services to be offered shall include accounts consultation, products information and performing of transactions. The list of features includes but are not limited to:

Account and products consultation: current accounts, savings accounts term deposit and loan accounts

Transactions: bank transfers, cheque book request etc.

• Alert setting (account balance alerts, debit alerts, credit alerts, transfer execution, cheque book availability, cash withdrawal, password change, etc.)

- Movements during the day (intra-days)
- Download of bank details

• Other services: geo-location of branches (requires a GPS location agreement of the user on the concerned equipment), change Of password, exchange rate and credit simulation. The use of the above services on subscription

(date of signature) as well as future services to come shall entail additional costs. The details of the services and charges concerned shall be communicated to the Subscribers.

Acceptance of the charges and terms of use shall result in the use of the service by the Subscriber. The scope of the service is subject to change as referenced in article 13 and 18. The Subscriber may refer to the various mediums made available to him/her in SG Chana branches nationwide wide or call the SG Chana CONTACT CENTER for detailed explanation of the functionalities of the services.

#### 44.4 DESCRIPTION OF TRANSACTIONS Subscribers can perform the following:

- Account to account transfer. Subscribers can transfer funds between their SG Ghana accounts.
- Transfers to SG Chana beneficiaries. Subscribers can transfer funds from their SG Chana accounts to other beneficiaries within SG Chana.

• Transfers to beneficiaries in other bank. Subscribers can transfer funds from their SG Ghana accounts to beneficiaries of other banks in Ghana only.

N.B All transactions are in local currency only

#### 4.4.5 SERVICE SUBSCRIPTION

# 4.4.5.1. Eligible customers

SG GHANA individual customers who are eighteen years and above. The Subscriber must hold at least an SG GHANA current account or savings account. SG GHANA reserves the right to refuse a subscription request without any justification.

# 4.4.5.1. Activating the service

The service is activated as soon as the Subscriber enters his/her connection parameters on his/her device as referenced in 6. I.

# 4.4.5.2. Excluded Accounts

Customers with accounts below are excluded from CONNECT:

- Accounts of persons without legal capacity
- Accounts with garnishee(s) and other court order(s)

• Accounts with disputes - SG GHANA reserves the right to refuse a customer access at the end of the legal disputes. 4.4.5.3. Limited Access Accounts

Subscribers with joint accounts shall each enjoy limited access to the service. Joint account holders with "AND" signing instructions cannot enjoy transactional functions (transfers, cheque book request ...) on the accounts on which they are co-holders. Only consultation functions are allowed. Each joint holder shall be designated as a Subscriber. Unless otherwise indicated all the provisions of these general terms and conditions will automatically apply to each of the co-holders.

#### 4.4.5.3. Terms of subscription

Overall transaction limits are defined by SC Ghana for the operation of the service as indicated in article 24.

• For safety and security reasons, the device number on which the Subscriber will receive the code to confirm the activation of the service (ACTIVATING code sent by SMS) shall be the number on the Subscriber's form.

• Where necessary, the Subscriber must first request for modification and follow the existing procedure for modifying and updat ing his/her phone number.

• The Subscriber who subscribes remotely, in addition to the consultation of accounts can only perform limited transactions on his/her accounts until he/she completes and signs the general terms and conditions and present it at any SG Chana branch.

• The Subscriber must complete, sign the contract and present it at any SG Ghana branch within 90 days from the date of subscription to enjoy all the functionalities of the service. Subscribers who fail to sign and submit their contract to within the 90 days period will have their subscription terminated.

# 4.4.6. ACCESS TO THE SERVICE

# **4.4.6.1**. Accessing the service

The activation and access to the service requires the use of four codes:

• User ID: This code consisting of 7 digits, is presented to the subscriber during the subscription process. To facilitate use, the identifier is stored in the service by selecting the option "Remember me"

• Temporary Password: It is a single use 6-digit code delivered to the Subscriber in the subscription contract (special conditions). It is used to initiate the activation of the service on the device and to trigger the sending of the activation code to the Subscriber.

