

Internet Bank Registration Form: Corporate



Please use BLOCK letters

Branch

Corporate Details

Date

Company Name

Account Number(s)

Contact Address

For Sole Proprietorship account, please profile the account signatory with details below on the Sterling Pro:

	Admin Name <i>(First & Last Name)</i>	E-mail Address	Phone Number	Token Type	
				Hard	Mobile
Sole Signatory					

For Multiple User profiles, suitable for other Corporate accounts, please profile the following **nominated** people on the Sterling Pro:

	Admin Name <i>(First & Last Name)</i>	E-mail Address	Phone Number	Token Type	
				Hard	Mobile
Administrator					

*By nominating the user above, you have authorised the person to act as your **Administrator**, who will control access to your accounts, enroll users, grant them necessary rights and setup the organization's preferred workflow. Please ensure they have adequate authority for the role".*

Declaration

Account Name

Account Number

I/We hereby confirm that I/We agree with terms and conditions

Authorized Signatory
 Authorized Signatory
 Authorized Signatory
 Authorized Signatory

Company Seal

Corporate Details

1.0 Definitions

In this document, "User Agreement", "Agreement", "Terms and Conditions of Service" are synonymous and used interchangeably.

In this Agreement, "you" or "your" or "User" refers to any person or entity using the service. Unless otherwise stated, "STERLING BANK," "we" or "our" or "us" will refer collectively to STERLING BANK Limited and its subsidiaries, affiliates, directors, officers, employees, agents and partners.

You and STERLING BANK are jointly referred to as 'the Parties' in this document, "STERLINGPRO", "our Services", "the Services", "the System", "STERLINGPRO app" "the platform" are synonymous and used interchangeably unless otherwise specified. "STERLINGPRO" means the range of products and services offered by STERLING BANK as an online platform for the Management of:

BUSINESS USERS

Payment of Salaries:

STERLINGPRO enables direct payment of salaries from any bank account into beneficiaries' accounts in any bank or other designated financial schemes.

Payment of Taxes:

STERLINGPRO enables remittance of all taxes including PAYE, VAT and WHT, to the relevant Tax authorities.

Payment of Pension:

STERLINGPRO enables remittance of pension contributions and delivery of accompanying schedules to Pension Fund Administrators and Pension Fund Custodians.

Payroll, Pension Processing and Biometrics:

STERLINGPRO enables customers to process their payroll and pensions and carry out biometrics enrolment and verification of their employees and pensioners.

Schedule Delivery:

STERLINGPRO enables delivery of matching schedules in recipients' specified formats. These schedules are sent to appropriate recipients simultaneously as payments are made.

INDIVIDUAL AND OTHER USERS

Payment of Vendors and Third Parties:

STERLINGPRO enables customers to make electronic payments from any bank account into the accounts of vendors, suppliers and other third parties in any bank or other designated financial schemes.

Account Balance and Transaction Monitoring:

STERLINGPRO enables customers at their convenience, to view their account balances across banks, and it provides clear and definitive status of transactions at all times.

Payment Collection from Service Users:

STERLINGPRO enables automated collection of fees and other charges from service beneficiaries via multiple channels.

Value Added Services

STERLINGPRO platform also provides value-added services such as loan disbursement, transaction referencing, third-party application integration, etc. and also Marketplace services such as; ticketing, airtime and utility vending, International transfers, etc.

2.0 Eligibility

In order to use the Service, you must apply to Sterling Bank for a Corporate profile. Our Services are available to you based on the approval of your account opening procedures with Sterling bank.

Without limiting the foregoing, we reserve the right to deny, suspend or terminate delivery of our Service to persons who present an unacceptable level of risk as determined by regulatory, industry and our standards.

3.0 Contract Between You and STERLING BANK

Your acceptance of these Terms and Conditions of Service is established either:

- by using your personal details to log-in to STERLINGPRO or any of the related solutions "Powered by STERLINGPRO"; or
- by installing or using any STERLINGPRO service or products or solution "Powered by STERLINGPRO"; or
- by integrating STERLINGPRO with your third party application for the purpose of sending payment or collection instructions for processing and receiving feedback as to the status of the processed transactions.

