



Credit Card Application Form (VS001A)

Date

d	d	m	m	y	y	y	y
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PLEASE COMPLETE IN BLOCK LETTERS AND BLACK INK

Originating Branch _____ Delivery Branch _____ Savings Account No.

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*Wema Savings Account must be used.

Personal Information

Title (Please tick as applicable) Mr. Mrs. Miss. Dr. Chief Prof. Others (please specify) _____

Full Name (Names as they appear on ID/Passport) _____
Surname First Name Middle name

Preferred Name on Card (Including Surname) _____

Nationality _____ Date of Birth

d	d	m	m	y	y	y	y
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Place of Birth _____ Status: Married Single Others (please specify) _____

Means of Identification (Please tick as applicable)
 Driver's Licence National ID Int'l Passport Voter's Reg. Card Others* (please specify) _____

ID No. _____ Issue Date

d	d	m	m	y	y	y	y
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 Expiry Date

d	d	m	m	y	y	y	y
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*People in peculiar circumstances - artisans, petty traders, students who may not have the prescribed IDs

E-mail Address for Credit Card Statement _____
Please be informed that your monthly statement will be sent to this e-mail address

Mobile Phone No. _____ Alternate Mobile Phone No. _____

Maiden Name (if married) _____

Name of your first school _____

Father's middle name _____ Mother's maiden name _____

Employment/Business Information

Employment Status (Please tick as applicable) Employed Self-employed Retired Unemployed Student Others (please specify) _____

Occupation _____

Employer's Name _____

Credit Limit & Repayment

Please select the appropriate amount to use as cash security by ticking the corresponding box.

CLASSIC CARD			
Hold funds Required(₦)	Limit (₦)	Monthly Fixed Repayment (₦)	Please Tick
40,000	30,000	3,000	<input type="checkbox"/>
55,000	40,000	5,000	<input type="checkbox"/>
70,000	50,000	7,000	<input type="checkbox"/>
80,000	60,000	10,000	<input type="checkbox"/>
150,000	100,000	15,000	<input type="checkbox"/>
200,000	150,000	20,000	<input type="checkbox"/>
300,000	225,000	25,000	<input type="checkbox"/>
400,000	300,000	40,000	<input type="checkbox"/>
550,000	400,000	50,000	<input type="checkbox"/>

GOLD CARD			
Hold funds Required (₦)	Limit (₦)	Monthly Fixed Repayment (₦)	Please Tick
800,000	600,000	50,000	<input type="checkbox"/>
1,100,000	800,000	75,000	<input type="checkbox"/>
PLATINUM CARD			
1,700,000	1,250,000	100,000	<input type="checkbox"/>
2,000,000	1,500,000	125,000	<input type="checkbox"/>
2,400,000	1,750,000	150,000	<input type="checkbox"/>
2,700,000	2,000,000	175,000	<input type="checkbox"/>
3,000,000	2,250,000	200,000	<input type="checkbox"/>
3,400,000	2,250,000	225,000	<input type="checkbox"/>

Repayment option (Please tick one)
 1. I would like to make the minimum monthly repayment
 2. I would like to make the 100% repayment on the 29th of every month

NOTE: If your outstanding balance is lower than the minimum monthly repayment, you will have to repay 100% of your outstanding balance. For example, if your credit limit is ₦60,000 and you have spent less than ₦10,000 in a month, you will be required to pay for everything you have spent. If you have spent more than ₦10,000, you will only be obligated to repay ₦10,000, but can choose to repay 100% of what you have.

I have authorized you to debit my account

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 on the 29th of every month in settlement of my credit card balance and monthly fees.

Cardholder's Signature & Date _____

WEMA BANK VISA CARD TERMS & CONDITIONS

IN THIS AGREEMENT, “We”, “us” or “You” refers to Wema bank and its agents, successor and assigns while “Your” and “your” refers to the cardholders.

By signing this Agreement you agree to be bound by the terms and conditions herein contained as well as the applicable laws, rules and regulations. You also agree to use the Naira Credit Card in accordance with the provisions of this Agreement. If you do not agree to these Terms and Conditions do not accept or use the card.

