

Account Opening Terms and Conditions

1. Introduction

This document relate to Account Opening Terms & Conditions. Any person(s) opening or operating an account with Consolidated Bank Ghana Ltd (the Bank) will be deemed to have read, understood and accepted this Terms and conditions issued and amended from time to time by the Bank.

Interpretation of Terms and Conditions mentioned in the account opening form by the Bank will be considered final and binding.

2. Definitions

For the purpose of these Terms and Conditions, the word "Bank" shall refer to Consolidated Bank Ghana Limited, Its successors-in-interest and assigns.

"Account Opening Application Form" means our Application Form which you sign to open an Account.

"Cash Deposit" means a deposit made by cash or electronic transfer.

"Collection" means for any non-cash deposit the process where we obtain or try to obtain payee in cleared and unconditional funds from the relevant drawer/payee and "Collect" has the corresponding meaning.

"Deposit" means any deposit of money made by you or on your behalf into an Account.

"Non-Cash Deposit" means a deposit made other than by cash or electronic transfer.

"Withdrawal" means any withdrawal or transfer made by you or on your behalf from an Account.

"Personal information" means information that identifies a particular individual and includes personal details (for example name, personal identification details, and date of birth), contact details (for example telephone number, mobile phone number and email address) and employment details.

"Your information" this comprises all the details the Bank holds or collects about you, your transactions, your financial information, your personal information, and information about you obtained from you, your interactions, and dealings with the Bank and any third party, including information received from third parties and information collected through your use of the Bank's electronic banking services.

3. Disclosure

Purposes for which the Bank uses your information: The Bank may use your information to,

- Provide you with a product or service.
- Comply with obligations and requirements under any local or foreign laws or regulations applicable to the Bank.
- Processing your application for products and services, payments, transactions and your instructions or requests.

- providing you with products and services (including any electronic banking services).
- Communicating with you on your account and product, providing you with statements and notices such as important changes to the features, terms and conditions of any product or your account;
- Assessing your suitability for products and services.
- Operational purposes.
- Continuation and management of your banking relationship with the Bank
- Identity verification, sanctions screening and due diligence checks.
- Credit assessment, including conducting credit checks and setting credit limits.
- Any court, tribunal, regulator, enforcement agency, exchange body, tax authority, or any other authority (including any authority investigating an offence) or their agents.
- Any institution which the Bank has or may have dealings with to conduct credit checks, anti-money laundering related checks, fraud prevention and detection of crime purposes.
- A merchant or a member of a card association where the disclosure is in connection with use of a card.
- Any actual or potential participant or sub-participant in relation to any of the Bank's obligations under the Bank's banking agreement between the Bank or assignee, transferee (or any officer, employee, agent or adviser of any of them).
- Upon the requester/applicant/account holder's death or mental incapacity, to their legal representative and their legal advisers, and member/s of their immediate family for the purpose of allowing them to make payment on their account/s;
- Anyone the Bank considers necessary to provide the Bank with services in connection with a product, located in any jurisdiction.
- For the prevention, detection, investigation and prosecution of crime in any jurisdiction (including, without limitation, money laundering, terrorism, fraud, government sanctions or embargoes, and other financial crime).
- to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising, or defending legal rights.

4. Deposits

- **Cash Deposits:** The Bank will credit the relevant Account with an amount equivalent to any Cash Deposit.
- **Non-Cash Deposits:** The amount of a Non-Cash Deposit will be credited to the Account when presented to us for collection, but you will not be entitled to withdraw or transfer the said amount credited before we receive full payment unless we otherwise permit.
- **Uncleared Deposits:** Bank may decline to credit your Account with the value of any non-cash deposit received standing uncleared. In such situation, The Bank will return such non-cash deposit to you or, if requested by you, re-present such non-cash deposit for collection.
- **Debiting Your Accounts:** Bank may treat any non-cash deposit where no value is received by us within the time as may be agreed as being unpaid. All charges incurred (including exchange rate differences, if any) will be for your account.

- Deposit Slip/voucher: If the deposit slip/voucher accompanying a non-cash deposit contains errors or omissions, we may amend the deposit slip.
- Direct Debit Collection Services: We will upon your Instructions accept and act upon your claims for payments to you from persons who have duly authorised and instructed their bankers to debit their accounts and transfer the amount debited through a direct debit or other appropriate clearing system to the credit of your nominated account with us.
- The Exclusion: Without affecting the clause on limitation of liability, the Bank is not liable for any loss caused by either negligence, fraud or wilful misconduct or the insolvency of any correspondent bank or our agent.
- The Bank will not pay any charges imposed by any other bank on you or us for any transaction.

