

## TERMS OF ENGAGEMENT [FOR BIG MOVES CAMPAIGN]

These terms and conditions govern your relationship with AltBank under the Big Moves referral campaign ("**Campaign**"). Please review the terms and conditions I/We ..... acknowledge acceptance of the terms and conditions of the Big Moves Campaign, acceptance indicates that you understand and agree that these terms will be binding on you. Upon receiving the communication, it indicates the acceptance of the terms.

### DEFINITION AND INTERPRETATION

In this agreement,

1. "You", "your" means the Bank's customer who accepts these terms and conditions and refers prospective customers to open Alternative bank accounts within the duration provided hereunder.
2. "We," "us," and "our" means The Alternative Bank Limited.
3. words in the singular include the plural and vice versa.
4. words of any gender include every other gender and references to legal persons shall include natural persons and vice-versa;
5. the headings to clauses are inserted for ease of reference only and shall not be construed in the interpretation of this Terms; and
6. reference to any statute, statutory provision or regulation includes reference to that statute, statutory provision or regulation as amended, modified, or re-enacted.

### Commencement

The Campaign commences in January 2024 however, the terms of this agreement will start when you first engage the communication sent to customer and will last until December **2024**. Benefits are paid out at the end of the month after completion of requirements. Payment days excludes weekend and public holiday during the scheme in **2024**.

Selected Alternative bank account holders who have received an invitation to the Promotion directly from us by email or text are eligible. If you have not received an email or text directly from us, you are not eligible.

### What do you need to do to earn the Reward?

To earn a Reward, you must:

Receive an email/text invite to the special bonus campaign.

For existing customers; have a **Kiakia or Savings** account,

For new customers; open a Kiakia/Savings account via Altbank or on the account opening platform.

Ensure that you deposit at least **N3000** for a month in the account and perform a minimum of six (6) transactions on airtime purchases with a cumulative value of **₦5000 (Five Thousand Naira, only)** on Altbank within the month.

## **Benefits**

Winners (Both new & existing customers) who meet these criteria will be selected by the data team and rewarded

Benefits earned are paid out at the end of the month. You shall at no time earn any interest on any benefits due to you.

Alternative bank reserves the exclusive right to review the benefits.

Benefits are deemed to have been earned only if ALTBANK has confirmed the opening of an account by a NEW customer and verified the transactions initiated by the NEW & EXISTING customer referred.

Alternative bank records shall always be relied upon for the payment of commission.

## **Authority**

You understand and agree that you do not have the power to bind, obligate, or commit Alternative Bank to any commitment unless the Bank grants you written permission to do so.

You shall have no authority to utilize the AltBank logo, designs, look and or privileges to do anything or solicit anything from anyone for any other purpose or in any other manner than as provided in this Agreement. You shall also not act in the name or on behalf of Alternative bank or take on or agree to any obligation or liability that binds Alternative bank without the prior written permission of the Bank.

You shall have no authority to enter any co-brokerage arrangement or assign your responsibilities to a third party without the prior written consent of Alternative bank.

## **Termination**

The Bank may terminate this agreement by giving written notice of the intention to terminate the terms and conditions. The notice shall be sent to your email address or other contact information provided herein and shall effectively terminate these Terms.

Notwithstanding, the Bank may terminate this Agreement forthwith without notice to you, if you: (a) have violated the terms of this Agreement or any other Agreement you have with Us or our policies (including these Terms ), (b) in the opinion of the Bank, you pose an unacceptable credit, reputational or fraud risk to us; or (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct; and/or (d) we find your conduct towards customers unacceptable, criminal or otherwise capable of infringing the rights of customers or the Bank's intellectual property.

After termination, you shall cease to perform any obligations under this Agreement, nor market or promote the Bank's product and services under this Agreement, to any customers or hold out to represent the Bank with respect to the obligations herein.

**Prohibitions**

Under no circumstance shall you collect physical cash from customers or prospective customers for the opening of an Alternative bank account, deposit into the account, or any other related purpose. This would amount to an illegal act with its attendant effects.

You shall not use the Bank's logos, brands, or other proprietary material for any purpose except with the written consent of Alternative Bank.

Your participation in the Campaign does not qualify you as an employee of the Bank, nor shall you be deemed to be an agent or partner of the Bank, and you shall not have the authority to bind Alternative bank. You understand and agree that the Bank will not pay you a salary, a stipend, or any other kind of benefit, such as health insurance, life insurance, disability insurance, worker's compensation insurance, etc.

**Indemnification**

You agree to indemnify and hold harmless the Bank, its agents, servants, directors, officers, employees, from and against any and all losses, claims, demands, damages, expenses or costs which in any way arise out of or relate to any unauthorised act or omission in connection with an account opening including, but not limited to the miscommunication of information to customers following your participation in this Promotion Services.

**Confidentiality**

You acknowledge and agree that confidential data and non-public personal information relating to Alternative Bank/customer, as well as the Bank's marketing, strategies, business operations, marketing material and business systems (collectively, the "Confidential Information") may come into your possession in connection with this Agreement. You shall maintain the confidentiality of and protect Alternative Bank and customers' Confidential Information in accordance with all laws, regulations, rules and guidelines and agrees to implement, utilize, and maintain best practices to secure and protect Confidential Information from unauthorized access, destruction, use, modification, or disclosure, and agree that you will not retain copies of any such information and that you will not use or disclose such Confidential Information for any personal or commercial advantage or in any other manner. The obligation of confidentiality shall survive the termination of this Agreement.

**General Provisions**

Events beyond the control of the Bank may occur that render the continuation of, or fulfilment of the promotional awards impossible. Accordingly, the Bank will not be liable for any loss, whether directly or indirectly, suffered as a result of occurrence of a force majeure event.

This terms and conditions contain the entire agreement of the parties hereto. It is understood and agreed that this Agreement shall and hereby terminate, cancel, and supersede all other written and verbal agreements between the parties hereto.

No waiver of any provision of these terms and conditions shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such

provision or any other provision(s). provided that the enforcement in your case is done within the duration of the program.

Any waiver of any right, benefit, power, or remedy under this Agreement must be in writing and signed by or on behalf of the party entitled to such right, benefit, power, or remedy.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision may be modified by such a court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

In no event shall the Bank be liable to you for any liability not stated herein or for any third-party liability.

### **Governing Law & Dispute Resolution**

This Agreement (and, unless provided otherwise, any document entered into in connection herewith) shall be governed by the laws of the Federal Republic of Nigeria including the Islamic commercial jurisprudence.

The Parties agree that any dispute arising under or in connection with the validity, interpretation, and performance of this Agreement that cannot be resolved amicably by the Parties through negotiation within thirty (30) days shall be referred to mediation at the Lagos Multi-Door Courthouse (LMDC) for resolution. The mediator shall be a person with knowledge of Islamic commercial jurisprudence.

### **Enquiries And Complaints**

If you have any questions, complaints or claims with respect to these terms, please contact us at [help@altbank.ng](mailto:help@altbank.ng) or call **02017000555**