DEFINITION OF TERMS: As used herein, the following terms shall have the following meanings: “CARD” - Credit Cards issued by WEMA BANK PLC

“CARDHOLDER” - The person to whom or for whose use a CARD is issued by the ISSUER; the term shall likewise include a person to whom a supplementary credit card is issued upon the application of the primary CARDHOLDER.

“ISSUER” or “WEMA BANK” - The WEMABANK PLC

“CREDIT LIMIT” - The maximum outstanding balance of charges which the CARDHOLDER and his/her supplementary CARDHOLDERS are allowed to maintain at any given time subject to security features and credit limit management features that the ISSUER may impose for the benefit of the CARDHOLDER.

“INSTALLMENT” - The facility which allows CARDHOLDERS to purchase selected goods and services from merchants using their CARD and to pay for the same, together with applicable interest and other fees, in equal monthly payments. In certain instances or promotions, ISSUER may allow the CARDHOLDER to convert cash advance transactions, existing balances on the CARD or balances on credit cards from other issuers into installment transactions which are payable in equal monthly payments subject to the applicable interest and other fees.

“TERMS AND CONDITIONS” or “AGREEMENT” - These Terms and Conditions for WEMA BANK'S Credit Card Products

- The CARD issued is the sole property of WEMA BANK. It is non-transferable and will be accepted at accredited merchants only when properly signed and presented by the CARDHOLDER whose name and signature are indicated on the CARD.

- Card Replacement - Unless earlier terminated or cancelled, the ISSUER may replace the CARD from time to time.

- Responsibility of the CARDHOLDER - The CARDHOLDER shall be liable for the amounts charged to the CARD, including cash advances, interest and all the non-refundable fees and other charges and taxes required by the government, whether made in Nigeria or abroad and hereby agrees to accept and pay for the amounts without prejudice to the right of a signed charge slip. All charges, advances or amounts in currencies other than US Dollars shall be automatically converted at the time of posting to the billing currency (US Dollars) at VISA's foreign exchange selling rate, and shall be charged additional fees equivalent to the international fees, which shall be imposed at the sole and absolute discretion of the ISSUER, and may be subject to change. The CARDHOLDER shall be informed prior to any such change. Such billing currency amount represents the amount due to the ISSUER for the ISSUER'S purchase and payment on the CARDHOLDER'S behalf of the foreign currency necessary to discharge the amount/s due to VISA and/or the acquiring bank and/or foreign Merchants affiliates/s.

For cash advances through any designated automated teller machines (ATM) which accept the CARD, the CARDHOLDER shall be assigned a Personal Identification Number (PIN) by the ISSUER. The CARDHOLDER shall change his/her ISSUER- assigned PIN through any Wema Bank ATM only. The CARDHOLDER shall at all time keep his/her PIN confidential and shall not, under any circumstance, disclose the same to any person or compromise its confidentiality. The CARDHOLDER agrees that all cash advances using the CARD shall be conclusively presumed to have been personally made or authorised by the CARDHOLDER.

The ISSUER may change the credit card number and/or expiry date when issuing a replacement card to the CARDHOLDER. The CARDHOLDER is solely responsible for communicating this change to any party with whom the CARDHOLDER may have payment arrangements. The ISSUER will not be responsible for any consequences arising from declined transactions, whether submitted under the old card number or otherwise.

The CARDHOLDER shall safely keep the CARD and not use the CARD after its expiry date and the credit limit and suspension not permit anyone to use the CARD for any reason whatsoever.

The CARDHOLDER shall provide the ISSUER with copies of additional/updated documents as requested by the ISSUER and may be required to provide them to time, including but not limited to copies of his/her latest Income Tax Return stamped received by the Internal Revenue Board.

- Joining, Subscription and Annual Fees - The CARDHOLDER shall pay the ISSUER a joining fee, subscription fee and an annual fee as may be set by the ISSUER from time to time. The annual fee and joining fee shall cover the administrative costs incurred by the ISSUER for the issuance of the CARD and the CARD. The subscription fee, such as mileage programme fee, allows the CARDHOLDER to enjoy the benefits of the programme subscribed to, such as redeeming miles against points under a mileage programme. The ISSUER reserves the right to alter from time to time such benefits and credit limit and without any prior notice or consent from the CARDHOLDER. Such benefits and credit limit shall further be subject to the other terms and conditions for the use of the CARD. All paid fees indicated herein are non-refundable even if the credit privileges are suspended or terminated, or if the CARD is surrendered by the CARDHOLDER before the expiry date.

