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Please debit my Keystone Bank Account No.												
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For the outstanding balances due for repayment to my Keystone Bank card acco	ount monthly.											
Effective date for this mandate is;												
Account Name												
Signature	Signature											
For Official Use Only												
AID EMPLOYMENT CHECKLIST* SELF EMPL	OYMENT/BUSINESS CHECKLIST*											
Account opening forms duly completed - Account open	ning forms duly completed											
Passport photographs (Name & Signature behind) - Passport pho	tographs (Name & Signature behind)											
Employers letter of introduction or Staff ID - Evidence of E	Business Registration											
Acceptable Identification (PP/Nat'l ID/ DL) - Acceptable Identification - Acceptable - Acceptable Identification - Acceptable - Ac	able Identification (PP/Nat'l ID/ DL)											
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Last 6-month bank statement (Personal or Business) - Last 6-month	bank statement (Personal or Business)											
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# Terms & Conditions

## AGREEMENTS

#### CLASS OF CARD AND CREDIT LIMITS

The class of card and the credit limit we will offer to you will be determined and based on the information you provide on this application form and in accordance to the bank's current credit approval terms and conditions.

#### INDEMNITY

I hereby agree to indemnify KEYSTONE Bank LTD in full against any action, claim, proceedings, act arising from this account. I further confirm that all my/our dealings in respect of this account shall not be contrary to any subsisting law or regulation in force whether in Nigeria or any other applicable country from time to time.

The undersigned hereby request you to establish in your books credit account in NGN hereinafter called the ("Visa Card Account") and to credit thereto all facilities that I may receive in my names or may pay in for credit into my account.

In consideration of your opening account, I hereby agree that;

- 1. Withdrawals from the Account shall be made by me or my additional cardholder(s)
- 2. I shall be solely responsible for all transactions and settlement due the additional cardholder(s) card.
- 3. The bank shall have no responsibility for or any liability to me for any diminution due to taxes or imposts or depreciation in the value of funds credited to the account due to inflation or for the availability of such funds due to restrictions on convertibility, requisitions, involuntary transfers seizure of any character, exercise of military or usurped powers, or other similar causes beyond the bank's control.
- 4. The bank may at any time in its discretion discharge its entire liability with respect to the account by mailing to, at the address set in this application form, its draft in the currency of the account without recourse to you as drawer, payable to me in the amount of the then credit balance in the account, together with such other documents, if any may be necessary in its sole discretion, to transfer to me such claim as you may have on such funds.
- 5. I agree that the operation of the account shall at all times be in line with the statutory requirements and Central Bank of Nigeria rules and regulations in effect from time to time.

#### STANDING ORDER/LETTER OF SET-OFF

In consideration of your issuance of a KEYSTONE Bank Naira credit including making or continuing advances, to or for my account (Hereinafter called "the Cardholder") I hereby authorize the bank to at any time, and without notice to me set off or transfer any sums to offset my credit card account outstanding liabilities (plus accrued interest fees/charges) if I 'm deemed to be in default by the bank.

#### TERMS AND CONDITIONS

## 1. Introduction

- By using your KEYSTONE BANK VISA CREDIT/DEBIT CARD you unconditionally agree to be bound by the laws, rules, regulations and official issuances applicable on the matter, now existing or which may hereinafter be enacted, issued or enforced. These terms and conditions comprise the agreement between KEYSTONE BANK LTD and the Cardholder in connection with the Cardholder's visa Credit/Debit Card.
- In this agreement "we", "us" and "our" mean KEYSTONE BANK LTD and "you" and "your" mean the customer and include (where appropriate) any person the customer has asked us to give a Card to.
- 1.1 "Account" means the bank account held or to be held with KEYSTONE BANK LTD or other Banks specified in the name of the Cardholder (whether solely or jointly with another person), the number of which is or shall be specified in the application form for the Card and communicated to the Cardholder as appropriate.
- 1.2 "Account Currency" means the currency in which the Account is denominated.
- 1.3 "Bank" means KEYSTONE BANK LTD.
- 1.4 "Card" means a Visa Credit/Debit Card, including any renewal or replacement Card.
- 1.5 "Cardholder" means the person having power alone to operate the Account in accordance with the Bank mandate in respect thereof.
- 1.6 "PIN" means the Personal Identification Number issued to the Cardholder from time to time for use with the Card.
- 1.7 "Transaction" means any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of the Card in any authorized manner for debit or credit to the Account.
- 1.8 "Interswitch" means the network platform for switch transactions.
- 1.9 "CBN" means Central Bank of Nigeria.

