



LOCAL CURRENCY FUNDS TRANSFER FORM TERMS AND CONDITIONS

The following Terms and Conditions apply to any request for the transfer of funds (in Nigerian Naira) by a customer from his/her/their account(s) with Wema Bank of Nigeria Ltd. ("Wema Bank" or "The Bank")

In these Terms "we", "us" or "our" refers to Wema Bank and its successors, agents and assigns, while "you" refers to a customer who has made a Funds Transfer (FT) request.

The party to whom you are transferring funds pursuant to an FT Request is the "Beneficiary". The bank at which the "Beneficiary" is to receive the funds is the "Beneficiary Bank". Any Bank that may be involved in the routing of the transfer between Wema Bank and the Beneficiary Bank is a Correspondent Bank" or "Intermediary Bank". The entire series of transactions, commencing with the request for a transfer by a customer up until and including the payment to the Beneficiary shall be referred to as a "Funds Transfer". A customer's instruction to Wema Bank to pay a sum of money to a beneficiary is referred to herein as a "Funds Transfer Request" or "FT Request".

By signing on your FT instruction, you agree that you have received, read, understood and agree to be bound by the terms contained herein and our subsequent amendments thereto, as well as the laws, rules, and regulations now existing or which may hereafter be enacted, issued or enforced. If you do not agree with the terms contained herein, DO NOT FILL OR SUBMIT AN FT REQUEST FORM TO THE BANK.

FT Fees

You hereby authorize Wema Bank to debit your account for the principal Funds Transfer amount as well as any customary fees and/or other fees determined by Wema Bank to be applicable for such request. The charges/fees may be deducted from the FT amount, or may be debited to any of your account(s) with Wema Bank. Wema Bank shall have the right to convert funds in any of your account(s) to any other currency for the purpose of paying the applicable fee/charges (where necessary).

All fees charged by Wema Bank shall be in accordance with Wema Bank fee schedule, as it may be determined from time to time.

FT Requests

Wema Bank shall determine the time-frame for the receipt and processing of FT requests, amendments or cancellations.

Customer Responsibility

You certify that the information provided in the FT Request form is correct and accurate.

You confirm that you are using the FT service for legal and bonafide transaction(s) which is/are not in violation of any applicable laws or Government/Exchange Control regulations or other regulatory provisions?

You understand and agree that funds transferred by you shall be subject to statutes, rules and regulations of the Beneficiary country and/or that of any other country involved in the FT process. Neither Wema Bank nor its correspondent or agents shall be liable for any delay or loss caused by or arising out of any applicable Act, Order or other governmental or regulatory provision.

In the event that the account details of the Beneficiary stipulated on your Funds Transfer request form does not correspond with the intended Beneficiary details, Wema Bank shall not be held responsible for effecting the transfer to a beneficiary whose name

or account number was stipulated on your request. Wema Bank shall however not be obliged to process an FT request with such discrepancy. Furthermore, if you submit to Wema Bank an FT request form which identifies an Intermediary/Correspondent Bank or Beneficiary Bank by both name and more than one identifying number, we may rely on one of the numbers as proper identification even if it identifies a different entity that the named bank. For the avoidance of doubt, you will be responsible for any liability loss or expenses incurred by us, an Intermediary/Correspondent Bank and/or the Beneficiary Bank as a result of reliance on any information provided on your FT request form.

Correspondent Service

In executing any FT request, Wema Bank may use the services of Correspondent/Intermediary Banks of its choice. You agree that once the funds have been transmitted successfully to the designated Correspondent/Intermediary bank, the funds become that bank's property. It becomes that bank's responsibility to locate, identify and make payment to your Beneficiary or to the Beneficiary Bank. Each Correspondent/ Intermediary bank may deduct certain service charges from the FT amount. The Beneficiary Bank may also charge a fee for handling the incoming wire transfer. Wema Bank shall not be responsible for any charges deducted from the Transferred amount or for any charges incurred by the Beneficiary for the receipt of a wire transfer. These charges shall be borne by you and you agree that same may be deducted from the amount transferred.