- Supplementary Cards - The use of SUPPLEMENTARY CARDS shall be governed by this Agreement. Any reference to the CARD issued to the CARDHOLDER shall also apply to the SUPPLEMENTARY CARD(S). The CARDHOLDER shall be liable for all purchases and cash advances made, including all interest and charges incurred through the use of the SUPPLEMENTARY CARD(S), as well as any breach by the SUPPLEMENTARY CARDHOLDER of these terms and conditions. Primary and Supplementary CARDHOLDERS share the same credit limit.

The Primary and Supplementary Cardholder shall be jointly and severally liable for any and all obligations, charges and fees under the Supplementary Cardholder's Credit Card Account, irrespective of whether the amounts were incurred with or without the knowledge or consent of the Primary Cardholder.

- Accredited Merchants - The ISSUER has an agreement with VISA whereby the CARD shall be honored at all VISA accredited merchants worldwide at all times. However, the ISSUER shall not be liable to the CARDHOLDER if, for any reason, the CARD is not honored by the merchant or the acquiring bank, or by VISA. The CARDHOLDER agrees to hold the ISSUER free and harmless from any and all claims for damages as a result of the failure of any accredited merchant or any acquiring bank, or of VISA to honor the CARD.

- Co-Obligor - The CARDHOLDER shall provide upon request an acceptable CO-OBLIGOR. The CO-OBLIGOR shall be jointly and severally liable with the CARDHOLDER and his/her SUPPLEMENTARY CARD members to pay the ISSUER all obligations and charges made through the use of the CARD.

The CO-OBLIGOR shall notify the CARDHOLDER and the ISSUER in writing of his/her/its intention to withdraw as the CARDHOLDER'S CO-OBLIGOR and may be discharged subject to the condition that the CO-OBLIGOR continues to be liable for all amounts unpaid and outstanding as thirty (30) days from receipt by the ISSUER of such written notice. Failure by the CARDHOLDER to immediately furnish a new CO-OBLIGOR acceptable to the ISSUER may result in the automatic termination or suspension of the CARDHOLDER'S privileges.

- Loss of the Card - In case of loss or theft of the CARD, the CARDHOLDER shall place, date and report such fact to the ISSUER, giving details of the place, date and circumstances of the incident and the last purchase made prior to the loss or theft. Liability of the CARDHOLDER for all purchases and/or cash advances made through the use of the lost or stolen CARD shall cease upon written notification by the CARDHOLDER to the ISSUER. A card replacement fee shall be charged to the CARDHOLDER to cover replacement of the CARD(S) and the costs in disseminating information about the loss or theft.

- Use of the Credit Limit - Upon acceptance or approval of the CARDHOLDER'S application, a CREDIT LIMIT expressed in US Dollars and Naira, inclusive of a cash advance limit, shall be assigned to the CARDHOLDER which represents the maximum

outstanding balance, including any instalment transaction/s made using the CARD, that the CARDHOLDER and his/her SUPPLEMENTARY CARD member(s) are allowed at any given time subject to security features and credit limit management features that the ISSUER may impose for the benefit of the CARDHOLDER. The CARDHOLDER agrees to be bound by this transaction and/or to suspend the credit card privileges of the CARDHOLDER and his/her SUPPLEMENTARY CARDS (without the ISSUER being necessarily obligated to do so) without prior notice if the CREDIT LIMIT will be or has been exceeded. The ISSUER may, determine, suspend or terminate the CREDIT LIMIT, in excess of the CREDIT LIMIT of all amounts outstanding. The CARDHOLDER agrees to track his/her balance and is solely responsible for ensuring that it does not exceed the approved CREDIT LIMIT. In case the CARDHOLDER exceeds his/her approved CREDIT LIMIT, the CARDHOLDER shall be deemed to have incurred an overlimit fee, or such other amount as may be set by the ISSUER from time to time. The overlimit fee shall be included among the charges in CARDHOLDER'S Statement of Account for the relevant billing period.