3.1 Relationship

STERLINGPRO facilitates your transfer to and receipt of funds from third parties. Based on your instructions, you acknowledge that:

1. Payment instructions on the platform are driven strictly by account numbers and not by the beneficiary names supplied.
2. Payments will be applied by STERLINGPRO platform into the beneficiary account numbers supplied by you at the time of initiation and upload of payment instructions.
3. You are fully responsible for the completeness, correctness and validity of data supplied on the platform, including but not limited to:
 - Beneficiary account number
 - Beneficiary account name
 - Amount
 - Beneficiary phone number
 - Beneficiary e-mail address
4. STERLING BANK CANNOT BE held liable for any incorrect beneficiary name, account number, amount, phone number, e-mail address or other data that a registered user uploads on the platform.
5. STERLINGPRO is not a Sterling Bank Corporate Internet Banking Platform.
6. We are not acting as a trustee, fiduciary or escrow with respect to your funds.
7. When you send a payment instruction, until that payment is accepted by the recipient, you remain the owner of those funds, but you will not be able to withdraw those funds or send the funds to any other recipient unless the initial transaction is cancelled.
8. We act as service providers by creating, hosting, maintaining and providing our Service to you through the Internet. We do not have any control over the products or services that are paid for through our Service. We cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction and we shall not bear any liability for any incomplete transaction between you and the other party with whom you may be transacting.
9. When you use STERLINGPRO to manage the payroll of your organization, STERLINGPRO shall use best efforts to process the information provided by you to ensure that the computed figures are accurate and represent your expectations. It however remains your responsibility to confirm your satisfaction with computed figures before you approve same for payment.
10. When you request STERLINGPRO to compute your taxes based on the Nigerian tax laws, STERLINGPRO shall use best efforts to process information provided by you to ensure that the computed figures are accurate and represent the expectations of the tax authorities. It however remains your responsibility to confirm your satisfaction with computed figures before you approve same for payment.
11. When you use STERLINGPRO for collection of funds by way of an automated direct debit from the accounts of third parties, such parties will be entitled to a prompt refund of such payments simply by submitting appropriate claims to us in accordance with the relevant direct debit guidelines from the Central Bank of Nigeria or other regulatory requirements.
12. When you use STERLINGPRO as a registered Biller/Collector/Merchant for collection of funds paid by service beneficiaries into your designated collection account(s) through any of the STERLINGPRO payment channels such as any bank branch, online banking sites, debit/credit cards, digital wallets, POS or mPOS terminals, direct debit, standing order, cash collection points etc., STERLINGPRO shall use best efforts to process information provided by the payer in accordance with what has been entered into the system such that funds collected are accurate and represent your expectations. It however remains your responsibility to confirm your satisfaction with collected funds for which the payer is enjoying your products or services.

3.2 Identity Authentication

We use many techniques to identify users when they register on the platform. Verification of Users is only an indication of increased likelihood that a User's identity is correct. You authorize us to, directly or through third parties, make any inquiries we consider necessary to validate your registration. This may include verifying the information you provide against third party databases. In addition, we reserve the right to employ other means of verification of authenticity for transactions we deem suspicious or for accounts conducting high value or high volume transactions to ensure integrity of the transactions and we may thus delay execution of such instructions.

3.3 No Warranty

STERLING BANK provides its services on "as is" and without any warranty or condition, express, implied or statutory. We, specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to the full extent permissible by the law.

We shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts and other transactional operations are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing because our Service is also dependent upon other factors outside of our control, one of which is the operational efficiency of all stakeholders.

3.4 Limitation of Liability

In no event shall STERLING BANK be liable for loss of income, profits, business, opportunity, contracts or any indirect, special, incidental or consequential damages arising out of or in connection with our platform, our service, or this Agreement.

