

## Online Banking - Terms and Conditions

The following terms and conditions shall govern the FirstTier Bank, **Internet Banking Service**.

### **1. Definitions**

- **"Customers"** means a customer of FirstTier Bank who has or operates an account with the bank and is named in the application form but where two individuals are named, either or both of them are customers.
- **"The Bank"** means FirstTier Bank
- **"Service"** means the FirstTier Bank. internet banking services
- **"Customer Access Number"** means the code with which you access the system and which is known to you only.
- **"Mailing Address"** means the customer's mailing address in the bank's records.

### **2. The service allows the customers to:**

- (i) obtain information regarding customer's balances as at the date of business with the bank.
- (ii) obtain information with regards to any instrument in clearing or any credit standing in the customer's account as at the last date of transaction on the customer's account.

### **3. Customer's responsibility:**

- (i) the customer undertakes to be absolutely responsible for safeguarding his customer access number, and under no circumstance shall the customer disclose his access code to any person.
- (ii) the customer undertakes to ensure the secrecy of his access code by not reproducing same in any manner whatsoever either in writing or otherwise capable of making it known to persons other than the customer.
- (iii) the bank is expressly exempted from any liability arising from unauthorized access to the customer's account and/or data as contained in the bank's records via the internet, which arises as a result of inability and/or otherwise of the customer to safeguard his or access code and/or failure to log out of the system completely by allowing on screen display of his account information.
- (iv) the bank is further relieved of any liability as regards breach of duty of secrecy arising of customer's inability to scrupulously observe and implement the provisions of clauses 3(i) – (iii) above, and or instances of breach of such duty by hackers and other unauthorized access to the customer's account via the internet.
- (v) the customer's access code must be changed immediately it becomes known to anyone else and therefore the customer is under a duty to notify the bank whenever his/her access code has become known to another person.
- (vi) where a customer notifies the bank of his intention to change his access code arising from either his loss of memory of same or that it has come to notice of a third party, the bank shall with the consent of the customer, delete same and thereafter allow the customer to enter a new access code. Provided that the bank shall not be responsible for any loss(es) that occurs between the period of such memory of the access code or knowledge of a third party and the time the report is lodged with the bank.
- (vii) the customer shall be responsible for any fraud, loss and/or liability arising from usage of the customer's access code being used by a third party and other unauthorized access. Accordingly the bank shall not be responsible for any fraud that arises from usage of the customer's access code and password.

**4.** Upon enrolling of a customer for the service the customer may be charged the applicable monthly fee and/or usage fee whether or not the customer makes use of the service during the period in question.

**5.** Under no circumstances will the bank be liable for any damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with this service or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation, transmission, computer virus or line or system failure, even if the banks or its representatives thereof are advised of the possibility of such damages, losses or hyperlink to other internet resources are at the customer's risk.

**6.** Copyright in the pages and in the screens displaying the pages, and in the information and material therein and arrangement is owned by the bank.

**7.** The bank shall not be responsible for any electronic virus or viruses that the customer may encounter in course of making use of this service.

### **Rules of the road:**

**8.** For the benefit and security of our customers and to comply with applicable laws, we have a few mandatory guidelines that we call "rules of the road". And conduct that violates the rules of the road is grounds for termination of this services and the bank may for whatsoever reason vary these terms and conditions. For this reason, the customer undertakes to:

(i) **provide accurate information.** Agree to provide true, accurate, current and complete information about yourself as requested in our registration form and account opening forms and the customer agree to not misrepresent his/her identity or information, which may include account name or other access devices for such accounts.

(ii) **obey the law.** Customer agrees not to use the service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringe the right of others.

(iii) **restrictions on commercial use or resale.** Customer's right to use the service is personal therefore customer agrees not to assign or make any commercial use of the service.

(iv) **proprietary rights.** The customer acknowledges and agrees that the bank own all rights to this web site and the content displayed on the site. The customer is only permitted to use this content as expressly authorized by the service. Customer may not copy, reproduce, distribute, or create derivative work from this content. A violation of any of the rules (i-iv) is a ground for discontinuation of the service by the bank.

### **Disclaimer of warranties**

**9.** The customer expressly understands and agrees that use of the service is at his sole risk. The service is provided on an "as is" and "as available" basis. The bank expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

### **10. The bank makes no warranty that**

(i) the service will meet customers requirements

(ii) the service will be uninterrupted, timely, secure, or error-free

(iii) the results that may be obtained from the use of the service will be accurate or reliable

(iv) the quality of any products, services, information or other material purchased or obtained by the customer through the service will meet your expectations, and

(v) any errors in the technology will be corrected.

**11.** Any material downloaded or otherwise obtained through the use of the service is done at customer' own discretion and risk and the bank is not responsible for any damage to customer's computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by customer from us or through or from the service will create any warranty not expressly stated in these terms.

### **Limitations of liability**

**12.** Customer agree that the bank will not be liable for any liability, whether direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use or other intangible losses, even if we have been advised of the possibility of such damages, resulting from:

(i) the use or the inability to use the service

(ii) the cost of getting substitute goods and service resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;

(iii) unauthorized access to or alteration or your transmission or data;

(iv) Statements or conduct of anyone on the service; or

(v) any other matter relating to the service.

**13. Indemnification.** Except when caused by the bank's intentional misconduct or gross negligence, customer agree to protect and fully compensate the bank and its affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, legal fees) caused by or arising from customer's use of the service, violation of the terms or infringement, or infringement by any other user of customer's account, of any intellectual property or other right of anyone.

**14. Service changes and discontinuation.** The bank reserves the right to change or discontinue, temporarily or permanently, the service at any time without notice. In order to maintain the security and integrity of the service the bank may also suspend customer's access to the service at any time without notice. Customer agrees that the bank will not be liable to the customer or any third party for any modification or discontinuation of the service.

**15. Others.**

- The bank shall not be considered an agent or other legal representative of the customer for any purpose by reason of this agreement.
- This agreement cannot be changed by the customer nor any of the banks ring waived unless the bank agree in writing or customer continue using the service following receipt of notice of any changes proposed by the bank.
- This agreement is personal to the customer and the customer and the customer may not assign it to anyone.
- All notice to the customer shall be in writing via the address the customer has provided to the bank., all notices to the bank must be made in writing sent to the bank.
- The bank and the customer shall be an independent contractor, and nothing contained in this agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal, agent or master and servant, employer or employee between parties.
- If any of these terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with other provision remaining in full force and effect.

I \_\_\_\_\_ do hereby agree to the terms and conditions stated above and that all circumstances surrounding each of the paragraphs above is binding and acknowledged by me.

\_\_\_\_\_   
 Customer Name

\_\_\_\_\_   
 Customer Signature

\_\_\_\_\_   
 Date

**Internal Use Only**

*Created By:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Verified By:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_