The ISSUER may limit cash advances on the CARD to an amount determined at the ISSUER'S sole discretion, without notice to the CARDHOLDER. The CARDHOLDER shall pay the ISSUER a cash advance service fee of 1% to 3% on the cash advance drawn on an ATM or 4.00-3% to 55.00-5% for POS of the amount drawn, or such other amount as may be set by the ISSUER from time to time. In addition to the cash advance service fee, the CARDHOLDER'S cash advance transactions shall also incur finance charges at the prevailing monthly interest rate applied to the cash advance amount from the transaction date until the amount is fully paid. The CARDHOLDER shall also pay the ISSUER all other fees incurred including without limitation annual mileage programme fee and transaction retrieval fee, at the rates set by the ISSUER and as may be amended from time to time.

In case the CARDHOLDER is issued two or more cards, the CARDHOLDER understands and agrees in advance by the Card that the ISSUER may, at the ISSUER'S sole discretion, charge the CARDHOLDER a separate credit limit for each of the CARDS issued to the CARDHOLDER or a consolidated credit limit for all CARDS, expressed in US Dollars, subject to security features and credit limit management features that the ISSUER may impose for the benefit of the CARDHOLDER. In case of default (in the) or non-payment of the CARDHOLDER'S obligation on one or more CARDS or at the ISSUER'S exclusive option, the ISSUER may at its sole discretion demand immediate payment in full of all outstanding balances on all of the CARDS and, in addition, revoke the CARDHOLDER'S right to use all or any of such CARDS.

- Monthly Statement and Payment of Charges - A monthly statement of account shall be issued to the CARDHOLDER, which may be sent by mail or courier to the CARDHOLDER'S billing address, or accessed online by the CARDHOLDER via the ISSUER'S website upon enrolment by the CARDHOLDER to the ISSUER'S e-Credit Card Statement service. The CARDHOLDER shall examine the statement and immediately report errors in the statement not later than 30 days from the date of the statement, otherwise, the CARDHOLDER shall be deemed to have accepted the correctness of the statement. The CARDHOLDER agrees to pay late payment of USD10.00 and/or other charges for any unpaid amount due a rate 29% per annum whichever is higher, plus any applicable taxes and charges required by the government thereon. If the Payment Due Date falls on a Saturday, Sunday or holiday, the payment shall be due the working day immediately preceding the Payment Due Date. However, notwithstanding the absence or lack of proof of service of the statement of account to the CARDHOLDER, the CARDHOLDER is obligated to inquire with the ISSUER the amount, in accordance with Clause 12, the CARDHOLDER is due to pay on or before the Payment Due Date.

The fixed monthly instalment amount for purchases using the instalment facility of the CARD shall be posted to the CARDHOLDER'S monthly statement of account as a regular transaction forming part of the total outstanding balance over the term or repayment period of the CARD. In the event of pre-termination/cancellation of an existing instalment transaction, the CARDHOLDER agrees to be charged a processing fee of 5% of the total remaining instalment balance, whichever is higher, or such other amount as may be set by the ISSUER from time to time.

All other terms and conditions stated in the monthly statement of account shall form an integral part of these Terms & Conditions.

- Card Payment, Delinquency and Default - In the monthly statement of account given to the CARDHOLDER, the CARDHOLDER shall be liable to pay the Closing Balance amount shown therein. The CARDHOLDER shall have the option to pay on or before the Payment Due Date stated in the statement of account: (i) the Closing Balance; or (ii) the Minimum Amount Due. In any event, the CARDHOLDER MUST pay at least the Minimum Amount Due, which the ISSUER must receive as cleared and available funds, on or before the Payment Due Date. All payments made to the CARDHOLDER shall be in the billing currency of the CARD. If payment is made in any other currency, the CARDHOLDER shall pay the ISSUER all exchange commissions and other charges or losses incurred by the ISSUER in converting such payment to the billing currency. Such conversion shall be effected at such exchange rate as may be solely and conclusively determined by the ISSUER at the date of entry into the Card account.

