



## TERMS AND CONDITIONS FOR VANSO SECURITY TOKEN

1. Your security token is personal to you and shall only be used with your internet banking user name. It provides an additional level of security for your internet banking session and can not be shared with anyone else.
2. The types of accounts you can access will not change when you activate your security token however once activated you will need to use the security token every time you use internet banking. You will need to enter the code displayed on the security token at the login screen.
4. Standard daily transfer limits on Diamond online applies.
5. You must keep your security token safe and secure and advise us immediately on 0808CALLDBC if it is lost, stolen or misused. We will deactivate your security token and arrange for a replacement one to be sent to you. A security token replacement fee will apply.
7. If you have any questions about the security token after reading this 'Important Information' and the 'Security Token End User Agreement' (see below), please call us on our interactive contact centre 24 hours a day 7 days a week.

### SECURITY TOKEN END USER AGREEMENT

Diamond Online security tokens are enabled by Vanso security tokens ltd – a leading brand in online security. To order for this device (your security token), you must first read and agree to these terms and conditions. You must read this end user agreement (this "agreement") carefully before using the device that is being issued to you in connection with this agreement. By acknowledging these terms and conditions, you are consenting to be bound by the terms of this agreement.

#### VANSO® IDENTITY PROTECTION DEVICE END USER AGREEMENT

You must read this VANSO IDENTITY PROTECTION (VIP) device end user agreement (this "agreement") carefully before using the VIP device that is being issued to you in connection with this agreement. By clicking "I ACCEPT" or using the VIP device, you are consenting to be bound by the terms of this agreement. If you do not agree to all of the terms of this agreement, do not use the VIP device, and/or click "I DO NOT ACCEPT", and return the device to us.

#### 1. Definitions

Unless otherwise specified, capitalized terms in this Agreement will have the meanings attributed to them in this Section 1.

"Relying Party" means any entity that accepts any VIP Credential for second factor authentication at its Web site;

"Vanso" means Vanso, Inc., a Delaware corporation;

"VIP Credential" means a shared secret or shared key;

"VIP Device" means the hardware device that has been issued to you in connection with this Agreement, and which protects a VIP Credential, or in which a VIP Credential is embedded;

"VIP Network" means the network infrastructure of online service providers and enterprises who promote the use of second factor authentication to increase the security of their applications for the benefit of their consumers and protect their consumers from identity theft. Such VIP Network shall be operated by Vanso, as the network operator and governed by the VIP Policy; and

"VIP Policy" means the Vanso Identity Protection Authentication Network Policy document, which can be found at <http://www.vanso.com/repository>.

#### 2. Scope of Use

The VIP Device may only be used in the VIP Network. In particular, your use of the VIP Device shall be limited as follows:

- (i) You will use the VIP Device only at the Web sites of Relying Parties and in compliance with applicable law;
- (ii) You will always provide us and any Relying Party with accurate information as requested in order to allow us and/or such Relying Party to associate your VIP Device with your identity for use on the VIP Network; and
- (iii) You will maintain proper possession of the VIP Device and in the event that your VIP Device is lost or stolen, you will promptly notify us of such event.

You are expressly prohibited from sublicensing, selling, renting, leasing or otherwise distributing the VIP Device. We and Vanso, as the operator of the VIP Network, shall have the right to temporarily or permanently suspend your use of the VIP Device, and we shall have the right to automatically terminate this Agreement, if, in our or Vanso's sole discretion, you fail to use the VIP Device in accordance with the terms of this Agreement or use the VIP Device in a manner that compromises the security or integrity of the VIP Network.

#### 3. Intellectual Property Protection

The intellectual property related to the VIP Device, including its operation, code, architecture and implementation, as well as the look and feel of the VIP Device, is the valuable intellectual property of us, and our licensors. The VIP Device is protected by United States patent and copyright laws and international treaty provisions. This Agreement does not give you any intellectual property rights in

the VIP Device. Except as permitted by law, you agree not to modify, translate, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt by any means to discover or obtain any source code embedded in the VIP Device.

#### 4. Disclaimer of Warranty

To the maximum extent permitted by applicable law, you agree that your use of the VIP device is solely at your own risk. You agree that the VIP device is provided on an "as is" and "as available" basis, except as otherwise noted in this agreement or any other agreement between you and us. We expressly disclaim all representations, warranties, guarantees, terms and conditions of any kind, whether express, implied or statutory, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void (non-excludable condition). Liability for breach of any non-excludable condition (other than implied warranty of title) is limited, at our option, to refunding the price of the goods or services in respect of which the breach occurred or to providing, replacing or repairing those goods or providing those services again. No dealer, agent or employee of ours is authorised to make any modifications, extensions, or additions to this warranty.

#### 5. Limitation of Liability

To the maximum extent permitted by applicable law, except as may be provided in this agreement, under no circumstances and under no legal theory, tort, contract, or otherwise, shall we or our suppliers or resellers be liable to you or any other person for any indirect, special, incidental, exemplary or consequential damages of any character including, without limitation, damages for loss of business profits, business interruption, loss of business information, computer failure or malfunction, or any and all other commercial damages or losses even if we have been informed of the possibility of such damages, and we shall be held harmless for any losses, real or perceived, that occur relating to the use of the VIP device. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

#### 6. General Provisions

This Agreement will be governed by the laws of NIGERIA, without reference to the conflict of law principles. If any part of this Agreement is found to be void, unenforceable or invalid, it shall not affect the other provisions of this Agreement. This Agreement can only be modified by a writing signed by both parties. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

By using the VIP Device, You confirm that You have read and agree to the terms and conditions in this

The customer shall accurately at all time input the correct information/instructions or figures especially in respect of but not restricted to the following options

The customer irrevocably accepts responsibility for any loss or damage

whatsoever that may arise as a result of the use of the device and or input of wrong information/instructions or figure while using the service(s).

The customer irrevocably agrees that any such information/instruction or figures given in respect of the above is and remains binding on the customer.

The Customer undertakes to comply with all applicable laws, rules and regulations, licensing arrangement regarding use of this device

The Customer agrees to further comply with any instructions or directives which may be issued by the bank, Government, Central Bank of Nigeria, telecommunication industry regulatory authorities and/or the Bank with regard to the customer's access to the service

The Bank shall not be liable for consequences that may arise as a result of disclosure to any third party of the security token. Where a third party gains access to the Customer's security token it shall be assumed that same was done with the Customer's consent.

The holder shall not hold the bank liable, accountable or responsible in any way whatsoever for any loss, injury or damage however caused, arising out of the use of the device, and shall indemnify the bank for any loss suffered and for any suit brought against the bank by the Customer or any third party