# 2. Using the Card

- 2.1.1 We will give you a Card to use to withdraw cash and make payments. You must sign your Card and change your PIN to a new PIN of your choice as soon as you receive it and follow any instructions that we give about using your Card and keeping it safe. The card may be used to pay for goods or services or to obtain Cash Advances or for any other purposes we allow from time to time, up to your credit limit.
- 2.1.2 The card must not be used for any unlawful transaction including goods and or services prohibited by the laws of the Federal Republic of Nigeria.
- 2.2 We may refuse a card if:
- 2.2.1 The transaction exceeds your credit limit or if the amount owing on your account plus any other amounts we have agreed to or authorized would exceed your credit limit; or
- 2.2.2 The transaction does not comply with any applicable terms from time to time.
- $2.3 \quad \hbox{All transactions will be shown on your monthly account statements}.$
- 2.4.1. We will send you a monthly statement, unless there have been no payments into or out of the account during that period and the balance is nil. You are required to repay the minimum repayment amount stated on your monthly statement by the due date stated on your statement.
- 2.4.2 We will not charge interest on purchases shown on your current statement for up to 40 days from the date of the purchase, if you pay the total balance shown on that statement by the payment date (and have also paid the total balance on the previous statement by the payment date). Where we do charge interest on purchases, we charge it from the date of the transaction. We will always charge you interest on Cash Advances from the date of the transaction and for cheques, balance transfers and all other amounts from the date we first charge the amount to your account.
- 2.4.3 If you do not pay the total balance shown on your statement, at the date of the next statement we will add the interest we have charged on the unpaid amount to the balance we charge interest on. We will continue to charge interest, at our usual rates, on any unpaid balance after this agreement has ended and both before and after we have got a court judgment. If we allow you to miss or reduce one or more monthly payments, we will continue to charge interest on the full amount you owe on your statement (including on the interest for that month).
- 2.4.4 We use all payments you make to pay off your balance in the following order:- i) Transactions that appear on your statement, starting with those on which we do not charge interest, then those on which we charge interest at the lowest rate and so on up to the highest rate of interest. ii) Transactions not yet shown on your statement in the same order as above.
- 2.5.1 Failure to repay the outstanding amount will result in a late payment charge on your account plus interest charges.
- 2.5.2 Failure to repay the minimum repayment for two consecutive months will be deemed as defaulting from the terms and conditions of the use of your credit card.
- $2.5.3\ \ \text{KEYSTONE} \ \text{BANK} \ \text{LTD} \ \text{may publish} \ \text{the details of defaulters in print and other media}.$
- $2.5.4\ \ KEYSTONE\,BANK\,LTD\,reserves\,the\,rights\,to\,institute\,legal\,proceedings\,and\,all\,necessary\,action\,to\,recover\,outstanding\,balances\,on\,your\,account\,after\,default.$
- 2.6 All the Cards belong to KEYSTONE BANK LTD and we may ask you to return them to us and/or ask others to hold on to them for us at anytime.
- 2.7 Any establishment may ask us for authorization before accepting payment by your card. We may decide not to give authorization if:
- 2.7.1 Your card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen.
  2.7.2 You have defaulted on any part of this agreement
- 2.7.3 You go overyour 'available credit' by making payment on top of all other transactions we have authorized, including those not yet charged to your account. The 'available credit' on your account will be based on your credit limit; amounts debited to the account which

- remain unpaid and payments received from you which are paid into your account. We reserve the right not to adjust your available credit by the amount of any payments received until they have been cleared. Typically, clearing may take up to ten working days after we receive your payment.
- You must take all reasonable precautions to prevent the card and PIN from being used fraudulently else you might be liable for any losses due to us. These include but are not limited to:
- 2.8.1 Signing the card as soon as it is received
- 2.8.2 Not allowing anyone else to use the card
- 2.8.3 Not interfering with any magnetic stripe or integrated circuit (chip) in the card;
- 2.8.4 Not disclosing the card number except when properly using the card.
- 2.8.5 Destroying any notification of your PIN;
- 2.8.6 Not writing down or recording in any format any PIN or disclosing it to anyone else (other than any additional cardholder) including the police and/or bank officials;
- 2.8.7 Complying with any other reasonable instructions we issue regarding keeping the card, card number or any PIN safe.
- 2.9 You should not exceed your credit limit without prior agreement. If you do exceed your credit limit during any statement period we reserve the right to charge you a fee. The fee will appear on the next statement issued. If you require a higher credit limit, please request for an increase.

#### Fees and Charge

- 3.1 The Cardholder shall be charged fees by the Bank, in accordance with the Bank's schedule of fees and charges regarding your credit card account.
- 3.2 For each cash withdrawal made at cash machines and point of sales transaction, the Bank will charge to your credit card the applicable transaction fee.
- 3.3 A card issuance fee is applicable to your account.
- 3.4 Replacement cost of lost, stolen or renewal cards would be charged to your account as applicable. Once you report your card lost or stolen, we will ensure your account is temporarily blocked in order to prevent unauthorized usage. We will apply a service charge for this. For the applicable fees and charges, please refer to the latest product brochure or make enquiries at any KEYSTONE BANK LTD branch.