• Activation Key: This single use code is sent by SMS to the subscriber on the device number that was used as contact means and also indicated in the special conditions of this contract. As soon as it initiates the activation of the



service, it is used to connect the device to the subscribers for extra security. The costs relating to the SMS are the responsibility of the Bank.

Permanent Password: this is a 6-digit code that the Subscriber will define at the end of the service activation
process and will be used to access the service and perform transactions. It is the Subscriber's responsibility not to choose
a trivial code. For additional security, certain combinations are prohibited and it is recommended that the structure of the
permanent password must follow some rules of vigilance: avoid repetitive
birth, car registration number etc.).

#### 6.2. Security Principles

The permanent password is strictly personal. It is the responsibility of the Subscriber to keep it secret and not disclose it to anyone. For safety reasons, access to the service is temporarily blocked after three (3) incorrect entries of the permanent password.

If the Subscriber forgets, loses or blocks his/her permanent password the Subscriber may request for the generation of a new password by SG GHANA CONTACT CENTER on 0302214314.

#### 4.4.7. SUSPENSION OF SUBSCRIPTION

**4.4.7.1.** Access to CONNECT is the sole responsibility of the subscriber thus SG CHANA cannot be held responsible for the loss or theft of his/her device 4.472. It is in the interest of the Subscriber to inform SG CHANA as soon as possible of any circumstance preventing access to the service including the loss or theft of his/her device, change of phone number (referenced in the specific conditions) and termination of his/her internet connection.

4.4.7.3. The bank shall be informed during the opening hours of branches and the Contact Center and by any means of the suspension of the service. The Bank shall not be held responsible for the consequences of any disruption that does not come directly from the Bank to the Subscriber.

4.4.7.4. The Subscriber is responsible for the strict compliance with the provisions of Article 6.2. The Bank only assumes responsibility if the Subscriber's password is used after he/she had made a formal request for suspension of the service and the request had been acknowledged by the Bank.

4.4.7.5. All operations performed by the Subscriber via the service before the request for subscription suspension is receive and acknowledged by the bank is the sole responsibility of the subscriber irrespective of his/her negligence.

#### 44.8. PRICING

The service when offered as part of the Bank's Premium offer (package product) and as a single product shall attract no charge.

• The Bank reserves the right to modify the subscription and transactional charges related to the usage of the service. Any change in pricing shall be communicated to the Subscriber by the Bank, a month before the effective date of the amendment.

#### 44.9. CONFIDENTIALITY

The Bank is bound by professional secrecy. Staff are obligated not to disclose any confidential information. The Bank shall however disclose information to individuals, authorities or bodies if the disclosure is required by law

The Subscriber authorizes the Bank to disclose his/her information to the Societe Generale Group (including its specialized subsidiaries) as well as external companies for the execution of subcontracted works. All measures shall be taken to ensure the confidentiality of transmitted information. In accordance with FATCA regulations for which Societe Generale Group has entered into an agreement with the US tax authorities (IRS) on

behalf of its subsidiaries, the Subscriber who signed a W9 form by which he/she acknowledges that he/she is subject to US taxation expressly authorizes the Bank to disclose his/her information to the Internal Revenue Service of the United States of America.

#### 44.9. PROTECTION OF PERSONAL DATA

• The Subscriber acknowledges that the Bank is required to process personal data relating to him/her in the implementation of this agreement as part of the management of the banking relationship.

The collection and processing of data carried out by the Bank includes among other things the management of
account and /or products subscribed, proof of transactions and agreements Subscriber relationship management, risk
management, fraud prevention, recovery or assignment of claims and the management of payment incidents, prospecting
and conducting of commercial activities, statistical and research studies, compliance with legal and regulatory obligations,
the management of operational risk, the fight against money laundering and the

financing of terrorism, the specific handling of any incident, false or irregular declaration, intended to prevent fraud or any other purpose related to the activity or service offered to the customers.