Wema Bank shall not be liable for any errors, neglect, defaults, acts or omission of any Intermediary/ Correspondent Bank or any of their respective agents, sub-agents or employees.

Security Procedure

You authorize the Bank to adopt and apply any security procedures that the Bank deems fit regarding FT requests, as it may determine from time to time.

Wema Bank Responsibility

We reserve the right or decline the processing of an FT request for any reason whatsoever including:

- I. If there are insufficient funds in the designated account, to accommodate the transfer amount and all applicable fees.
- II. If the information in your FT transfer request is or appears to be incomplete, and/or unclear.

While we will handle your FT request with reasonable dispatch, you agree that Wema Bank will not be responsible for any delay, failure or error relating to the execution of your transfer request due to circumstances beyond Wema Bank's reasonable control including without limitation, any inaccuracy, interruption, delay or failure in transmission, or any inhibitive situation caused by strike, power failures malfunctions, technological or telecommunication challenges or any act and/or omission of any Intermediary/Correspondent Bank or the Beneficiary Bank.

Wema Bank does not guarantee that the Beneficiary Bank will actually receive and/or act upon your FT request in a timely manner or that any special instructions will be followed by an intermediary bank.

Amending or Cancelling an FT Request

If you request a cancellation of an FT Request, you must notify us in writing within such a time which we determine has provided us

sufficient opportunity to consider your request. Any cancellation of an FT request will be made by Wema Bank on a discretionary and best-effort basis, especially if the funds have already been transferred by Wema Bank. For the avoidance of doubt, Wema Bank shall not accept responsibility for any failure to effect an amendment or cancellation; we do not guarantee the date that your account will be refunded or the date that the amendment shall be effected. The amount that would be returned to you may also be less than the funds you originally transferred because of the service charges of the Bank involved or fluctuations in exchange rates.

Foreign Exchange

If you have requested Wema Bank to debit your naira account and transfer funds in any currency other than the Naira, Wema Bank will be required to purchase the transfer currency on your behalf, and you hereby authorize Wema Bank so-to-do. The exchange rate that would be applied for the purchase of the transfer funds shall be the exchange rate determined at the point of transfer and may therefore not be provided to you in advance of processing your FT request. Wema Bank assumes no responsibility for the rate at which the funds are purchased, the date upon which the conversion occurs or for any other situation relating to the purchase of funds on your behalf.

Disclaimers/Indemnity

Wema Bank disclaims any liability for any transfer linked with fraud or illegality. Except when caused by the Bank's proven intentional and fraudulent misconduct in the breach of these Terms, we shall not be responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by effecting your FT request. You shall indemnify and hold us harmless from all claims, demands, lawsuits, losses, costs, regulatory penalties expenses and attorney's fees we suffer or incur because of your FT transaction or your violation of these Terms.

Amendments to these Terms

We reserve the right to change these Terms and Conditions, including our charges, with or without notice to you.

General Terms

Non-enforcement or delay in enforcing any right does not prevent the Bank from subsequently enforcing that right against you.

We may record phone calls and other communications between you and us, and use the information for any lawful purpose, at our sole discretion.

You authorize us to exercise a right of set-off at any time we deem fit, in respect of any account you may maintain with us, and in whatever currency, to settle any payment due to us.

Your FT request will be subject to the Bank's processes and reviews, which may require the provision of further confirmation or documents from you or other third parties. We reserve the right to accept or reject your FT Request.

Your rights under these Terms are personal to you and cannot be assigned.

These Terms shall be governed by the laws of the Federal Republic of Nigeria.

You hereby confirm that You have read and understood the above terms and conditions of Local Currency Funds Transfer Form and agree to be bound by same.

WEMAMOBILE BANKING SUITE

Now you can conveniently conduct transactions on your mobile phone - whenever, wherever

AVAILABLE ON



It's banking at your finger tips!

Download today!