## 4. Limiting your right to use the Card

- 4.1 If we have good reason, we may:
- 4.1.1 Refuse to approve a transaction
- 4.1.2 Cancel or suspend your right to use the Card for any or all purposes; or refuse to replace any Card without prior notice to you. This agreement will be deemed to continue to subsist even if we do any of the above.
- 4.2 We will not be liable to you:
- 4.2.1 For refusal on our part to approve a transaction
- 4.2.2 For any loss or damage you any suffer as a result of the above.
- 4.2.3 If your card is used after you have failed to report a lost or stolen card immediately
- 4.2.4 If your card is misused due to negligence on your part
- 4.2.5 If your card is used on the Internet by persons other than yourself due to negligence on your
- 4.2.6 If a merchant declines acceptance of your card in accordance to the merchant's terms of sales

## 5. Security

- 5.1 You should do all that you reasonably can to keep the card safe and your PIN confidential at all times. You must also keep the card separately from any cheques.
- 5.2 You should never write down or record your PIN.
- 5.3 You should only reveal the card number to make a transaction or to report the loss or theft of the card or otherwise with our permission only if we allow you to do so.
- 5.4 Never reveal your card number, expiry date or PIN code to a third party of whom you cannot verify his/her identity.

# 6. What you notify us of

- 6.1 You notify us:
- 6.1.1 Immediately your card gets lost or stolen or you think that the card may be misused or if the PINis disclosed to any unauthorized persons or suspected to have been compromised
- 6.1.2. If your statement includes an item which you think is wrong
- 6.1.3 Immediately you change your name or address
- 6.2. You can contact us at any of our branches during business hours or contact centre phone: 08025269243, 01-4485742, 25 Kudirat Abiola Road, Oregun, Ikeja, Lagos. You will be required to confirm in writing within seven days any verbal information which you have not already given us in writina.
- 6.3. You must give us all the information you have about the loss, theft or misuse of your card or the PIN, and any other information we may require. We may give the police any information we think will be useful if you find cards which you have reported as lost, stolen or at risk of misuse, you must not use them. You must cut them in half and return them to us immediately.

# 7. Loss or Misuse of Your Credit Card

- 7.1 Your Liabilities
- 7.1.1 If your card is lost, stolen or misused by someone who obtained it due negligence; you will be liable for all amounts transacted on your account or loss es incurred.
- 7.1.2 If it is misused with your permission you will be liable for all losses.
- 7.1.3 If the card has been fraudulently used before you report the loss, or in suggests some form of compromise, the cardholder may be and/or prosecution manner that suggests some form of compromise, the cardholder may be and/or prosecution
- 7.1.4 The Bank shall not be liable for consequences that arise as a result of disclosure to any third party arising out of transaction instruction.
- 7.1.5 The cardholder should not hold the bank liable, accountable or responsible in any way whatsoever for any loss, injury or damage howsoever arising out of the use of the Interswitch access points.
- 7.2 If the card is lost or stolen or liable to be misused or someone else may have discovered your PIN, you must tell us immediately by calling us on telephone number 080025269243, 01-4485742. We may ask you to confirm it in writing to E-Banking HelpDesk, 25 Kudirat Abiola Road, Oregun, Ikeja, Lagos, Nigeria.
- 7.3 We will then take steps to stop use of the card and, when appropriate, any additional card on your account. You must, if we ask you to, cut the card in half and return it to us together with any additional card on your account.
- 7.4 You must co-operate with us and the police in our efforts to recover the card if it has been lost or stolen. If you recover it, you must not use it but should cut the card in half and return the card to us. You must report any loss or theft of the card to the police, and if we ask, obtain a crime reference number to notify us of it.

# 8. Limits of liability

- 8.1 Until you notify us under condition 6 that your card is lost, stolen or at risk of bearing misused you may be liable for transactions up to sixty (60) minutes afterreceipt of the notification.
- 8.2 If someone obtains and uses your card with your permission, you will be liable for all the transactions which take place prior to you notifying that there is a danger of the card being misused.
- 8.3 You will not be liable for losses to us for transactions that may take place after you have notified us that your card is lost or stolen or is in danger of being misused etc.