Our liability to you or any third party in any circumstance of proven liability by us, shall not exceed the fees paid to us in respect of the specific transaction that gave rise to the claim or liability.

3.5 Indemnification

You agree to indemnify and hold STERLING BANK, harmless from any claim or demand (including attorneys' fees) made by you or any third party arising wholly or partly from your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party relating to your use of the Service.

3.6 Authorised Signatories

You undertake that:

3.6.1 Authorized signatories shall be setup on STERLINGPRO to approve remittance instructions and other relevant transactions in accordance with your internal approval rules. You understand that these approval rules will be applied to all remittance instructions and other relevant transactions processed on STERLINGPRO and therefore will not be subjected to telephone, e-mail or any other manual confirmation by banks before transactions are completed.

3.6.2 You will keep confidential all STERLINGPRO security related information such as passwords, Access Codes and Personal Identification Numbers (PIN). You understand that STERLING BANK, banks, their affiliates and service providers will never request you to divulge any of these information by phone, mail or any other means. You are obliged to report any representation to the contrary to STERLING BANK promptly.

3.6.3 Payment instructions made to your OTHER banks by cheques, or any channel other than STERLINGPRO, will continue to be subjected to all your current mandate instructions and confirmation rules.

3.6.4 When you make a payment through STERLINGPRO, you are requesting an electronic transfer from your account. Upon such request, STERLINGPRO will transmit your instructions to transfer from your account the amount you specify. You agree that such requests constitute your authorization for such transfers.

3.6.5 Except when caused by STERLING BANK' or the banks' misconduct or negligence, you will protect STERLING BANK, the banks, their affiliates and service providers from any/all claims, liability (including all professional fees, charges and costs of law suits), damages, expenses and costs caused by or arising from your use of the service.

4.0 Support Services

STERLING BANK has a dedicated support unit manned by highly experienced and professional personnel. Customer support issues are managed through a Customer Relationship Management (CRM) system by our Contact Centre. Customer complaints made through our dedicated email and telephone lines are logged and monitored until a resolution is achieved. Our support team is always available to receive enquiries on weekdays, weekends and public holidays. All support related enquiries should be routed via the email transactionbankingclientsupport@sterling.ng or telephone number (+234) 700STERLING. Contact details are also displayed on the 'Contact' section of our website at www.sterlingbankng.com, which may be updated from time to time.

4.1 Standard Support Services

Standard Support Services provided by us are as listed below and are covered by your transaction fees and do not attract any further charges.

4.1.1 Processing of your application to use the system including the creation of your login details and activation of your STERLINGPRO profile.

4.1.2 Initial Setup of your profile on the system.

4.1.3 Required support to ensure successful execution of your payment instructions.

4.1.4 Deployment of application updates and patches.

4.1.5 Telephone and e-mail support services in response to your queries.

4.2 Extended Support Services for Corporate Users

Upon your request, we are also able to provide additional services for urgent resolution and on-site assistance. Our extended support services include:

- 4.2.1** Services requiring our physical presence in your office or any designated location indicated by you. Please note that, we are able to provide consulting services to you under the following terms and conditions.
 - Your nominated representative shall be available for the assignment 100% of the time, give highest priority to tasks, activities and issues relating to the assignment and adhere to schedules and provisions of this Agreement.
 - You will accomplish all data entry tasks, either by being directly involved in entering data required or by mobilizing necessary clerical support.
 - You shall provide reasonable and appropriate office space for our consultants, with internet access and assure their access to a meeting room, before the assignment will commence and throughout the engagement.
- 4.2.2** Bespoke Development and Interfaces as may be requested by you. We shall work with you to determine the level of work required, agree on the scope, work plan and applicable duration for the assignment.
- 4.2.3** Training Services on STERLINGPRO will be based on the following conditions which shall govern your request for training before, during and/or after your commencement of the use of STERLINGPRO:
 - You shall inform us of your training request at least two (2) weeks prior to enable us register your nominees
 - You shall notify us about cancellations of nominations at least five (5) days prior to course start dates.
 - Your nominees shall be available for scheduled training courses between our official training hours of 9:00 am and 4:00 pm.
 - You shall be responsible for the absence, withdrawal, or non-active participation of your nominees at our training courses.

