eaZymoney Service Terms And Conditions

Agreement
This is your agreement with Zenith Bank PLC setting out the terms and conditions that apply when you access or use eaZymoney Services. eaZymoney is our Person-to-Person payment service through which customers may send and receive payments using their mobile phone, do cash in and cash out with our registered agents and other services as we may deem fit to rollout on the platform. This Agreement also governs your use of eaZymoney during both our pilot program (the "**Pilot**") and after full rollout of our mobile money scheme. You must review this Agreement and confirm your acceptance to its terms and conditions by ticking "I Agree." **.**

Definitions.
"eaZymoney Wallet" means your mobile wallet account tied to your mobile phone number;

"Zenith Bank Account" means a Personal Deposit you designate from time-to-time as a payment method used to load funds to a eaZymoney Wallet;

Business Day" means any day, excluding Saturday, Sunday or a statutory holiday, on which Nigerian banks are open for domestic business in Nigeria;
"**Electronic Access Device**" means a personal computer, telephone, mobile phone, smart phone, personal digital assistant or any other electronic device, including wireless devices, that will allow you to access eaZymoney;
"**Identification Question**" means the question and answer that you may be required to choose, and provide answer to when prompted, to help us confirm that you are the party accessing eaZymoney;

"**Mobile Phone**" means any Mobile Electronic Access Device;
"**Participant**" means any person who has a eaZymoney wallet;
"**Password**" means a combination of letters and/or numbers you select to identify you. You must provide your Password to access eaZymoney;
"ATM" means Automated Teller Machine
"POS" means Point of Sale Device
"**Payment**" means a transfer of funds from one eaZymoney wallet to any Merchant;
"**Personal Deposit Account**" means the personal deposit account you maintain with us or with another deposit taking financial institution in Nigeria and which meets our requirements as a Funding Source;
"**PIN**" means the confidential personal identification number you select to identify yourself and to confirm Transactions through eaZymoney;

"**SMS**" means a text message sent from one Mobile Phone to another Mobile Phone on the Short Message Service platform;
"**Transaction**" means any loading of funds from a Funding Source to a Zenith Account, any offloading of funds from a Zenith Account to a Personal Deposit Account, and any Payment.

The words "**you**" and "**your**" mean the person who is enrolled to access eaZymoney and "**we**", "**us**" and "**our**" mean Zenith Bank PLC.

The word "**including**" followed by a list means that the listed items are just examples of what we are referring to, but there may also be other examples that we have not listed.

Changes to Zenith Mobile Money. You understand that we may add, remove or change any part or feature of eaZymoney, without giving you notice. This Agreement applies to eaZymoney (or parts or features thereof) added or changed by us.

Notice. Any notice may be (i) sent to you in eaZymoney through your email or mailing address last shown on our records, or (ii) sent by SMS to the Mobile Phone number connected to your Zenith Account, (iii) communicated by calling you; or (iv) sent in such other manner in which you and we agree.

Changes to Zenith Mobile Money. You understand that we may add, remove or change any part or feature of eaZymoney, without giving you notice. This Agreement applies to eaZymoney (or parts or features thereof) added or changed by us.

Eligibility. To be eligible to establish a Zenith Account to access and use eaZymoney, you must have a Mobile Phone capable of sending and receiving an SMS, and be a resident of Nigeria. You may maintain an account with us or not. We may establish other eligibility criteria and enrolment requirements from time-to-time.

Use/Instructions. You must enter your PIN to make any Transaction on your Mobile Phone. Once you access eaZymoney, you authorize us to accept and you agree to be responsible for any instruction given by you or purported to be given by you. Any instruction will have the same legal effect as if it was a written instruction and signed by you. (i) it is final, (ii) it will be considered duly authorized and binding on you, (iii) it will be enforceable against you, and (iv) we will have no obligation to reverse it.

Your eaZymoney Wallet. We will open a stored value account ("**eaZymoney wallet**") in your name tied to your phone no when you register for the service. Your **eaZymoney wallet** is not a deposit account and we will not pay you any interest on any balance you may transfer to, from or maintain from time-to-time. You may load funds to your eaZymoney wallet from any Funding Source you decide (eaZymoney agent, Bank branch or transfer from a Zenith personal deposit account where possible), transfer funds from your eaZymoney wallet to that of any other Participant, receive funds from any other Participant, or offload funds from your eaZymoney wallet to the Personal Deposit Account associated with your Zenith Account.

Activating Your eaZymoney Wallet. Before you can use the full functionality of eaZymoney, you must activate your eaZymoney wallet in order to authenticate your identity. After the form is filled and sent to Zenith Bank, an activation code will be sent to your phone via SMS. Download the eaZymoney application on your phone, launch the application, enter the activation code along with your mobile number and name, you will be requested to input a 4 digit number and confirm it, after this is done, you will be activated, The selected PIN number will serve as your PIN

Changing Mobile Phones. If you change your Mobile Phone number, you must notify us by calling Zenith Direct on 012784000. You will have to activate a new account (mobile wallet) tied to the new mobile phone number and request that the balance from your existing account be transferred to the new eaZymoney Wallet. It is your responsibility to ensure that any parties you transact with are aware of your new Mobile Phone number.