# UPDATED PREMIUM OFFER FORM FOR EXISTING CLIENTS

The Subscriber expressly authorizes the Bank to collect, process and transmit personal data to corporate members of Societe Generale Group, supervisory authorities, contractors and subcontractors who work on behalf of its partners, intermediaries, brokers and insurers to the extent necessary for the performance of the services concerned. The Subscriber is informed that the processing of such data is done in Europe.

• Subscribers dissatisfied with the service may request for closure of their account by writing to their branch of the Bank or in any other manner.

The Subscriber has the right of access to personal data concerning him/her and may also ask for an update or correction of inaccurate, incomplete or outdated data. He/she may also object to the processing of his/her personal data provided that there is legitimate reason for doing so. The Subscriber must understand that such objection may result in the bank being unable to provide the service or the closing of his/her account.

• The Bank shall retain data mentioned above for a period of six years (6) after the termination of the relationship with the subscriber.

44.10. RESPONSIBILITY

SC Chana assumes no responsibility regarding the reception and transmission of information. The bank is not liable for any dispute which may arise between the Subscriber and his/her telecom/internet service provider.

For reasons of compliance, the Bank may refuse to carry out transactions via SG CHANA CONNECT without providing reasons for its decision. When the Bank refuses to carry out a transaction, the Subscriber shall receive a notification. The Bank cannot be held liable because of a refusal to carry out one or more operations. The Bank's liability limited to direct damages, can be sought only if it is established that it has been guilty of gross negligence. The execution of transactions is exclusively the responsibility of the Subscriber. The same applies if a third party could by any technical means intercept and decode radio signals exchanged between the telecom operator and the Subscriber. The Subscriber is liable for the execution of transactions so far as the orders originate from the device of the

SG Ghana shall not be responsible for the non-performance of obligations when it is due to a case of force majeure especially in case of interruption related to the transmission of information. In addition, when liability is incurred, it is limited to the amount of transactions in progress. On the other hand, the bank is not responsible for any consequence of a security (hardware or software) defect of the terminal or connection used by the Subscriber. The Subscriber is responsible for all consequences which would result from a transmission error or manipulation on his/her part.

# 4.4.11. PRESERVATION OF DOCUMENTS OR INFORMATION -CLAIMS

Retention of electronic form of information relating to the operations referred to in this agreement shall be for a period of six (6) years. All claims must however be submitted not later than sixty (60) days from the date on which the Subscriber access his/her account statement. After this period, the operations can no longer be a subject of complaint.

#### 44.12. MODIFICATION OF THE GENERAL CONDITIONS

This agreement may evolve and may require some changes on the initiative of the bank. Any legislative or regulatory measure which would affect all or any part of this contract shall be applicable from the date of entry into force. Any changes other than those relating to the enhancement of the service, tariff conditions and legislative measures shall be signed by the parties. Any substantial modification of this agreement shall be brought to the attention of the Subscriber through the channels available to the customer at his/her branch. The Subscriber shall have a period of one (01) month from the date of the communication to challenge or denounce the agreement by a letter addressed to his/her branch. In the absence of any challenge by him/her within the above mentioned period, the modification shall be deemed as accepted by Subscriber on the implementation date

#### 4.4.13. DURATION OF THE CONTRACT - TERMINATION

4.4.13.1. This contract is for an indefinite period.

4.4.13.2. SG Ghana reserves the right in the event of termination of the service or for any other reason to terminate the contract at any time by sending an e-mail to the Subscriber. The Bank may also broadcast a message on its website without giving reason for the service termination.

4.4.13.3. Upon failure of the Subscriber to fulfill his/her contractual obligations, the Bank shall cancel the service and Subscriber notified by an e- mail or letter sent through the Subscriber's branch.

4.4.13.4. The Subscriber may at any time request for the cancellation of his/her subscription. The cancellation request shall be subject to one

(01) month notice by e-mail or letter delivered at the Subscriber's branch.