Payment made by the CARDHOLDER shall be applied to the CARD account on normal status in the following sequence: 1) billed cash advance principal; 2) billed membership fee; 3) billed other fees/charges such as taxes; 4) billed cash advance fee; 5) billed purchase transaction charge; 6) billed late payment charge; 7) billed card fee; 8) billed purchase transaction finance charge; 9) billed purchase principal including any applicable fixed monthly instalment amount; 10) unbilled other fees; 11) unbilled cash advance fee; 12) unbilled purchase transaction charge; 13) unbilled cash advance principal; and 14) unbilled purchase principal. The ISSUER reserves the right to adjust, at its sole discretion, the payment application sequence for CARD account on either normal or not (on) normal status.

The unpaid balance of the Minimum Amount Due will be considered delinquent if unpaid after the Payment Due Date. The CARDHOLDER shall then be liable to pay late payment, finance, and other applicable charges, plus any applicable taxes required by the government thereon. Once the CARDHOLDER exceeds his/her CREDIT LIMIT or fails to pay the Minimum Amount Due on the Payment Due Date, the CARD account and the CARDHOLDER will be considered delinquent. In the event of delinquency or default, the CARDHOLDER authorizes the ISSUER to report and/or include his/her name in the negative listings of any credit bureau or institution. The CARDHOLDER shall be considered in default in any one of the following events:

- The CARDHOLDER fails to pay on the Payment Due Date any of his/her payment obligations on one or more CARDS or other credit facilities;
- The CARDHOLDER'S outstanding availed exceeds his/her CREDIT LIMIT;
- Any creditor tries, by legal process, to take the money or any property of the CARDHOLDER with the ISSUER or its subsidiary or affiliate;
- The CARDHOLDER applies for voluntary or involuntary relief under the Insolvency Law or other bankruptcy laws;
- The ISSUER believes, on reasonable ground and at its sole discretion, that it was induced by fraudulent misrepresentation to grant the CARD or any other credit facility in favor of the CARDHOLDER;
- The CARDHOLDER fails to observe any of the Terms and Conditions governing the issuance and use of the CARD;
- The CARDHOLDER fails to observe any of the terms and conditions of any contract or evidence of indebtedness and/or other records of the CARDHOLDER executed or otherwise issued by the ISSUER in connection with any credit or loan facilities granted by the ISSUER or its other foreign branches or subsidiaries or affiliates, or another financial institution or other lender in favor of the CARDHOLDER;
- The CARDHOLDER is charged with, convicted of, or under investigation by competent government and legal authority, or the ISSUER has prima facie evidence to charge the CARDHOLDER with a violation of any of the provisions of the said law or the CARDHOLDER has been convicted of a crime involving moral turpitude;
- The CARDHOLDER dies or becomes physically or mentally incapacitated.

- Calculation of Finance and Other Charges - If the CARDHOLDER

pays the Closing Balance in full on or before the Payment Due Date and has no cash advance transactions, no finance charge shall be imposed. However, if the CARDHOLDER opts to pay the Minimum Amount Due or any amount less than the Closing Balance or makes a cash advance transaction, the CARDHOLDER shall be deemed to have opted to suspend the credit limit. The ISSUER and agrees to pay finance and other charges, plus any applicable taxes and charges required by the government on such charges. The finance charges, at the ISSUER'S prevailing rate, will be levied using the average daily balance method upon the CARDHOLDER'S outstanding balance. The new balance posted including any applicable fixed monthly instalment amount within the statement period accrued from the transactions' posting dates until the end of the current statement period. Any amount unpaid as of the Payment Date shall be deemed payable on the next Payment Due Date following the CARDHOLDER'S re-avail of his/her credit line for the next billing cycle by paying an amount less than the Closing Balance but not less than the Minimum Amount Due. The Minimum Amount Due shall be the amount equivalent to 15% of the Closing Balance or as may be indicated by the ISSUER on the CARDHOLDER'S monthly statement of account.

Finance charge rates and cash advance transaction fees may change and shall be advised from time to time.