5. Withdrawals

- The Bank will honor such cheques or other orders which may be drawn on account provided such cheques or orders are signed by you and to debit such cheques or order to the said account whether such account be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit without prejudice to your right to refuse to allow any overdraft or increase of overdraft.
- In the case of stopping cheques: If you want the Bank to dishonour any cheque that you have drawn on your Account, You must notify us in writing and provide all relevant information. We will try to stop or cancel the transaction but will not be responsible if we cannot do so (including where the cheque has already been honoured).
- I/We agree that all funds standing to the credit of my/our accounts are payable at any of the branches of the Bank in the country where my/our accounts are domiciled and that cash withdrawals of any foreign currency shall be subject at all times to availability.
- That the Bank is under no obligation to honour any cheque's drawn on this account unless there are sufficient funds in the account to cover the value of the said cheques and I/We understand and agree that any such cheque may be returned to me/us unpaid but if paid, I am/We are obliged to repay the Bank on demand. The Bank reserves the right to exercise its discretion in confirming cheques before payment and without

6. Responsibility for Payment Instruments

- To ensure that you safeguard your accounts, chequebook, passwords, and debit cards to prevent their unauthorized and/or fraudulent use, any negligence on my/our part to safeguard our accounts, chequebook, passwords, and debit cards may be a ground for any consequential loss being charged to my/our account; and in the event my/our chequebook (or any cheque(s)) are mislaid, lost or stolen, I/We will immediately notify the Bank. I/we will report any discrepancy in the number of cheques received to the Bank within seven (7) working days of having received the said cheque book.

- Payment instruments: You are responsible for and agree to indemnify us on demand for any loss we incur where we acted on a payment instrument even if: (a) someone else sent the payment instrument but it appeared that you sent it; (b) there was a mistake in the payment instrument; or (c) there were delays when the payment instrument was sent or received.

7. Interest on Balances

- The Bank will pay you interest on your account credit balances where the Bank have expressly agreed per product type.
- The Bank reserves the right to change the interest rate from time to time. The rate of any interest payable on any account will be communicated by the Bank via publication in the daily newspaper and website or otherwise by placing prominent notices at branches or email notification. The interest on deposit account is calculated on available balance on daily basis. The Bank shall have the exclusive right to determine the basis for the calculation of the amounts payable as interest on any account.

8. Account Information

- To be responsible for the repayment of any overdraft with interest and to comply and be bound by the Bank's rules for the conduct of a current/ savings account which may be in force from time to time, and where this account is a joint account, our liability hereunder shall be joint and several;
- To free the Bank from any responsibility for any loss or damage to funds deposited with it due to any future government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond our control, and that any of all funds standing to the credit of the account are payable at any of the Bank's branches, on demand only and only in such local currency or at your option, in such local currency as may then be in local circulation;
- To be bound by any notification of change in conditions governing the account directed to my/our last known address and any notice or letter sent to my/our last known address shall be considered as duly delivered and received by us/me at the time it will be delivered in the ordinary course of post;
- That if a cheque credited to my/our individual current/savings account is returned or dishonoured, it may be transmitted to us/me through our last known address either by the bearer or post;

9. Suspension, Closure and Termination

- In the event of death of any one or more of us (joint account), the credit balance at that date on our account together with any security or property deposited with the Bank relating to such joint account shall be held to the order of the remaining account-holder(s) but subject to any claim, right, lien, charge, pledge, set-off, howsoever arising which the Bank may have in respect of the liability(ies) of any of the account-holders including the deceased.

- If an account remains inactive or dormant for such period of times as the Bank may decide, the Bank reserves the right to impose such conditions in relation to the further operation of my/our account(s) in its sole and absolute discretion.
- That the Bank may at any time without assigning any reason with at least 7 (seven) days' notice to close your account whether it be in debit or credit;
- I/We acknowledge and accept that the Bank reserves the right to close or suspend without prior notice, any account for which required document/information is not submitted within stipulated time or where i/we have confirmed to have engaged in fraudulent activities.
- Termination of the account agreement: After all your accounts are closed, the agreement is no longer effective. Any rights or obligations which have accrued on or before account closure are still effective.

