

Digital Channels-Terms and Conditions

Introduction

These Terms and Conditions govern access to and use of the digital channels provided by Forms Capital Limited (“FCL”, “we”, “us” or “our”). They form a binding agreement between FCL and each customer who registers for, accesses or uses a Digital Channel.

Please read these Terms carefully. By registering, accepting the on-screen prompt, entering a PIN or one-time password, using biometric authentication, sending an instruction through WhatsApp Banking, or otherwise using a Digital Channel, you confirm that you have read, understood and agreed to these Terms.

Product-specific terms, account mandates, fee schedules, privacy notices and transaction confirmations also apply. If there is a conflict, the more specific product or transaction term will prevail for that product or transaction, except where applicable law requires otherwise.

1. Definitions and Interpretation

In these Terms, unless the context requires otherwise:

- “Account” means any savings, investment, deposit, loan, wallet, holding or other account maintained by or accessible through FCL.
- “Authorised Device” means a mobile phone, computer, tablet, SIM card or other device registered, recognised or used to access a Digital Channel.
- “Credentials” means a username, password, PIN, OTP, biometric identifier, security answer, device token or any other means of authentication.
- “Digital Channels” means FCL’s USSD service, mobile application, web portal, WhatsApp Banking service and any related digital interface introduced by FCL.
- “Instruction” means any request, consent, mandate, transaction or communication submitted or apparently submitted through a Digital Channel.
- “Service Provider” means a telecommunications operator, technology provider, payment service provider, bank, identity-verification provider, credit bureau, cloud provider or other third party supporting a Digital Channel.
- “You” or “Customer” means an individual or entity registered for or using a Digital Channel.

2. Scope and Acceptance

These Terms apply to all Digital Channels and to all services made available through them, including onboarding, account access, balance and statement enquiries, deposits, withdrawals, transfers, payments, savings or investment instructions, loan applications and repayments, beneficiary management, service requests, notifications and customer support.

Your use of a Digital Channel constitutes electronic acceptance of these Terms. Electronic records, logs, confirmations and authentication data maintained by FCL may be used as evidence of your acceptance and Instructions, subject to applicable law.

3. Eligibility and Registration

To register for or use a Digital Channel, you must:

- meet the eligibility requirements for the relevant FCL product or service;
- provide complete, accurate and current identification, contact, tax, residency, source-of-funds and other due-diligence information requested by FCL;
- hold or control the mobile number, email address, device, Account or payment instrument used for registration;
- have legal capacity and authority to enter into these Terms and issue Instructions; and
- complete FCL's identity verification, sanctions screening, authentication and risk checks.

FCL may accept or decline registration, restrict available features, request additional information, or require in-person or enhanced verification where reasonably necessary for security, compliance or risk management.

4. Access, Credentials and Customer Security

You are responsible for safeguarding your device, SIM card, Credentials and access to your registered email or telephone number. You must:

- create strong Credentials and keep them secret;
- never share an OTP, PIN, password or authentication prompt with any person, including anyone claiming to represent FCL;
- lock your device, keep its operating system and security software current, and use only trusted networks and official FCL channels;
- log out after using the mobile application or web portal and avoid saving Credentials on shared or public devices;
- review transaction alerts promptly; and
- notify FCL immediately if a device or SIM is lost, stolen, replaced, compromised or used without authority, or if you suspect fraud.

FCL will never ask you to disclose your full PIN, password or OTP. FCL may require re-authentication, device binding, liveness checks, security questions or other controls at any time.

5. Channel-Specific Conditions

5.1 USSD

USSD sessions may expire after a period of inactivity and may be affected by mobile-network availability. You are responsible for confirming all details displayed before authorizing an Instruction.

Telecommunications charges may apply. You must not leave an active USSD session unattended or allow another person to use your registered handset or SIM.

5.2 Mobile Application

You must download the application only from an official store or link identified by FCL. FCL may require minimum operating-system versions, updates, device permissions, biometric authentication and device registration. Modified, rooted or jailbroken devices may be blocked. Biometric data used by the device is generally controlled by the device provider; you are responsible for limiting biometric access to your device.

5.3 Web Portal

You must access the web portal only through the official address published by FCL, verify the secure connection, and avoid links received from unknown sources. You must not use public or shared computers unless necessary and must clear the session and downloaded information after use.

5.4 Social Media or WhatsApp Banking

You must communicate only with the verified or officially published FCL WhatsApp number or social media link. Messages may pass through WhatsApp/social media and its service providers and are also subject to their terms and privacy practices. Do not send a PIN, password, OTP or unnecessary sensitive information through chat. FCL may restrict high-risk transactions, require step-up authentication on another channel, or redirect you to an authorised agent. A chat message alone does not bind FCL unless the Instruction is authenticated and accepted in accordance with FCL's controls.