- Restraint, Suspension, Cancellation and Withdrawal or Termination - The ISSUER may at its exclusive option and without prior notice to the CARDHOLDER, restrain, suspend, cancel and withdraw or terminate any CARD issued and/or its privileges at any time for whatever reason including without limitation the CARDHOLDER'S default, non-payment, financial incapacity, change in personal and/or economic circumstance, change in residency status or country or territory of stay, failure to provide additional documents requested by the ISSUER, misrepresentation, and fraud. In such cases, any outstanding credit availed as of the time of the restraint/suspension/termination shall be considered due and estate or liquidator shall be responsible to the CARDHOLDER. The ISSUER, at its sole discretion, may initiate collection from the CARDHOLDER of the Closing Balance and all unpaid obligations in full, and/or refer collection to a third party. If collection of any unpaid or past due amount is referred to a collection agency, the ISSUER shall be deemed to have authorised the CARDHOLDER to pay the costs of collection, and/or attorney's fees equivalent to 25% of the unpaid balance (including all finance and penalty charges), in addition to whatever damages that may be suffered or incurred by the ISSUER. The CARDHOLDER agrees to hold the ISSUER free and harmless from any claim for damages arising from such restraint, termination, withholding or suspension. Continued use of the CARD after termination or cancellation or non-issuance of renewal CARD by the ISSUER is deemed fraudulent. The ISSUER reserves the right, at its sole and absolute discretion, to restore the CARD and/or its privileges, whether or not the circumstances giving rise to the restraint, suspension, cancellation, withdrawal or termination have ceased or have been rectified.

The CARD shall be terminated by the ISSUER without prior notice upon the death, bankruptcy, or insolvency of the CARDHOLDER or when the whereabouts of the CARDHOLDER become unknown to the ISSUER. The CARDHOLDER and/or his/her estate or liquidator shall be responsible in paying in full and settling off outstanding balances and obligations under the CARD(S) and shall keep the ISSUER indemnified for all costs and expenses, including legal fees and charges, incurred in recovering and paying off such outstanding balances and obligations. In the event that any funds of the CARDHOLDER are held by the ISSUER, the ISSUER reserves the right to retain such funds for the period of at least 60 days following the CARD being cancelled or terminated and returned to the ISSUER and the CARD account being closed. If there are unpaid obligations under the CARD, the ISSUER is authorised by the CARDHOLDER to automatically apply such funds to the unpaid obligations. The ISSUER is not precluded from availing of other remedies in case the funds are insufficient to the said obligation.

The CARDHOLDER may, at any time, terminate the Agreement by a written notice to the ISSUER subject to the immediate payment or settlement of any and all obligations incurred in connection with the issuance of the CARD. The CARDHOLDER shall return the CARD to the ISSUER at the time of termination. The CARDHOLDER chooses to revoke, annual fee charges shall still apply and will be pro-rated until such time that the outstanding balance is paid in full. The CARD account's full shall be closed only after the receipt by the ISSUER of full payment or settlement of all obligations under the CARD(S).

- Auto-Debit Arrangement - The CARDHOLDER may opt to authorize in writing the ISSUER to charge its account due to his/her card account against the CARDHOLDER'S deposit account or any funds with WEMA BANK by means of an automatic debit system.

- Offsetting - The CARDHOLDER'S deposits with the ISSUER, whether singly or jointly held, may be automatically offset against any amounts due and payable under the CARD that are not paid in accordance with these Terms and Conditions, or upon the happening of an event of default.

- Assignment - As an inducement to the ISSUER'S grant to the CARDHOLDER of the use of the CARD, the CARDHOLDER hereby agrees to assign to the ISSUER, effective as of the CARDHOLDER'S failure to pay on the Payment Due Date his/her obligation arising from the CARDHOLDER'S use of the CARD(S), any or all monies, securities, bonds, and things of value which are now or may hereafter be in the hands of the ISSUER, and any member of the WEMA BANK or deposit or otherwise of credit of, or belonging to the CARDHOLDER, and the ISSUER is hereby authorised to sell at public or private sale such securities or things of value and to apply the proceeds of such sale to such obligation. In the absence of securities or things of value or if the CARDHOLDER'S outstanding exceeds the proceeds of such sale, the CARDHOLDER hereby agrees to assign to the ISSUER any deposit the CARDHOLDER may have with any bank or financial institution, to the extent of the CARDHOLDER'S obligation to the ISSUER, and for this purpose, the CARDHOLDER hereby consents to any inquiry by or disclosure to the ISSUER, its duly authorised representative or legal counsel as to any deposit the CARDHOLDER may have with any bank or financial institution.