10. Your Responsibilities

- Any person(s) opening or operating an account with the Bank will be deemed to have read, understood and accepted this Terms and Conditions issued and amended from time to time by the Bank.
- You are responsible for any Electronic Key, Client ID, User ID, Digital Certificate or Mobile Device we provide to you or which you use to access a service or to communicate with us electronically or to give us Instructions.
- You shall provide us with accurate and up to date information, and documents we reasonably request (including personal information we are required to provide under any agreement between us and any authority) and notify us immediately of any changes;
- Ensure users and authorised persons do not share or disclose their relevant user ID or access a service from a public internet access device or personal shared computer which you cannot ensure is secure.
- Proper identification in the form of Ghana Card, Passport will be required before the Bank opens any account in its sole discretion, which will be independently verified by the Bank. Any non-verification or if something is found wrong/mismatched, Bank has the right to stop the transaction till clearance of ambiguity or close the account.
- That I/We will make any disagreements with entries on my Bank Statements known to the Bank within 15 days of the receipt of the Bank Statement. Failing receipt by the Bank of a notice of disagreement of the entries within 15 days from the day of dispatch of my Bank statement, it will be assumed by the Bank that the statement as rendered is correct.
- I/We agree that in the use of the SMS Banking, mobile banking, Internet banking services and Debit Card, and any other digital banking the following additional terms & conditions will apply in addition to the general terms and conditions.

- It is my/our responsibility to safeguard my/our mobile telephone handset and/or Card(s) and keep any confidential information, including but not restricted to security procedures, codes, and personal identifiers secret in order to prevent unauthorized and fraudulent use. Loss of the handset or Card and/or suspicion of tampering must be reported immediately to the Bank.
- All cheque books will be collected in person Or i/we will give an authority note to a 3rd party to collect same. To assume full responsibility for the genuineness, correctness, and validity of all endorsements appearing on all cheques, orders, bills, notes, negotiable instruments and receipts or other documents deposited.
- You shall be responsible for all transactions that are automatically processed while we are complying with your request and/or mandate to turn off your user's access to our system materials.

11. Our Responsibilities

In providing these services delivery channels, the Bank will...

- i. use reasonable care and skill
- ii. take all reasonable measures to prevent unauthorised access to any channel we control except for the matters referred to in your responsibilities;
- iii. accept anyone who uses your Electronic Keys, Client IDs, User IDs or Digital Certificates as being authorised by you to do so;
- iv. not responsible for providing you independent legal, tax, accounting, security and other advice in relation to any account, service, transaction or agreement with us.

12. Instructions or Account Mandates

- The Bank may charge a replacement levy for the issuance of a new card.
- If I/We wish to have an additional card for my/our account,
- I/We shall sign the mandate to indicate the additional user who will also be one of the account holders and shall sign the mandate to indicate same reason, but I/We can voluntarily cancel a card with the necessary documentation and a confirmation in writing within 5 days of any verbal instruction to cancel.
- Debit cards or cheque books not collected after 90 days of request shall be destroyed by the bank.
- I/We agree that you may leave a message for me/us on an answering machine, text message, emails, WhatsApp messenger or facsimiles or with any person answering the phone or with an automated dialing system.
- Any form of communication including but not limited to Text messages, emails, WhatsApp messages between us may be recorded/monitored to maintain service quality.
- You are permitted to act on any instructions given by an authorized person provided the security procedures are followed. However, you may refuse to act on any instruction if it is unclear or might be in breach of a law, regulation or contractual agreement between us.
- You will not be liable to me/us for any loss, indirect or consequential, incurred by not acting on my/our instructions, such failure being caused by force majeure, acts beyond our reasonable control.
- You shall give notice of any variation in operation, features, terms and conditions of the service and the times the service will be available.

- I/We hereby confirm that we shall completely read and understand the instruction manual attached to the Debit Card and any other card that the Bank will bring on board and will conform strictly to the details therein.

