

CBGMOBILE

TERMS AND CONDITIONS

APPLICATION

The customer shall subscribe to any of the CBGMOBILE services by applying through a prescribed format to be made available by Consolidated Bank Ghana. The application shall be accepted after authentication of the customer through the mode of verification stipulated by Consolidated Bank Ghana from time to time.

DISCLAIMER WARRANTY

The CBGMOBILE service is provided "as is" and "as available", without any warranty of any kind, either express, implied or statutory to you. Consolidated Bank Ghana specially disclaims any warranty of merchantability or fitness for any particular purpose, warranty of title, non-infringement of intellectual property rights or third party rights and that any information transmitted through any Network Service Provider for Mobile or Internet Banking is secured.

You agree that you have evaluated and ensured that the quality of the products and/or services accessed through Mobile/Internet Banking meet with your expectation and Consolidated Bank Ghana shall not be responsible for any mechanical or electronic defect, data failure or corruption, computer viruses and bugs or related problems that may be attributable to your telecommunication equipment and/or the services provided by relevant Network Services Provider.

To the fullest extent permitted by law, Consolidated Bank Ghana does not warrant that Mobile or Internet Banking will be provided uninterrupted or free from errors or that any identified defect will be corrected and that any information provided by the service is adequate, accurate, complete, current or reliable.

DISCLOSURE OF INFORMATION

You hereby authorize the disclosure of any information regarding your account(s) to any third party in order for Consolidated Bank Ghana to execute your instructions and further authorize the disclosure of information regarding you or account(s) to any entity within Consolidated Bank Ghana to enable the cross selling or servicing of Consolidated Bank Ghana products and services.

You hereby agree and understand that Consolidated Bank Ghana or any third party to whom Consolidated Bank Ghana has transmitted information about your account(s) may disclose this information if required or authorized by any law, regulation, court order or other legal process to do so.

You hereby also authorizes Consolidated Bank Ghana to transmit messages, information, data, SMS and content to mobile phones or any such devices as may be approved from time to time.

FEES AND CHARGES

You acknowledge that, Consolidated Bank Ghana shall be entitled to levy or impose service or transaction fees and/or to vary such fees from time to time upon prior written, or text or printed noticed of such variation in respect of services rendered to you. Your continuous use of our e-banking products and services to which such charges and fees relate shall be deemed to be acceptance of same.

You hereby also authorize Consolidated Bank Ghana to debit your account with such fees, commissions and charges. Notwithstanding the service charges or transaction fees imposed by Consolidated Bank Ghana you are further liable for any charges levied by any Network Service Providers and/or any other third party as a result of the use of Mobile or Internet Banking services.

TERMINATION OR SUSPENSION OF SERVICE

Notwithstanding anything herein to the contrary, Consolidated Bank Ghana may at any time, in its absolute discretion suspend or terminate your right of access to any of the services without notice for any reason whatsoever and without any obligation to give any reasons. Consolidated Bank Ghana will automatically terminate your right of access to e-banking products and services once you cease to maintain any account with Consolidated Bank Ghana which can be accessed via the ATMs, Mobile and Internet Banking or should your access to such account be restricted by Consolidated Bank Ghana or any other party for any reason.

You may terminate any of the services by giving 15 days prior written notice to Consolidated Bank Ghana. The e-banking services would be terminated within 7 working days from the date of receipt of such notice of termination and you agree that Consolidated Bank Ghana shall not be obliged to effect any instruction received on any day falling after the receipt of notice to termination. Consolidated Bank Ghana reserves the right to terminate any services for any reasons provided the Bank gives you 14 working days prior written notice.

LIABILITIES

You shall be responsible for and liable for any loss or damage suffered by Consolidated Bank Ghana as a result of any breach of any of the terms and conditions.

INDEMNITY You hereby agree to indemnify and keep fully indemnified Consolidated Bank Ghana, its employee's, agents, co-branders against any action, claim, demand, expenses (including legal fees on full indemnity basis) suffered or incurred arising from your access. You further agree to indemnify and to keep the bank fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding or expense (including legal fees, costs and expenses on a full indemnity basis) suffered or incurred by the bank arising from or which is directly or indirectly related to your access. You also indemnify Consolidated Bank Ghana Limited against any claim arising from a compromise of your password or pin code, whichever is applicable.

GOVERNING LAW AND JURISDICTION

This Agreement shall in all respects be governed by and construed exclusively in accordance with the laws of laws of Ghana. Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the courts located in Ghana for any matter arising out of or relating to this Agreement

MODIFICATION

The Bank reserves the right in its discretion to change at any time without prior warning or notice any information or material contained in this Terms and Conditions. If you continue to use the services, you are regarded to have agreed to be bound by such modified information, material, and terms and conditions.

DISPUTE RESOLUTION

If any dispute should arise between the parties hereto, you shall make complaints/feedback at any CBG Branch, Call CBG Contact Centre on 0302 21 6000, Send an Email to talktous@cbg.com.gh or Send a Letter to: 1st Floor Manet Tower 3, Customer Experience Department Airport City, PMB CT363, Cantonments, Accra, Ghana. If the issue is unresolved after 20 days, you may proceed to log the issue with Bank of Ghana at BoG Market Office -0302 665 005 BoG Call Centre -0302 611 733 and You may seek legal redress if you are dissatisfied with feedback from BoG