- Assignment by Issuer - The ISSUER shall have the right to assign the CARDHOLDER'S obligations under the credit card facility granted herein, including any securities, to any third party with prior notice to the CARDHOLDER except if the assignment is to any member of the WEMA BANK where no prior notice is required. If the CARDHOLDER'S account is past due notwithstanding the above, the ISSUER shall have the right to assign the CARDHOLDER'S obligations and securities to any third party even without prior notice. In relation thereto, the ISSUER is authorised to disclose information about the CARDHOLDER'S account and credit standing to third party potential buyers as may be necessary for the proper processing and evaluation of the assignment.

- Authorization and Indemnity for Telephone, Telex and Facsimile Instructions - The CARDHOLDER authorises the ISSUER to rely upon and act in accordance with any notice, instruction or other communication which may from time to time be, or purport to be given by telephone, mobile phone text messages, telex, facsimile, e-mail, or other electronic means by the CARDHOLDER or on his/her behalf (the "Instructions") which the ISSUER believes, in good faith, to have been made by the CARDHOLDER or upon his instructions or for his benefit. The CARDHOLDER acknowledges that information transmitted through such text, fax, e-mail or other electronic means are not fully secure and may be intercepted by third parties. The ISSUER shall not be liable in the event that CARDHOLDER suffers any loss or damage as a result of personal information sent through such means upon the Instructions of the CARDHOLDER.

The ISSUER shall be entitled to treat the Instructions as fully authorised by and binding upon the CARDHOLDER, and the

ISSUER shall be entitled to take such steps in connection with or on reliance upon the Instructions as the ISSUER may consider appropriate, whether the Instructions include instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money, securities or documents, or sending of information through mobile phone text messages, telex, facsimile, e-mail, or other electronic means. The CARDHOLDER acknowledges that the sending of information through such channels is not secure; that messages sent through such channels may be intercepted by third parties, and that the ISSUER shall not be made liable in such instances.

In order for the ISSUER to render prompt and accurate service, the CARDHOLDER authorises the ISSUER to record (without the ISSUER being necessarily obligated to do so) any and all telephone conversations with the CARDHOLDER, whether initiated by the ISSUER or by the CARDHOLDER, including without limitation, the CARDHOLDER'S instructions, statements, complaints, inquiries and the ISSUER'S advice and reminders in relation to the CARDHOLDER'S credit card account with the ISSUER. The ISSUER may use these recordings for any purpose in any proceeding. The CARDHOLDER further agrees to waive any right under the Anti-Wire Tapping Act or any amendments thereto, or any similar law or regulation.

In consideration of the ISSUER acting in accordance with the terms of this authorization and indemnity, the CARDHOLDER hereby irrevocably undertakes to indemnify the ISSUER and to keep the ISSUER harmless against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the ISSUER of whatever nature and howsoever arising out of or in connection with the Instructions. This authorization and indemnity shall remain in full force and effect until the ISSUER receives written notice from the CARDHOLDER a written notice terminating the same save that such termination will not release the CARDHOLDER from any liability under this authorization and indemnity in respect of any act performed in accordance with its terms prior to such termination.

- Disclosure of Information - The CARDHOLDER hereby consents to the disclosure by the ISSUER of information about his/her account and credit standing to any of the ISSUER'S local or foreign branches, any member branches of the WEMA BANK GROUP or other credit card companies, financial institutions or credit information/investigation companies, or to a court of competent jurisdiction or a government office or agency upon their order or for the purpose of verifying the authenticity of any documents submitted by the CARDHOLDER to the ISSUER, or to travel party service providers assisting the ISSUER in the administration of its credit card business or providing insurance for the ISSUER against the CARDHOLDER'S default or providing insurance for the CARDHOLDER against fraud and unauthorized charges.

- Corrections - The CARDHOLDER agrees that the ISSUER reserves the right to investigate and confirm within a reasonable period in accordance with accepted and standard credit card business practice and procedure, as well as with existing laws and regulations any reported error or fraudulent transaction before making any corrections in the statement of account.