#### 4.4.14. CONTRACT DOCUMENTS

Amendment to the specific, general terms and conditions shall form an integral part of the CONNECT contract.

The contract cancels and replaces agreements or correspondence prior to the signing of the present agreement concerning the object described in article I. It is understood that the contractual documents explain each other.



However, in case of contradiction or inconsistency between the terms of the contract documents, the special conditions shall prevail over the general conditions. CONTRACT DOCUMENTS.

# 4.4.15. MONEY LAUNDERING

Penal provisions punish money laundering from drug trafficking or the laundering of the proceeds from any crime. As part of the fight against money laundering, the Bank is oblige by law to inform the Subscriber of transactions that appear unusual, in particular because of their terms, amount or their exceptional nature with regard to those previously dealt with by the latter. The Subscriber undertakes to give the Bank where necessary, any useful information in the context of these operations. The Bank is required by law and its internal procedures to take all necessary measures to combat money laundering and the financing of terrorism. These regulations require consistent explanations and consistent documentation for the operations of its Subscribers. Failing that, it would expose itself to severe regulatory and judicial sanctions. In order to satisfy its obligations, the Subscriber undertakes to provide the Bank at first request with all relevant information and documentation in order to establish the source and destination of the funds transiting through his/her account regardless of the amount. The Bank reserves the right not to carry out any operation which it deems noncompliant or in excess of the maximum authorized limits.

### 4.4.16. PROOF OF RESIDENCE

For the purposes of this agreement, the parties hereby reside at their respective addresses. Any change in residence must be notified to the Bank by registered letter with acknowledgement of receipt.

#### 4.4.17. VARIATION

SC GHANA reserves the right to modify at any time the scope of the services offered.

#### 4.4.18. RECORDS IN ACCOUNT BOOKS

The account records communicated shall correspond to the accounting entries in the Bank's books at the time of communication. Such information may be rectified in subsequent account statements where the transactions previously communicated have been recorded or stated in error.

Any printouts/statements or files in which any transactions or information related to the Subscriber's account(s) is printed is for his/her use only.

#### 4.4.19. INTELLECTUAL PROPERTY RIGHTS

CONNECT is the exclusive property of SG GHANA.

# 44.20. JURISDICTION AND DISPUTES

This agreement is subject to Ghanaian law. The parties undertake to resolve amicably any dispute that would arise in connection with the execution or interpretation of these terms and conditions. Upon the failure to amicably settle issues within 30 days of notification by either party, the issues in contention shall be decided by the Bank of Ghana or the Courts of Ghana with competent jurisdiction.

#### 4.4.21. DISCLAIMER

SC GHANA shall not be liable for any information sent by CONNECT if such information has been altered, changed or falsified in any way. In the event of disclosure or unauthorized use in any way by the Subscriber and/or any person associated with the Subscriber or on the Subscriber's instructions, the Subscriber shall be solely responsible for the consequences.

#### 44.22. CHANGE IN INFORMATION PROVIDED

The Subscriber undertakes that he/she shall notify the Bank in the event that any information provided to the Bank pursuant to this agreement changes. Failure to provide such new information shall entitle the Bank to terminate this Agreement.

#### 44.23. TRANSACTION LIMITS

Subscription can be done at any SG Ghana branch or remotely with assistance from the SG GharCenteract

The transactions that a Subscriber can access is limited when subscription is done remotely. The Subscriber must sign the terms and conditions and present it at any SG Ghana branch within 90 days from the date of subscription to enjoy all transactional functions of the service.

Subscribers who subscribe remotely and do not complete their terms and conditions at the branch shall be semi activated with limited transactions as indicated in the table hereafter.