6. Instructions and Authority

FCL may treat an Instruction authenticated with your Credentials, registered device, registered telephone number or approved mandate as authorised by you, unless FCL has received and had a reasonable opportunity to act on your prior notice of compromise.

You must check the beneficiary, amount, account, reference, product, tenor, interest rate, fees and other details before confirming an Instruction. Once submitted, an Instruction may be final and may not be cancelled or reversed. FCL may attempt a recall where permitted, but does not guarantee recovery.

FCL may delay, reject, block or require confirmation of an Instruction that is incomplete, inconsistent, duplicated, above a limit, suspected to be unlawful or fraudulent, or otherwise contrary to these Terms, a product mandate, FCL policy or applicable law.

7. Transaction Processing, Availability and Records

An Instruction is received only when accepted by FCL's systems. A displayed acknowledgement may confirm receipt but not final settlement. Transactions submitted outside processing hours may be treated as received on the next business day.

Balances and transaction statuses may be provisional until reconciliation and final settlement. FCL may correct duplicate, erroneous or unauthorised system postings and will notify you where required.

FCL's electronic records, audit trails, call recordings, chat records, device information and transaction logs will, in the absence of manifest error, be evidence of communications and transactions, subject to applicable law. You should retain confirmations and independently review statements.

8. Limits, Fees, Interest, Taxes and Charges

Transaction limits, service fees, interest rates, early-withdrawal charges, telecommunications charges and taxes may apply as published in the relevant product terms, tariff guide or transaction screen. FCL will provide notice of changes as required by law.

You authorise FCL to debit applicable fees, charges, taxes, reversals and amounts due from the relevant Account. Third-party charges may be deducted separately by a telecommunications operator, payment provider or receiving institution.

9. Customer Information and Communications

You must keep your name, identification details, address, telephone number, email address, tax status, residency, beneficial ownership and other information accurate and current. FCL may rely on the latest information in its records.

You consent to receive transaction alerts, security notices, statements, service messages and legally required communications electronically through SMS, email, in-app notification, WhatsApp or another registered channel. Marketing communications will be sent in accordance with applicable consent and opt-out requirements. Electronic messages are deemed received when dispatched to your registered contact, unless FCL receives a failure notice.

10. Privacy, Confidentiality and Data Protection

FCL will process personal data in accordance with applicable data-protection law and FCL's privacy notice. Data may include identification and contact information, Ghana Card or other identity data, financial and transaction information, device and browser information, IP address, location data where permitted, communications, behavioural information and security logs.

FCL may process data to provide and secure the Digital Channels; verify identity; administer Accounts and products; assess eligibility and credit risk; prevent fraud and financial crime; comply with legal and regulatory obligations; resolve complaints; improve services; and communicate with you.

FCL may share relevant data with regulators, law-enforcement bodies, credit bureaus, financial institutions, mobile network operators, payment providers, identity-verification providers, insurers and other Service Providers where lawful and necessary. Cross-border processing, if any, will be subject to appropriate safeguards required by applicable law.

Further details—including retention periods, data-subject rights and the contact for privacy enquiries—are contained in FCL's Privacy Notice, available at [insert link/location].

11. Anti-Money Laundering, Sanctions and Regulatory Compliance

You must not use a Digital Channel for an unlawful purpose, money laundering, terrorist financing, proliferation financing, fraud, sanctions evasion, market abuse or any activity prohibited by law.

FCL may conduct ongoing due diligence, transaction monitoring, source-of-funds or source-of-wealth checks, sanctions screening and reporting to competent authorities. FCL may withhold information about such action where disclosure is prohibited. You must promptly provide documents and explanations requested for compliance purposes.

12. Prohibited Conduct

You must not:

- access or attempt to access another person's Account or impersonate another person;
- interfere with, probe, reverse engineer, copy, scrape or circumvent a Digital Channel or its security controls;
- introduce malware, automated scripts or harmful content;
- use a Digital Channel for abusive, misleading, defamatory or unlawful communication;
- exploit an error, duplicate credit or system vulnerability; or
- use a Digital Channel in a way that may damage FCL, a customer, a Service Provider or the financial system.

13. Fraud, Errors and Unauthorised Transactions

Notify FCL immediately through the official support contacts if you identify an error, suspicious activity or unauthorised transaction. Provide all reasonably requested information and cooperate with any investigation.