# Terms & Conditions

- 8.4 If we are unable to debit your account because the Account has been closed or for any other reason beyond our control, you will still be liable to pay us for all transactions.
- 8.5 We will not be liable to you if we cannot carry out our responsibilities under this agreement as a result of anything that we cannot reasonably control. This includes:
- 8.5.1 Any machine failing to work; and
- 8.5.2 Industrial disputes, natural disasters, or acts of God

#### Refunds and Claims

We will credit your account with a refund for a transaction if the retailer asks us to or if you notify us that a transaction with the retailer has been incorrectly debited to your account. You cannot use a claim you may have against someone else to make a claim against;, or refuse to pay us, unless you a have a legal right to do so. You cannot transfer any rights against us to anyone else.

## 10. Changing the terms of this gareement

- 10.1 We may change the terms of this agreement, including our charges upon notification to you about the change. Changes will normally arise from changes in market conditions, changes in the cost of providing the service to you, changes in legal or other requirements affecting us or for any other good reason.
- 10.2 We may introduce a charge for any service provided under or in connection with this agreement.
- 10.3 We will notify you about any changes by any or all of the following means:
- 10.3.1 Advertising in the press; or
- 10.3.2 Putting messages in your statements; or
- 10.3.3 Sending you a separate written notice
- 10.3.4 Electronic messages
- 10.4 Most changes will be implemented at least 14 days after we notify you about them to give you sufficient time to consider on whether you wish to continue with the service.

#### 11. Ending this agreement

This agreement will come to an end if either of us gives a written notice to the other to that effect and you have returned all Cards and made all payments due under this agreement. We may give you replacement Cards from time to time until this agreement ends.

## 12. Additional Cards

- 12.1 As the principal cardholder you are liable for the transaction usage, account management and settlement of the additional card(s) linked to your account.
- 12.2 You are responsible for prompt settlement of all outstanding balances due to additional card(s).
- 12.3 The additional card(s) limit will be shared a portion of the credit limit we have availed to you.
- 12.4 A cardholder wishing to have an additional card on his/her account subsequent to opening and operating the credit card account must fill the additional cardholder's information on the application form which shall be signed by the additional cardholder and co-signed by the principal cardholder.

#### 13. General

13.1 We do not warrant that services and benefits which we provide outside the terms of this agreement will always be available. We may reserve the right to withdraw or vary these services or benefits at any time without giving you notice.

- 13.2 We will charge you for any losses or costs we have to pay if you breach the agreement.
- 13.3 We will charge you for replacement cards requested by you on notification in cases of lost or stolen cards.
- 3.4 This agreement is governed by the laws of the Federal Republic of Nigeria including laws pertaining to Money Laundering, CBN regulations and guidelines and other applicable statutory bodies in Nigeria.
- 3.5 We do not accept liability if we cannot provide any part of our service for a reason beyond our control (for example industrial action, failure of power supplies or equipment), if we cannot produce or send statements for any reason beyond our control, or you do not receive any statement, your responsibilities under this agreement will continue.
- 13.6 If your name or address changes you must notify us in writing.
- 13.7 Non-enforcement of any condition of this agreement, or a delay in enforcing the condition, will not prevent the bank from enforcing the condition at a later date.
- 13.8 For your security, we may record phone calls between you and us. We may do this to make sure we are providing a high quality of service and following your instructions correctly.
- 13.9 Your application will be subject to standard KEYSTONE BANK LTD processes and reviews, which may require validation checks of documents and information you have provided. We may also require you to provide additional information or documentation.
- 13.10 Providing false information in your application may result in KEYSTONE BANK LTD declining your application. We reserve the right to institute legal and appropriate course of action to recover all administrative cost and fees.
- 13.11 We reserve the right to reject your application or cancel your card without prior notice to you.
- 13.12 You agree that your personal details (other than financial information) may be shared with other KEYSTONE BANK LTD offices for market research, statistical analysis, and so that you can be contacted with details or special offers and products that maybe of interest to you.
- 13.13 You agree that information on the performance of your account(s) may be shared with Credit Reference Agencies (CRAs) and may not be used by other lenders for credit assessment.
- 13.14 You agree that any sensitive information obtained will only be processed in order to provide the services requested.
- 13.15 You understand that information held about you by the CRAs may already be linked to records relating to one or more of your partners. For this application you may be treated as financially linked and your application will be assessed with reference to any 'associated' records. In addition, for any joint applications a new 'financial association' will be created at the CRAs which will link our financial records.
- 13.16 You are entitled to disclose information about any co-applicant or guarantor and/or anyone else referred to by you, and to authorize us to search and/or record information at CRAs about each of you, you understand that an "association" will be created at the CRAs, which will link your financial records.

Signature	of Cardh	older	<b>:</b>	 	 	 	 		
Full Name:	:			 	 	 	 		
Date:				 	 	 	 		
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All Correspondence should be sent to: Contact Centre /CSS, Keystone Bank LTD, 25, Kudirat Abiola Road, Oregun, Lagos, Nigeria