# UPDATED PREMIUM OFFER FORM FOR EXISTING CLIENTS

Remote Subscription-Semi activated app

SEMI- ACTIVATED MATRIX	Weekly Limits	Monthly Limits	90 days Limit	Limit per transac tion
Global: All operations together	GHS 5,000	GHS 5,000	CHS 5.000	NIA
Account to account transfer for same customer in SG Chana in Ghana Cedis only	No Limit	No Limit	See line Global: all operations together	No Limit
Transfer to another beneficiary in SG Chana	CHS 100	GHS 200	See line Clobal: all operations together	GHS 100

In branch subscription-fully activated app

FULL ACTIVATED	Weekly Limits	Monthly Limits	Annual Limits	Limit per transaction
Global: All operations together	GHS 30,000	GHS 120,00 0	GHS 1,200,000	N / A
Account to account transfer for same customer in SG Ghana	No Limit	No Limit	See line Clobal: all operations together	No Limit
Transfer to another beneficiary in SG Chana	CHS 30.000	CHS 120,00 0	See line Clobal: all operations together	CHS 100
Transfer from SG Chana account to other banks in Ghana	GHS 30.000	CHS 120,00 0	See line Clobal: all operations together	GHS 5,000

4.5 Branch Safe Custody

The Bank receives at its Branches, customer owned articles for storage or safe keeping. These are governed by the following terms:

a. The article must be received from an accountholder of the Bank.

b. We shall not be liable for any damage to or loss of the article through any cause howsoever caused unless we are proven to have been negligent and did not exercise due care.

c. The Bank undertakes to exercise reasonable care in storing the article and in ensuring that no unauthorized person has access thereto;

d. The Bank shall have a lien over any article deposited with the Bank for storage and/or safe keeping for any outstanding charges payable to the Bank on account of the service provided by the Bank for the storage or safekeeping

of such article. The Bank is hereby authorized to open any package or envelope containing the article and to exercise in respect of the article such rights as the Bank is permitted by these General Terms and Conditions to exercise over any property over which the Bank has a lien;

e. The Customer shall certify that any articles/packages deposited with the Bank do not contain any weapon, firearm or other explosive device, perishable items, liquids, items prohibited by law (drugs), legal tender and the likes.

f. In the event that we have reason to suspect that the articles/packages contain any of the prohibited items, we shall have the right to open such packages and dispose of them/ report to the law enforcement agencies.

g. In the event of the death of a Customer the Bank will release any article deposited by the Customer to the Customer's administrators or executors with a certified copy of the Customer's Death Certificate and a valid grant of probate or letters of administration, as the case may be and only upon payment of all outstanding charges due to the Bank in respect of the storage or safe keeping of such articles.

If you wish to use our Safety Deposit Box Service, additional terms and conditions which govern the service will be made available at the time of subscription.

4.6 Bank Charges and Rates

a. Bank charges and rates including fees for Kits are available in the Bank's tariff guide which is available in all SGCH Branches and/or the Bank's website. Charges and rates are subject to change and the tariff guides shall be duly updated with any such changes for your information. Where applicable such charges or rates would be subject to Value Added Tax(VAT)

b. The subscriber to a Kit shall pay a single charge for the entire components in the Kit instead of single charges for the individual components in the Kit.

c. All charges and rates shall be deducted from the Customer's Account.

# 5. ACCOUNT AND ACCOUNT SERVICES CLOSURE

**a.** We will close your account on receipt of a request in writing signed by you to do so, but the closure will only be effective after you have returned any unused cheques and bank cards, and all un-cleared cheques or other items deposited have been paid. A request by you to close your account will automatically trigger closure of all account Services you have subscribed to.

**b.** Bank cards will have to be cut into pieces. If you do not present you card to be cut into pieces and it is used without your authority, you shall be held responsible.

**C.** You may upon written request to us instruct us to stop providing other account services to you without closing your account and the Bank would stop providing the said services to you. This will however not preclude you from fulfilling any obligations you may have accrued towards us when the service was being provided.