- You shall, through your nominees, ensure that our copyright in our training materials is protected.

5.0 Fees

The processing fees payable for our services are as displayed on your STERLINGPRO profile screen during transaction processing or as stated below. The fees are computed per record and charged alongside each batch of transactions that you process.

The fees payable for our services are:

- Collections: 1.50% of transaction value subject to a maximum of ₦2,000 per transaction. Fees for payment of educational institutions varies.
- Payroll Setup: ₦500 per employee (payable only at the first time of enrolling an employee)
- Payroll Processing (Employee or Pensioner): ₦250 per transaction.
- Payment of Salaries and Pensions: ₦52.50 per transaction.
- Payment to Vendors and other 3rd parties: ₦52.50 per transaction.
- Direct Debit/ Standing Order: ₦100 per transaction.
- Schedule Delivery: ₦52.50 per transaction.

The above fees are computed and charged alongside each batch of transactions that you process. Any disparity between the fees stated herein and the fees stated on your STERLINGPRO Profile Screen will be resolved in favour of the fees stated on your STERLINGPRO Profile Screen during transaction processing.

5.1 Fees Exclusive of Taxes

All fees and charges quoted in this Agreement exclude any applicable taxes, which will be chargeable at the prevailing rate. You will be responsible for the payment of any taxes imposed by any governmental taxing authority on the amounts you are liable to pay to us under this Agreement, including, but not limited to, withholding taxes of whatever nature. If any deductions or withholdings are required by law to be made from the fees payable to us, you agree to promptly pay such Withholding Taxes and obtain and deliver to us proof of payment of such Withholding Taxes together with official evidence thereof issued by the governmental authority concerned, sufficient to enable us support a claim for a tax credit in respect of any sum so withheld. If we are unable to obtain such tax credit due to your failure to comply with the above provision, then you agree to pay to us a sum equal to the amount of the tax credit we are not able to claim as a result of your failure.

5.2 Change of Fees

STERLING BANK reserves the right to change the processing fees as well as the fees for extended support services. Notices of such changes shall be communicated in line with the provisions of Clause 12.1 of this Agreement.

6.0 Use Policy

6.1 Acceptable Use Policy

The following activities constitute a violation of the Acceptable use of STERLINGPRO

6.1.1 Using the STERLINGPRO service to make or receive payments for any illegal, fraudulent, immoral or otherwise socially reprehensible purposes.

6.1.2 Using the STERLINGPRO service to make or receive payments for any narcotics, other controlled substances, steroids or illicit drugs.

6.2 Restricted Activities

You agree that your information and your activities (including your payments and receipt of payments) through our Service shall not:

- Be false, inaccurate or misleading;
- Be fraudulent or involve the sale of counterfeit or stolen items;
- Be related in any way to terrorism and/or criminal activities, including but not limited to payment or the acceptance of payments for unauthorised firearms or weapons;
- Infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
- Violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Be defamatory, libellous, unlawfully threatening or unlawfully harassing;
- Be obscene or contain child pornography;
- Contain any viruses, Trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; or
- Create liability for us or cause us to lose (in whole or in part) the services of our ISP's or other suppliers. If you use, or attempt to use the Service for purposes other than sending and receiving payments, managing your account and the services listed in clause 1.0 above, including but not limited to tampering with, hacking, modifying or otherwise corrupting the security or functionality of the Service, your account will be terminated and you will be subject to claims for damages and other lawful penalties, including criminal prosecution where applicable.