13. Notices and Communications

- The Bank may, without notice to me/us, deduct fees from any of my/our account(s) (in whatever currency) which at the time of the debit is funded sufficiently for such fees.
- Notices and communication must be legible and sent to the Bank's designated department at the last notified contact details.
- Our notices and communications to you are effective if: (a) sent by email, at the time shown on the transmission report as being successfully sent; (b) delivered personally, at the time of delivery; (c) sent by post, 7 banking days after posting; and (d) sent by any other channels as notified by us, at the time effected.
- Your communications and notices are effective when we receive them.
- Verbal or electronic Instructions and communications: (a) We can act on your instructions or communications received verbally or through any channel if we believe them to be genuine and complete. We may require your confirmation prior to acting on such Instructions. (b) You bear any risks in sending your instructions or communications verbally or through any channel.
- Recording of telephone conversations: Subject to any applicable law, we may record any form of communication including but not limited to Text messages, emails, WhatsApp messages between us for the purpose of disputes resolution and improving service quality.
- We will try to stop or cancel a transaction when you ask us to but we will not be responsible if we cannot do so.

14. Digital Signatures and Electronic Contracts

- Instructions and communications digitally signed and supported by a Digital Certificate or Electronic Key will have the same legal effect, validity, and enforcement as if signed in writing.
- By signing this account opening form, I/We have agreed to receive electronic Alert (SMS and/or email) Services from the Bank at a fee.
- Use of Mobile Devices: (a) Our mobile banking Apps allows our or your authorised persons to view reports or authorise instructions on Straight2Bank via a Mobile Device; (b) When authorising transactions via a mobile device, your Authorised Persons may not be able to view the full details of the underlying Transaction at the time of authorisation. You bear any risks arising from any Instructions authorised through a Mobile Device (including the risk of fraud).

15. Websites:

- Some links on our website lead to websites not under our control. We are not responsible for such websites nor for their content.
- For hyperlinks to our other Websites, the terms of such other websites apply. If there are no terms, the agreement applies.

16. Arrangements with Financial Institutions

- We may enter into fee and information sharing arrangements with a financial institution or a Bank Member. We may disclose information relating to you to such persons. We will give you full disclosure of such arrangements upon your request.

17. Indemnity and Limitation of Liability

- That the Bank will accept no liability whatsoever for funds handed to Bank's representative outside banking hours or outside of the Bank's premises;
- Any verbal report of loss or suspicion of tampering must be followed, within 5 days, by a written notice to the Bank. The Bank will not be liable for any loss occurring from use of the service by unauthorized persons before such notification.
- I/We agree to indemnify you against any loss, damage or liability which might occur as a result of non-compliance with the above and I/We shall be solely or jointly liable for any negligence, misuse, dishonesty or unlawful use whatsoever of the service provided herewith.
- **Exclusion of Liability:** The Bank shall not be responsible for any loss suffered by me/us should the services be interfered with or be unavailable by reason of (a) the failure of any the Bank's equipment, or (b) any other circumstances whatsoever not within the Bank's control without limitation, force majeure or error, interruption, delay or non-availability of the system, terrorist or any enemy action, equipment failure, loss of power, adverse weather or atmospheric conditions and failure of any public or private telecommunications system (c) unavailability of sufficient funds in your account (d) failure, malfunction, interruption or unavailability of the system, equipment, the network; (e) the money in your account being subject to legal process or other encumbrance restricting payment or transfer thereof;
 - my/our failure to give proper or complete instructions for payments and transfers related to your accounts; or
 - my/our failure to comply with these terms and conditions and any document and information provided by the Bank concerning the use of the system and services.
 - i/we expressly instruct the Bank to seek confirmation from me/us before any payment is made and where the Bank was unable to reach me/us for such confirmation.

18. Disclosure of Information

- I/We agree to the use and disclosure of my/our information as set out in this notification. I/We hereby consents that the Bank and/or any of its officers or employees may disclose any information (including information relating to its business, accounts, held with the Bank) concerning the customer for any purpose. Disclosure may be made to:
 - Any office or branch of the Bank,
 - Any agent, contractor or third-party service provider, or any professional advisor of the Bank.
 - Any guarantor or third-party security provided by the customer.
 - Any credit reference Bureau, Rating Agency and a collection agency.
 - Any regulatory, supervisory, governmental or quasigovernmental authority with jurisdiction over the Bank.
 - Any actual or potential participant in, or assignee, novatee or transferee of, any of the Bank's right and/or obligations and relation to the customer

- Any person to whom the Bank is required or authorized by law or court order to make such disclosure.
- Any person who is under a duty of confidentiality to the Bank.
- Any bank or financial institution with which I/We have or propose to have dealings.
- Any Overseas Regulator or Tax Authority for the purpose of establishing any tax liability in compliance with an order, agreement with the Overseas regulators or tax Authorities.
- I/We the undersigned expressly and unconditionally allow the Bank to give the necessary information as deemed fit to any regulatory authority allowed access to such information under Ghanaian laws,
- Any change in the address, or contact / mobile number or any other information of the account holder should be immediately communicated in writing to the Bank.