- d. If you are subscribed to the Premium offer, you may write to the Bank and fill a subscription cancellation form to cancel the subscription
- e. Upon termination, fees due and already charged shall not be refunded.

f. All individual service charges for the various products shall begin to apply to the customer if he/she chooses to subscribe to any after unsubscribing from the Kit

**g.** We will on our own volition close your account or stop offering any/a particular account service(s) to you upon giving reasonable prior notice to you using your given address and we shall not be obliged to give reasons for such action.

# 6. BANK'S RIGHTS

d. Lien

i. The Bank shall have a general lien over all of your assets in its possession, including but not limited to cash, goods, valuables, negotiable instruments and movable and immovable property used as security for repayment of money whether that money has been repaid or not.

ii. The Bank may realize the assets to offset the debt owed by you only after having given you reasonable notice of our intention so to do and you have not within the period of notice discharged your debt.

iii. If the Bank proceeds to realize the property under (ii) of this clause, you hereby irrevocably appoint us as your attorney for the purpose of realization and shall do all things necessary for the effective realization of the assets. Any surplus funds shall be held on your account subject to the general terms and conditions.

iv. Funds in your fixed deposit (local or foreign currency) may be used to set off your debt regardless of the fact that it has not reached its maturity period

V. Funds in foreign account may also be used to offset your debt and shall be realized at the rate of exchange applicable. We shall not be liable for shortfalls caused by exchange rate fluctuations.

- vi. The Bank shall not be responsible or liable in any way for the outcome of a realization unless it can be shown that we acted in bad faith.
- e. Right of Set off

In consideration of the Bank providing you with banking/financial services and other facilities, you agree that in addition to any other general lien or similar right to which we as Bankers may be entitled by law, the Bank may at any time and without notice to you combine or consolidate all or any of your accounts with/and liability to the Bank and set off or

transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of your liabilities to the Bank on any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.

#### f. Other Rights

i. Any waiver or concession the Bank may give you will not affect any of the bank's other rights against you.

ii. The Bank's right to receive payment from you shall not be affected by any dispute between you and a supplier. iii. You must pay all the Bank's expenses in recovering any outstanding amounts you owe the Bank.

#### 7. AML COMPLIANCE AND FRAUD PREVENTION

**a.** In accordance with the Anti-Money Laundering Act, 2008, (Act 749) together with any modification or reenactment thereof, the Bank shall ascertain the source and usage of funds to protect both the Bank and the Customer's interest. The Bank reserves the right to refuse a transaction where the source and/or the purpose cannot be verified or justified.

**b.** You consent to the Bank carrying out identity and fraud prevention checks and sharing information relating to this application with the Economic and Organized Crime Office ("EOCO") or relevant Law Enforcement Agencies. Should your account conduct at any time in the future reasonably cause the Bank to suspect that your accounts are being used for improper purposes; the Bank shall provide details of this suspicion to the aforementioned agencies. You understand and agree that the record of this suspicion will then be available to other members of these agencies if they carry out checks in your name.

C. Additional Information and Intra Group Disclosure

Any request for an operation or any operation realized by the client and which appears unusual as regards its amount and/or its complexity may be subjected to a request for additional information.

The client expressively accepts that, for the purpose of management of all its requests or operations, information can be communicated to Societe Generale and/or to one of its specialized subsidiaries located in France or abroad and hereby consents to such communication. The client recognizes that, if necessary, the bank can refuse to carry out its request or to execute its operation.

#### 8. CONSENTS AND AUTHORISATIONS

#### a. Credit Reference/Credit Reporting

The account holder hereby consents and authorizes the Bank to:

i. Submit information on credit transaction of the accountholder with Societe Generale Ghana to Credit Bureau licensed under the credit reporting Act 2007 ii. Obtain credit reports on the accountholder from a Credit Bureau under this Act for purpose of credit management

#### b. FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

i. The Bank is a subsidiary of Societe Generale, which is registered as a participating financial institution under FATCA.

ii. You hereby consent to the Bank ascertaining your FATCA status and forwarding information on your account to

the United States Internal Revenue Service.