6.3 Access and Interference

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior express written permission. You agree that you will not use any device, software or routine to attempt to interfere with the proper working of the STERLINGPRO site or any activities conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Most of the information on our site is proprietary or is licensed to us. You agree that you will not copy, reproduce, alter, modify, create derivative works, publicly display or frame any content from our website without our prior express written permission.

6.4 Our Remedies and Right to terminate or restrict your activities.

Without limiting other remedies available to us, we may verify inaccurate or incorrect information you provide to us, contact you by means other than by electronic means, immediately warn our community of your actions, limit access to an account and any or all of the account's functions (including but not limited to the ability to send money or make payments), limit activities, indefinitely suspend or close your account, terminate this Agreement and refuse to provide our Services to you if:

- You breach this Agreement or the documents it incorporates by reference;
- We are unable to verify or authenticate any information you provide to us;
- We believe that your account or activities pose a significant fraud risk to us;
- We believe that your actions may cause financial loss or legal liability for you, our users or us; or
- Your use of STERLINGPRO is deemed by us to constitute abuse of the electronic payment system or electronic payment rules, including (without limitation), using the STERLINGPRO system to test electronic transaction behaviours.

6.5 Privacy and Security

We view the protection of users' privacy as a very important principle. We understand clearly that you and your information are one of our most important assets. We store and process your information on computers that are protected by physical as well as technological security devices. We do not give your personal information to third parties for marketing purposes without your consent. You may object to your information being used in this way and thereby opt out from using our Services. Please ensure that you read our privacy policy available on www.STERLINGPRO.net

By consenting to this Agreement, you also consent to our privacy policy.

7.0 Warranty and Service Disruption

We warrant that the service will in all material respects, deliver on the agreed terms herein. Should the service be disrupted to such an extent that there is likely to be an adverse effect to the service provided, we will endeavor to notify you of such within a reasonable time.

In the event of any service delay or failure, we shall take necessary steps to ensure speedy service restoration and reduce to the barest minimum the extent of such service failures. However, we shall not be liable to you for any loss or damage.

8.0 Confidentiality

By the nature of this Agreement, the parties may have access to information that is confidential to one another, such confidential information shall include the parties' business methods, salary structure, marketing strategies, pricing, competitor information, and all other information designated as confidential by either party. Each party agrees to maintain the confidentiality of such information and to protect the other party's confidential information by using all reasonable efforts to prevent any unauthorized copying, use, distribution, installation or transfer of possession of such information.

9.0 Trademarks and other Intellectual Proprietary rights

STERLINGPRO, STERLINGBANKNG.COM and all logos, products, services or other content on www.STERLINGPRO.com or other mobile download platforms are the intellectual property of STERLING BANK Limited, or its licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of STERLING BANK. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of STERLINGPRO and may not be copied, imitated, or used, in whole or in part, without the prior written permission of STERLING BANK.

Neither this Agreement, nor your use of STERLINGPRO will convey title or any interest or rights in STERLING BANK' intellectual property rights.

10.0 Assignability

You may not transfer any rights or obligations you may have under this Agreement without our prior written consent. We reserve the right to transfer this Agreement or any right or obligation under this Agreement without your consent, and we will notify you via our websites, social media and other media.

11.0 Legal Compliance

You shall comply with all applicable Nigerian laws, and regulations, regarding your use of our Services.

If any specific term or condition violates the law, that term alone shall stand severed or amended as far as is necessary to comply with the law.

12.0 Notices and Amendment

12.1 Notices

You agree that these Terms and Conditions constitute "an Agreement duly signed or executed by "you" under any applicable law or regulation. To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other documents regarding your account and/or your use of the Service, may be provided to you electronically and you agree to receive all Notices from STERLING BANK in electronic form.

You may print a copy of any Notice and retain it for your records. All Notices in either electronic or paper format will be considered to be in "writing and to have been received and shall become effective thirty (30) days after being posted or placed on our website.