19. Currency Conversion

We may make currency conversions in respect of any amount received by us from you or due to you from us or arising from your instructions using our applicable prevailing exchange rate. You must pay our usual charges for such conversions.

20. Taxes

- If you are required to deduct any tax from a payment to us, you must increase the amount payable so that we receive the amount we would have received if no deduction had been required.
- If we are required to deduct any tax from a payment to you, we do not have to increase the amount payable so that you receive the amount you would have received if no deduction had been required.

21. Termination and Suspension

- Termination by us: That the Bank may at any time without assigning any reason with at least 7 (seven) days notice to me/us, close your account whether it be in debit or credit;
- We may terminate the whole or any part of a transaction, service or the agreement, immediately without prior notice: (a) if you breach any term of the agreement or any other agreement between the parties; (b) if complying with the agreement may cause us to breach a regulatory requirement or any agreement between us and any authority or our policy associated to any applicable law or order or sanction of any authority;
- Our suspension: We may suspend a transaction and/or service at any time. If we do, we will notify you as soon as practicable.
- Your request to suspend: We will suspend the whole or any part of a service on your request in writing.
- Surviving provisions: The provisions relating to clawbacks, indemnities, limitation of liability, disclosure of information, setoff, currency conversions, taxes, return or destruction of materials, governing law and jurisdiction and the provisions under the heading, "General" survive termination of any agreement.
- Force Majeure: We may suspend providing any service until a force majeure event has ceased.
- Return or destruction of materials: Upon termination of the agreement or closure of an account, you must: (a) return any materials relating to the service we gave you; and (b) promptly follow our reasonable instructions in connection with terminating the service or closing the account and

certify to us in writing that it has been done and sign and return any document we reasonably request.

22. Partnerships

- **Liability:** For partnerships, all partners (on a joint and several basis) are bound by the Agreement, and liable for all debts and other liabilities owed by you to us even if there are any changes in your partnership or you implement a name change.
- **Cessation as partner:** Any person who stops being a partner for any reason remains liable for all debts and other liabilities you owe us which have accrued up to and including the date that such person ceases to be a partner.
- **Continued dealings:** Unless you tell us otherwise in writing, we may treat the remaining and/or new partners as having full authority to act on your behalf.
- **Notification of changes:** You must promptly notify us in writing of any change in your partners or name change.

23. Governing Law and Jurisdiction

These terms and conditions and the account(s) shall be governed by the Laws of Ghana. I/we irrevocably submits to the non-exclusive jurisdiction of the Ghana Courts. The Bank may, however, bring any action(s) before the Courts in any other jurisdiction.

24. General

- Open a current/savings account in my/our name and at any time subsequently, to open further accounts as I/We may direct. We understand and agree that you may at your discretion and without giving any reason thereto decline to accept my/our account application. I/We also understand that until such time that you shall inform me/us in writing of the relevant Account number, no account relationship is established with you.
- That the Bank is authorized to accept for safe-keeping or for collection or for any other purpose any securities or other property deposited with the Bank or received from or on behalf of myself/any of us/all of us and to release, deliver or give up any such securities or property so accepted against written instructions signed in the manner described herein;
- The Bank may charge a replacement levy for the issuance of a new card.
- If I/We wish to have an additional card for my/our account, I/We shall sign the mandate to indicate the additional user who will also be one of the account holders and shall sign the mandate to indicate same reason, but I/We can voluntarily cancel a card with the necessary documentation and a confirmation in writing within 5 days of any verbal instruction to cancel.
- Debit cards or cheque books not collected after 90 days of request shall be destroyed by the Bank.
- Any cards issued for this/these service(s) is/are the property of the Bank and shall be surrendered upon first demand; the rights and use of the Card(s) are not transferable in any form.
- I/We hereby confirm that we shall completely read and understand the instruction manual attached to the Debit Card and any other card that the Bank will bring on board and will conform strictly to the details therein.
- I/We agree that you may leave a message for me/us on an answering machine, text message, emails, WhatsApp messenger or facsimiles or with any person answering the phone or with an automated dialing system.
- You are permitted to act on any instructions given by an authorized person provided the security procedures are followed. However, you may refuse to act on any instruction if it is unclear or might be in breach of a law, regulation or contractual agreement between us.

