

WHATSAPP BANKING Terms and Conditions

DEFINITIONS

"We/Our/Us/Bank/the Bank" means Fidelity Bank Ghana Limited

"You/your/ yours/Applicant" means the customer or customers

"Platform" means the Fidelity Bank Ghana Limited WhatsApp banking platform

The Terms and Conditions herein (and as amended from time to time) together with our Terms and Conditions for the Personal Account and sole proprietor account, Tariffs Guide, additional instructions from us and any subsequent variations governs the relationship between you and us and are binding on you.

You should read these terms and conditions prior to registration on this Platform.

By replying 'Y', you agree to the following:

1. This WhatsApp Banking service is available to only personal account holders and sole proprietors.
2. The service shall only be available to you on the telephone number you have registered with us on your personal account or sole proprietor account.
3. You hereby irrevocably authorize us to accept and act upon instructions for financial and non-financial transactions given through the Platform and you shall be bound by such instructions.
4. You accept that any transaction will be completed as and when the process is successfully concluded, provided all other information required by the Platform and the Bank are met.
5. You hereby acknowledge all debits arising from the use of the Platform and agree that the Bank's books, entries and registers shall be final and conclusive evidence of the correctness of any transaction.
6. We reserve the right to debit your account with charges applicable for transactions via this Platform.
7. You are responsible for all acts or omissions when you use the Platform (including, without limitation, the entry into of any transactions) and the Bank shall be entitled to treat any access to or use of the Platform (including, without limitation, the entry into of any transactions) as having been duly authorized by you regardless of whether or not it was effected on your behalf. The Bank shall not have any obligation to determine whether transactions were authorized by you and shall be entitled to assume that transactions are so authorized.
8. You are aware that authentication of technologies and strict security measures are required for using Mobile applications. You undertake to ensure that the password is not revealed to any third party including employees of the Bank. You shall be solely responsible for all the communication exchanged between them and the Bank while logging into this service
9. You are solely responsible for ensuring that the electronic device and other equipment used by you in accessing the Platform is suitable for such use and is functioning properly. The Bank accepts no liability if you suffer any loss or damage because your electronic device or equipment is unsuitable or not functioning properly. You are responsible for safeguarding the WhatsApp account linked to the registered mobile number.
10. You shall ensure that you have the necessary network connection in order to access the service. Receipt of messages from us on the Platform shall be subject to the network connection and the Bank shall not be held responsible for any delay or non-receipt of the responses from the Bank.
11. You understand that using WhatsApp application may carry extra risks and may not be secured. Further, any message and information exchanged is subject to the risk of being read, interrupted, intercepted, or defrauded by third party or otherwise subject to manipulation by third party or involve delay in transmission. We shall not be responsible or liable to you or any third party for the consequences arising out of or in connection with using of this service.
12. You shall not submit or transmit any content through this service that is:
 - a. Obscene, Vulgar, or Pornographic
 - b. Encourages the commission of a crime or violation of any law
 - c. Violates any law in Ghana and/or the jurisdiction in which you reside and/or any applicable law.
 - d. Infringes the intellectual or copyrights of a third party

13. We will offer check balance, view mini statement, airtime top up, bill payments and internal transfers as features on the WhatsApp channel. Feature addition and removal on WhatsApp is at our sole discretion.
14. We shall not be obliged to provide any service via the Platform or during any particular hours and may withdraw, suspend or restrict the Platform temporarily.
15. We reserve the right to alter any of our procedures concerning access to and use of the Platform. In such circumstances, we will post updates to notify you of changes to the Platform.
16. The Platform is provided "as is" and except to the extent required by law, the Bank, including its directors, agents, employees or sub-contractors: (1) disclaims any and all express or implied warranties and conditions including without limitation warranties and conditions as to quality and fitness for a particular purpose; and (2) does not warrant that the Platform, any content (including any third party content), goods and services offered therein will be uninterrupted or error free, that defects will be corrected or that the Platform, the servers from which it is made available or any connected platform is free of viruses, trojan horses, worms, software bombs or similar items or processes or other harmful components.
17. Under no circumstances shall the bank, or its agents, affiliated companies, officers, directors, employees, and contractors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, this service or for receipt of any answer provided by the program running at the back-end.
18. We shall not be liable for any delay or failure of the Platform arising from any cause or causes beyond our control, including (without limitation) acts of God, acts of government or regulatory authority, war, fire, flood, explosion, terrorism, riot or civil commotion or non-availability, non-functioning or malfunctioning, computer viruses, interruption or disruption of utilities, internet service providers, or broadcast, telecommunications or other network systems or services.
19. To the full extent permitted by law, the bank's total liability arising out of or in connection with the platform or otherwise under these terms shall be limited to the fees earned by the bank for such specific transaction(s) wherein the cause of action arose.
20. Subscription on WhatsApp will allow the bank to send banking / non-banking alerts to you on WhatsApp. We have the discretion to stop sending these alerts on SMS or any other channel.
21. The responses received by you on the Platform are based on programs running at back-end. This program has been developed and is regularly enhanced to handle the queries in the best possible manner. However, for any inappropriate answers, the bank shall not be held responsible.
22. You can unsubscribe to the Platform at any time by sending the key word 'unsubscribe' to the Platform.
23. If you have subscribed to this service, we advise you to delete WhatsApp when changing your device.
24. These terms and conditions are subject to change at any time and will be updated at the Bank's discretion
25. The Courts in Ghana shall have exclusive jurisdiction regarding any claims or matters arising out of dealings with us, and all disputes will be governed by the laws of Ghana.

I acknowledge that I have read and that I accept the WhatsApp Banking Terms and Conditions and I agree to be legally bound by them.

Reply 'Y' to continue and 'N' to cancel.