12.2 Notice Procedure

- Notices from you to STERLING BANK shall be by email from you to transactionbankingclientsupport@sterling.ng
- Notices by us to you may be placed on our website, STERLINGPRO.com and TSERLINGBANKNG.COM or sent to your email address registered with us.
- A notice by email shall be deemed received by the other party, once the email is sent, unless the sending party is aware that the email was not received.
- Notice posted to our website shall be deemed received upon your visit to our site or your first log-in subsequent to the posting.

12.3 Amendment

We may amend this Agreement at any time by notice to you or posting the amended terms on www.sterling.ng and Sterlingpro platform. All amended terms shall be effective ten(10) days after notice or posting on the website.

13.0 Dispute Resolution

13.1 Negotiated Settlement or Mediation

In the event of a dispute arising between you and STERLING BANK, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. In the event of any dispute, the Parties shall seek to resolve any such dispute amicably between themselves or through a negotiated settlement and in the event of their inability to resolve the dispute as aforesaid, the parties shall explore a mediated settlement with both Parties appointing one(1) Mediator who shall act as a catalyst for resolution, in accordance with the applicable rules of Lagos State Multi-Door Court House.

13.2 Arbitration

If at any time the Parties are unable to amicably resolve any dispute(s) through negotiated settlement or mediation, either party shall refer the matter to be finally settled by arbitration in accordance with the Arbitration & Conciliation Act, Cap A18, Laws of the Federation of Nigeria (LFN) 2004. The arbitration shall take place in Lagos, Nigeria and be conducted in English Language If the parties fail to agree on the Arbitrator, the Arbitrator shall be appointed by the President of the Chartered Institute of Arbitrators UK (Nigeria Branch). Each Party will bear its costs save for joint costs which will be borne jointly.

14.0 Extended Non-use

Your non-use of our platform for an extended period does not terminate this contract. Any monies due and payable by you to us before, during or after the period of your passivity shall remain payable and become due immediately upon your reactivation. Termination or non-use shall not relieve the continuing obligations under this Agreement, including but not limited to the requirements in Clauses (3.5) Indemnification, (6.3) Access and Interference, and (9) Trademarks and other intellectual Proprietary Rights of this Agreement.

15.0 General

- You represent that you have the capacity to enter into this Agreement.
- That you are an adult, eligible to operate banking services and that you are not under any contractual inhibition known to your national or international law.
- If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforceable.
- You agree that this Agreement and all incorporated agreements may be automatically assigned by STERLING BANK to a third party in the event of a merger or acquisition.
- Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section(s).
- Our failure to act with respect to a breach by you or others does not amount to a waiver of our right to act with respect to subsequent or similar breaches.
- The non-specification of a particular legal or equitable remedy shall not be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach of any of the clauses.
- Each of the Parties acknowledge that it is acting as an independent contractor, and each Party has the sole right and obligation to supervise, manage, direct, procure, perform, or cause to be performed, all work or other obligations to be performed by such Party under this agreement.

16.0 Entire Agreement

This agreement and any documents referred to herein constitute the entire agreement between the parties and supersede any and all prior agreements between the parties, whether oral or written, with respect to the subject matter thereof.

17.0 Applicable Law

This Agreement shall be governed by and interpreted according to the laws of the Federal Republic of Nigeria and shall be subject to the exclusive jurisdiction of Nigerian courts.

18.0 Improvement and Changes

These STERLINGPRO functions are subject to continuous technological improvement and consequently may change. All changes to STERLINGPRO functions and services shall be published by STERLING BANK from time to time on the website www.sterling.ng and on the STERLINGPRO platform. All such published changes shall form part of this Agreement.

19.0 Force Majeure

STERLING BANK shall not be in breach of its obligations under this Agreement or be responsible for any delay in carrying out its obligations if performance is prevented or delayed wholly or in part as a consequence of force majeure. Force majeure means any circumstance beyond the reasonable control of STERLING BANK including but not limited to acts of war, state or national emergency, strike, rebellion, insurrection, government sanctions, actions of regulatory or supervisory authorities, accident, power failure, internet and communication link failure, fire, earthquake, flood, storm, tornadoes, hurricane, or any other act of God or any technical failure caused by devices, matters or materials.