- You will not be liable to me/us for any loss, indirect or consequential, incurred by not acting on my/our instructions, such failure being caused by force majeure, acts beyond our reasonable control.
- You shall give notice of any variation in operation, features, terms and conditions of the service and the times the service will be available.
- That in the event that the Bank receives from me ambiguous or conflicting instructions in connection with the account, the Bank may in its absolute discretion and without any liability act or decline to act as the Bank thinks fit.

25. Right to Set-Off

We may set-off any amount you or any of your affiliates owe us or any of our Affiliates (whether or not due for payment) against any amount we owe you under the agreement or any amount in any account you hold with us. We may do anything necessary to effect such set-off under this clause (including varying the date for payment of any amount by us to you and making currency exchanges)

26. Terms and Conditions for eStatements

- The Bank is authorized to act on banking instructions sent us in relation to these accounts by facsimile or e-mail, unless otherwise stated by me. I hereby expressly authorize the bank to send statements in relation to my accounts to the contact address provided by me/us by way of email and /or fax.
- All documents or information regarding my account or transactions with the Bank will be binding if they are in form of data message or accessible in a form which they may be read, stored, and retrieved whether electronically or as a computer printout for subsequent reference.
- In consideration of the bank so doing, I/We hereby release, indemnify, and hold the Bank harmless from and against all actions, suits, proceedings, costs (including legal costs), claims, demands, charges, expenses, losses and/or liabilities arising there from provided the bank has not been negligent, has acted in good faith and in accordance with my/our written instructions. The Bank has no obligation, duty or liability to me/us on contract, tort or whatsoever for breach of statutory duty or otherwise in respect of statements or balances advised via SMS or E-statements.
- I/We agree that from time to time the Bank may advertise its product and services, and those of other companies in the Bank through the electronic Service.
- I/We acknowledge that the Bank will use its best endeavours to ensure the security of the service. Notwithstanding the foregoing, I/We agree that the Bank shall not be liable in any manner for any disruption, unavailability of the service, communication, electrical or network failure that may result in the electronic service being incomplete, unavailable or delayed in transmission.
- I/We are the owner and designated user of the Designated Email and shall take all necessary security measures and precaution to ensure that the Designated Email is not accessed by any unauthorized party. I/We agree and confirm that the Bank does not warrant the timeliness, security, confidentiality or availability in the transmission of the eStatements to the Designated Email.

27. Authority of Your Authorised Person

- Acts of Authorised Person: Unless you advise us in writing otherwise (and we acknowledged such advice), an Authorised Person shall not have the authority to give instructions, sign any document and perform any act on your behalf including: (a) agreeing, supplementing, restating or varying the terms of the agreement, including the addition or removal of any service. We reserve the right to request full information about the authorised person.
- Termination of Authorised Person's authority: You may terminate an authorised person's authority by notifying us in writing.

28. Amounts, Expenses and Debiting Accounts

- Amounts and expenses: You must pay us without set-off, deduction or counterclaim: (a) any fees or amounts due or payable under the agreement, for any transaction or as notified by us; and (b) any expenses or losses we incur in connection with the agreement or for any transaction.
- Clawbacks: We may cancel, reverse or debit any payment we make under the agreement or for any transaction (including any interest paid): (a) to correct a mistake; (b) where we have not received cleared and unconditional funds in full or promptly; (c) where we are required to return the funds to the relevant payer or drawer; or (d) where we have reasonable grounds for doing so.
- Debiting your accounts: We may: (a) debit any amount due or payable under the agreement or for any transaction from any of your accounts with us at any time; and (b) charge interest on any amount due under the agreement or for any transaction at a rate we reasonably decide from the due date to your actual payment date.

29. Right of changing/amending T&Cs

- The Bank may at any time at its sole and absolute discretion and upon written notice to me/us add and/or change one or more of these Terms & Conditions which shall take effect from the time of posting of the said notice.
- No failure or delay by the Bank in exercising or enforcing any right or option under these Terms & Conditions shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise its rights against me/us or render the Bank responsible for any loss or damage arising therefrom.
- The Bank's interpretation of these terms shall be final and binding on me.
- I have signed the application form as a token of acceptance of the aforesaid Terms and I have read and understood the Terms prior to such signing.