Liability for an unauthorised transaction will be determined under applicable law and the circumstances, including whether you acted fraudulently, intentionally or with gross negligence; failed to protect Credentials; ignored a security warning; or delayed reporting a compromise. Reporting does not guarantee reversal where funds have been finally paid to a third party.

Where you receive money or value in error, you must not use it and authorise FCL to reverse or recover it, subject to applicable law and fair notice.

14. Suspension, Restriction and Termination

FCL may suspend, restrict or terminate access to a Digital Channel where reasonably necessary for security, maintenance, suspected fraud, legal or regulatory compliance, breach of these Terms, customer protection, inactivity, service discontinuation or risk management. Where practicable and lawful, FCL will give notice.

You may request deactivation through an approved FCL channel, subject to verification and settlement of outstanding obligations. Termination of Digital Channel access does not close an Account or discharge any debt, mandate, accrued right or obligation.

15. Service Availability and Third Parties

FCL aims to provide reliable access but does not warrant uninterrupted, real-time or error-free availability. Access may be affected by maintenance, power failure, network congestion, device failure, telecommunications outages, cyber incidents, force majeure or third-party systems.

Links or integrations with third parties do not constitute an endorsement. Third-party services may be governed by separate terms. FCL remains responsible only to the extent imposed by applicable law or expressly stated in the relevant product terms.

16. Liability

FCL will exercise reasonable care and skill in providing the Digital Channels. Nothing in these Terms excludes or limits liability that cannot lawfully be excluded, including liability arising from FCL's fraud, wilful misconduct or gross negligence where applicable.

Subject to applicable law, FCL will not be liable for loss arising directly from incorrect customer information or Instructions; failure to safeguard Credentials; use of an unofficial or compromised channel; a third-party or telecommunications failure outside FCL's reasonable control; or suspension reasonably undertaken for security or compliance.

FCL will not be liable for indirect, incidental or consequential loss, loss of profit, opportunity or goodwill, except to the extent such exclusion is prohibited by law. You must take reasonable steps to mitigate any loss.

17. Intellectual Property

All rights in the Digital Channels, including software, interfaces, content, trademarks, logos and databases, belong to FCL or its licensors. FCL grants you a limited, personal, non-exclusive, non-transferable and revocable right to use the Digital Channels for their intended purpose. You may not reproduce, modify, distribute, sell, license or commercially exploit any part without prior written consent.

18. Complaints and Dispute Resolution

Submit enquiries or complaints through 0302768324, support@formscapital.com, Florida Hse. No. 170/6, Third Labone Link or another official channel published by FCL. Include your name, contact details, transaction reference, date, amount and a clear description, but never include your PIN, password or OTP.

FCL will acknowledge, investigate and resolve complaints within the timelines required by its complaints procedure and applicable law. If you remain dissatisfied after completing FCL's internal process, you may refer the matter to the Bank of Ghana or another competent dispute-resolution body, without prejudice to any legal right.

19. Changes to Services and Terms

FCL may modify a Digital Channel or these Terms to reflect legal, regulatory, security, operational, technology or product changes. Material changes will be communicated in advance through an appropriate channel where required. Continued use after the effective date constitutes acceptance, except where law requires express consent. If you do not accept a change, you should stop using the affected channel and contact FCL regarding available alternatives.

20. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of Ghana. Subject to any mandatory complaint, mediation or regulatory process, the courts of Ghana will have jurisdiction.

21. General Provisions

If any provision is unlawful or unenforceable, it will be severed or limited to the minimum extent necessary, and the remaining provisions will continue in effect. A delay or failure by FCL to enforce a right is not a waiver. You may not assign your rights or obligations without FCL's consent. FCL may assign or transfer its rights or obligations as part of a lawful restructuring, outsourcing or transfer of business, with notice where required.

These Terms, the relevant product terms, privacy notice, tariff guide, application or mandate and any transaction-specific disclosure constitute the agreement relating to your use of the Digital Channels.

22. Contact Details

Forms Capital Limited

Registered office: # F170/6 Third Labone Link

Customer support telephone: 0302764659, 764660,768324

Email: info@formscapital.com

Website: www.formscapital.com

Official WhatsApp Banking number: 0504582683

USSD code: *982#

Customer Acceptance

By selecting "I Accept", entering your authentication Credentials, or continuing to register for or use a Digital Channel, you confirm that:

- you have read and understood these Terms;
- the information you have supplied is accurate and complete;
- you consent to electronic records and communications as described above; and
- you agree to be bound by these Terms and the terms applicable to each product or transaction you use.

— END OF TERMS AND CONDITIONS —