20.0 Privacy Policy

We, STERLING BANK Group ("STERLING BANK"), want you to be familiar with how we collect, use, and disclose personal data (information that identifies you as an individual). STERLING BANK is committed to protecting the privacy of personal data it collects and processes. STERLING BANK will act in compliance with applicable data protection legislation.

Who is collecting and processing the personal data?

This STERLING BANK.com Privacy Notice ("Privacy Notice") applies to personal data that STERLING BANK may collect through this website ("Site"). This Privacy Notice does not address the collection, use, or disclosure of information through any other means other than the Site.

What is the legal basis for the processing of the personal data?

The legal basis for processing your personal data is that the processing is necessary for the performance of the relationship with you, which is regulated by the Terms and Conditions, and also by the specific forms used when collecting your data.

The legal bases for processing the personal data for research, analytical, statistical purposes, and to identify products and services that may be of interest to individuals, is on the bases of the legitimate interest of STERLING BANK. Where personal data is processed for these purposes, the privacy impact on the individuals whose data is being processed will be considered.

What types of information do we collect?

STERLING BANK collects and processes information from you at various stages during your time using the Site.

The types of personal data that we collect and process includes:

- a. **Personal data:**
 - a. Salutation, name, last name, address, company name, job title, mobile phone, and email address; and
 - b. Any other information you provide to us in contact forms (you will see exactly what information we collect from you by filling in the fields in the form).
- b. IP details and location data
- c. Cookies in accordance with this Privacy Notice and the [Cookie Notice](#).

For what purpose is your personal data used?

We use the personal data collected from you:

- To fulfill your requests according to the forms you may fill.
- To obtain your feedback (e.g. through a survey), in case you want to provide us with it.
- To inform you by e-mail of our products and services, special offers and promotions, and any other marketing materials which we think may interest you.
- To send you information regarding the Site such as changes to our terms, conditions, policies, and/or other administrative information.
- For our internal business purposes, such as data analysis, audits, developing new products, enhancing our website, improving our services, and identifying usage trends. This information used may be personal data and non-personal data.
- To detect, prevent, or otherwise address security or technical issues in connection with services provided through this Site.

We may combine personal data collected from your navigation with the information provided by you through different channels (e.g. newsletters, specific campaigns, contests, etc.) obtaining a set of all your data provided to STERLING BANK. We will use this combined information to understand your preferences regarding the STERLING PRO services and products, and to be able to provide you with a targeted experience. By having that knowledge, we are able to understand you and your needs, and can offer you the experience you expect from us.

Unsubscribe

If you change your mind, and no longer wish to receive marketing-related e-mails from us on a going-forward basis, you may unsubscribe from receiving such marketing-related e-mails or from such sharing at any time by using the tool provided to you.

Who is the personal data shared with?

We may share personal data with STERLING BANK affiliates, technology supplier, may be located in any location around the world and regulatory bodies. These STERLING BANK affiliates may process personal data for the purposes described in this Privacy Notice.

In addition, we may also disclose your information to:

- Third parties, business partners, suppliers, subcontractors, and service providers for the performance of any contract we enter into with them;
- Analytics and search engine providers that assist us in the improvement and optimization of our Site;
- Affiliates or other third parties in the event of a reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our business, assets or stock (including without limitation in connection with any bankruptcy or similar proceedings); and
- If necessary: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal processes; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety, property, and/or that of our affiliates, you, or others; and (g) to permit us to pursue available remedies or limit the damages that we may sustain.

Where such disclosures take place STERLING BANK requires the appropriate technical and organizational security measures to be in place to protect personal data, and for personal data to be processed lawfully.

STERLING BANK only allows affiliates and third party service providers to use personal data for specified purposes and in accordance with STERLING BANK' instructions. Any sharing of personal data using third party platforms would be governed by the terms of the third party platform used.