# C. Third Party Reference

You consent to the Bank checking by reference to third parties the correctness of details given in the application form you have completed for opening of the account.

#### d. Intra-Group Disclosure.

You consent and authorize the Bank to submit any information held by it on you with its Parent Company Societe Generale S.A, or any of the subsidiaries within the Societe Generale Group.

# 9. BANK SECRECY/CONFIDENTIALITY/DATA PROTECTION

a. The Bank will treat all your personal information as private and confidential. Nothing about your accounts or your personal details will be disclosed to anyone, other than disclosure made at your request or consent and in exceptional circumstances permitted by law.

**b.** The Bank will use all reasonable endeavors to ensure that all your information regarding all Banking and Financial services provided to you is kept confidential and is not disclosed to any third party.



- C. The Bank shall ensure that in keeping your data, the provisions of the Data Protection Act, Act 843, 2012 are strictly adhered to.
- d. The Bank is however authorized to disclose information if that disclosure:

i. Is to the Bank's agent who, in our reasonable opinion, requires access to your information to ensure the proper operation or provision of services:

ii. Is made to the relevant authority where we are obliged under a statute, regulation, directive or court order to disclose the information; iii. Is made in the course of the provision by SC-GHANA Limited of any Service in accordance with this Agreement and any other related Agreements you may enter into with us regarding the provision of services.

#### 10. AMENDMENT/VARIATION OF THE TERMS AND CONDITIONS

- **a.** The Bank may at any time amend/vary these terms and conditions and give notice of such amendment to customers. Notice of amendment may include putting up notices in the Banking hall and on our website.
- b. An amendment/variation will not constitute a cancellation of this agreement. You are not allowed to vary any of these
  - terms.
- c. ADDRESSES FOR NOTICES

The address you supply on your account opening form will be regarded as your chosen address where all notices may be given and documents in legal proceedings may be served. You must notify the Bank in writing immediately your chosen address changes and cause your KYC details to be updated.

### 11. FORCE MAJEURE

The Bank shall not be liable to the Customer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of its obligations under these General Terms and Conditions if the delay or failure was due to any cause beyond the Bank's control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Bank's control: acts of God, national emergency, war, prohibitive governmental action, riots strikes, civil disturbance, storm, fire, flood, earthquake, terrorists' activities and bomb explosion.

# 12. APPLICABLE LAW AND JURISDICTION

a. These General Terms & Conditions and any agreement in relation to them shall be constructed and governed in all respects by and in accordance with the Laws of Ghana and the Customer irrevocably submits to the jurisdiction of the Ghanaian courts.

b. Notwithstanding what is stated herein above, the Bank may bring any action against the customer in relation to the Customers' accounts(s) before the courts of any other jurisdiction as it deems fit and nothing shall preclude the Bank from taking any such action or proceeding against the Customer in one or more jurisdiction either concurrently or not.

13. For all enquiries and complaints contact us by

Phone: +233 (0) 302 214 314 Email: sgghana.info@socgen.com Website: www.societegenerale.com.gh



14. DECLARATION.			
l/We.		/	
understand	and agree that:		

The account is opened and operated in accordance with the directives laid down by its statutory regulators (Bank of Chana) from time to time. I/We confirm having received and read the general terms and conditions governing the accounts and agree to comply with them/any other rules that may be in force from time to time.

I/We confirm having read the Societe Generale Ghana Ltd tariffs by which we agree to abide. I/We also understand that tariffs are subject to change without prior notice to us.

I/We hereby agree that Societe Generale Ghana Ltd shall share all the information about my/our account/ deposits with its group companies and Credit Reference Bureaus.

I/We authorize Societe Cenerale Ghana to deduct/debit my/our Account with any charges as the law may require. The declarations given in this form by me/us are true and I/We shall be held responsible for same at all time.

NAME	
SIGNATURE	 
DATE (DD/MM/YYYY)	