Making a Transaction. You can make a Transaction by launching the application on your phone and select which transaction you would like to make. include balance enquiry, transfers, cash out, bills payment, purchases, mobile phone top-up and other transactions types we may include in the service from time to time.
You can also make these transactions at an Agent locations.

Payments to Merchants. We may make special arrangements with designated merchants (each a "**Merchant**") that we select from time-to-time to help facilitate the fulfillment of your purchase of goods or services through eaZymoney. A list/codes of Merchants will be made available to you from time-to-time. By making a Payment to any Merchant for this purpose, you agree and authorize us and the Merchant to share your information including details of the order and your contact information and such other personal information necessary to enable us or the Merchant to fulfill your request.

Your Responsibility for merchant Payments. You decide if you want to make or request a Payment. We do not guarantee the identity of any Participant or Merchant, and we are not responsible for any disputes you have with such Participant or Merchant, including if that Participant or Merchant (i) does not credit you for a Payment for whatever reason, (ii) charges you fees or penalties, or (iii) does not supply goods or services purchased or the goods or services are not suitable. You agree to settle your dispute directly with that Participant or Merchant.

Insufficient Funds. If there are insufficient funds in a eaZymoney Wallet for any Payment, we will not act on your Payment instruction.

Payments are Final. You acknowledge that after an instruction to make a Payment is given to us by you, or purported to be given by you, funds will be withdrawn immediately from your eaZymoney Wallet.

Your instruction is final and we have no obligation to reverse it. If you initiate a Payment to a non-Participant or to a eaZymoney Wallet that has not been activated, and that Payment is not claimed within 10 working days, we will redeposit the value of such Payment into the Zenith Account from which the funds originated. You will not be able to cancel your Payment instruction, nor will you be able to initiate any other Payments with those funds, until the funds have been redeposited into your Zenith Account.

Fees. You will pay token fees when you make transactions/transfers. A list of these fees are available at our offices and agents locations and also by contacting our call centre.

Zenith Website.
The Zenith Website and the Zenith Message Centre is where we provide you with important information about eaZymoney and your Wallet, including notices, legal and privacy terms, links, statements, and complete Transaction information. You understand that a Mobile Phone may not allow you to view all features, functionality, content or information in eaZymoney, and you agree to access the Zenith Website and the Zenith Message Centre on a regular basis using an Electronic Access Device that does not have such limitations. The website, ATM and POS may also be made available for transaction consummation, in which case, you shall be fully liable for all transactions done on your mobile wallet via these channels.

Prohibitions on Use. You will not (i) access or use eaZymoney for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions, including sending any SMS through eaZymoney, that could or do undermine the security, connectivity, integrity, effectiveness, reputation or goodwill of eaZymoney or Zenith Bank as a whole (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person). We reserve the right to decline to process any Transaction. We also reserve the right to prevent your eaZymoney Wallet from being used for certain types of Transactions as determined by us.

Setting Limits. We can set one or more access limits (for example, Naira limits on the amount you can transfer on any day or limits on how many Payments you can make on any day) for eaZymoney. Your initial limits will be provided to you when you register for eaZymoney. We can change these access limits at any time without notice to you.

Password and PIN Security. Your Password, PIN and Identification Question must be unique and not easily guessed. You must always keep your Password, PIN and Identification Questions strictly confidential. You must not disclose your Password, PIN or Identification Question to anyone. You agree not to keep a written record of your Password, PIN or Identification Question near your Mobile Phone or other Electronic Access Device. If you know or think that someone may know your Password, PIN or Identification Question, you must tell us immediately and you must change your Password, PIN or Identification Question, as applicable, immediately.

You will notify us immediately if you become aware of any unusual, suspicious or fraudulent activity in your eaZymoney Wallet. And you agree to comply with any additional security requirements that we may require in connection with eaZymoney.

Release/Indemnities. You will release and indemnify us for any claim, cost and liability we may incur as a result of (i) your access to or use of eaZymoney, or (ii) your breach of the terms and conditions of this Agreement, including Section 25 (Prohibitions on Use).
How to contact us. If you need help or have questions about eaZymoney or your Wallet, please call Zenith Direct on **+234-1-2784000** our 24 hour 7 days a week call centre..

Suspension/Termination.
By Us: We can terminate (either all or part of) this Agreement or suspend or terminate your eaZymoney Wallet or your access to eaZymoney immediately for any reason whatsoever at any time without prior notice. We will not be responsible for any loss or inconvenience that may result from such suspension or termination.

By You: You may terminate this Agreement and eaZymoney Wallet by giving us notice of termination by telephone at (**+234-1-2784000)**. We will suspend your eaZymoney Wallet until all of your Transactions have been processed, after which we will terminate this Agreement and your eaZymoney Wallet.