- Change of Status - The CARDHOLDER shall notify the ISSUER in writing of any change in the CARDHOLDER'S civil status.

- Compliance - The CARDHOLDER shall comply with all laws and regulations of the Federal Republic of Nigeria related to the use of the card.

- Limitation of Liability - In the event of any action which the CARDHOLDER may file against the ISSUER for any cause whatsoever, the CARDHOLDER agrees that the ISSUER'S liability shall not exceed the amount of USD 5,000.00 or the damages actually proven to have been suffered by the CARDHOLDER, whichever is lesser.

- Separability - The enforceability and validity of this Agreement, in whole or in part, shall not be affected by the unenforceability, invalidity, whether temporary or permanent, of any particular provision of this Agreement because of restrictive laws, regulations, or judicial or administrative determinations obtained during any period of this Agreement or for any other cause.

- Non-Waiver of Rights - No failure or delay on the part of the ISSUER in exercising any right or power hereunder shall operate as a waiver thereof nor shall any partial or single exercise of any power hereunder exhaust or limit the power or rights hereunder. No waiver by the ISSUER of any of its rights or powers under this Agreement shall be deemed to have been made unless expressed in writing and signed by its duly authorised representative(s).

- Amendments - The ISSUER may, without prior notice, at any time and for whatever reason it may deem proper, amend, revise or modify the Terms and Conditions hereof, including the CARDHOLDER'S CREDIT LIMIT. The CARDHOLDER shall be deemed to have accepted the change if the CARDHOLDER continues to retain or use the CARD.

- Communication - The CARDHOLDER undertakes to notify the ISSUER of any additional means of communicating to the CARDHOLDER aside from what is disclosed in the credit card application, as well as any change in the CARDHOLDER'S address, office or telephone number, or any other contact number. In case the mailing address is not accessible through mail or delivery, the ISSUER has the option to use the other addresses notified to ISSUER.

Notwithstanding this provision, the CARDHOLDER agrees that any communication sent to the designated mailing address shall be considered as received by the CARDHOLDER within ten (10) days after mailing.

Should the CARDHOLDER go out of the Republic of Nigeria for more than a month, the CARDHOLDER undertakes to effect timely payment on the CARD. Otherwise, the ISSUER reserves its right to restrain the CARDHOLDER from re-entering the Republic of Nigeria to take up long term or permanent residence elsewhere, all CARDS issued should be returned to the ISSUER fifteen (15) days prior to the CARDHOLDER'S departure and the CARDS shall be deemed terminated and subject to the immediate payment in full by the CARDHOLDER to the ISSUER of all outstanding balances, obligations, and availments, posted or otherwise, under the CARDS.

The CARDHOLDER, pursuant to such undertaking, authorises the ISSUER, at its discretion but without any obligation to do so, to secure information from third parties, such as but not limited to, insurance companies, insurers and financial intermediaries, and receive information on how the CARDHOLDER can be contacted.

Should the CARDHOLDER be delinquent or be in default, the ISSUER reserves its right and the CARDHOLDER authorises the ISSUER at the ISSUER'S sole discretion but without any obligation to do so, to pursue all means of communicating with the CARDHOLDER, including without limitation telephone messages, fax messages, mobile phone text messages, and other third party inquiries, to establish contact with the CARDHOLDER.

- Venue - The CARDHOLDER irrevocably agrees that any legal action, suit or proceeding arising out of or relating to the Terms and Conditions may be instituted at the option of the ISSUER, in any competent court in Nigeria, and CARDHOLDER submits and accepts, with regard to any such action or proceeding for itself and in respect of its properties or assets, generally and unconditionally, the jurisdiction of any such court. The foregoing, however, shall limit or be construed to limit the rights of the ISSUER to commence proceedings or to obtain execution of judgment against the CARDHOLDER in any venue or jurisdiction where assets of the CARDHOLDER may be found.

- Binding Effect - The CARDHOLDER'S activation or use of the CARD shall be deemed as his/her acceptance of and agreement to be bound by these terms and conditions and such amendments hereof as may be made by the ISSUER from time to time.

These terms and conditions shall bind the CARDHOLDER and his/her heirs, executors and administrators, and successors and assigns.

Full Name _____

Cardholder's Signature _____

Date

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