International transfers of personal data

When personal data is transferred to another country it will continue to receive adequate protection through contractual or other arrangements put in place with affiliates and third party service providers. For these transfers at least one of the following appropriate safeguards will be implemented:

- Personal data will be transferred to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission;
- Standard data protection clauses approved by the European Commission which give personal data transferred the same protection it has in EEA; or
- With affiliates and third party service providers based in the US, Privacy Shield which gives personal data similar protection it has in EEA.

Third party sites and sending messages through the Site

This Privacy Notice does not address, and we are not responsible for, the privacy, information, or other practices of any third parties, including without limitation any third party operating any site to which this Site contains a link; or any third party platform such as social media platforms where STERLING BANK shares personal data at your request. Where personal data is shared in this way the use of the personal data will be governed by the terms of the third party platform which you have requested personal data be shared with. The inclusion of a link on the Site does not imply endorsement of the linked site by STERLING BANK.

This Site may permit you to send messages regarding Site-related content to another individual through the Site. If you wish to use this feature, you may be required to provide us with the individual's email address. By using this functionality, you affirm that you are entitled to use and provide us with the recipient's name and email address for this purpose. STERLING BANK shall not assume any liability that may arise from sending this kind of messages to the recipient(s) as we are doing this at your request.

Information that you share

Some services may allow you to share information with others. As a recommendation, we urge you to exercise discretion and caution when deciding to disclose your personal data, or any other information on the Site.

Data security and integrity

We use reasonable organizational, technical, and administrative measures to protect personal data under our control. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. Please do not send us sensitive information through e-mail. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any account you might have with us has been compromised), you must immediately notify us of the problem by contacting us in accordance with the 'Contact Us' section of this Site directly. Please note that e-mail communications will not necessarily be secure and so you should not include credit card information in your e-mail correspondence with us.

When personal data is processed on behalf of STERLING BANK, access is limited to those who require access on a business need-to-know basis, personal data will be processed in accordance with the instructions of STERLING BANK, and those who have access are subject to a duty of confidentiality.

STERLING BANK has in place procedures to deal with any suspected personal data breach, and will notify individuals and any applicable regulator of a breach where they are legally required to do so.

Retention of personal data

STERLING BANK retains personal data for as long as necessary to fulfill the purposes for which it was collected, including for the purpose of satisfying any legal, accounting, or reporting requirements. Please note that on any forms where you provide us with your details, we may specify the period of time that we intend keep the data according to the specific proposes defined in the form.

Use of the site by children

The Site is not directed to children, and we request such individuals to not provide personal data through the Site.

Legal rights

Under certain circumstances individuals can exercise rights under data protection laws. STERLING BANK will require authentication of the identity of the individual wishing to exercise their rights under data protection laws, and may require additional information to assist in responding to requests

For the following rights please make a reference to the following in the request:

- Right to access: 'Request for access to personal data'
- Right to object: 'Object to processing of personal data for the purpose of analytics'
- Right to information about:
 - 'STERLING BANK affiliates and third party service providers who process personal data on behalf of STERLING BANK'
 - 'Transfers to third countries – information about data transfers outside EEA'

Your rights

STERLING BANK intends to carefully address any request and/or claim from you, as well as carefully process personal data. You are entitled to file any claim or complaint before the relevant data protection authorities if the answer provided by STERLING BANK does not meet your expectations.

Updates

This Privacy Notice is published by STERLING BANK TRANSACTION BANKING AND CORPORATE SOLUTIONS Group and may be changed at any time. The date it was updated is shown here: **4 March, 2019.**

I/We hereby confirm that I/We agree with terms and conditions

Authorized Signatory
Authorized Signatory
Authorized Signatory
Authorized Signatory

Date	D	D	M	M	Y	Y	Y	Y
Date	D	D	M	M	Y	Y	Y	Y
Date	D	D	M	M	Y	Y	Y	Y
Date	D	D	M	M	Y	Y	Y	Y