

# Remote Banking Terms and Conditions

This agreement applies to an account holder who uses any of our self-service banking channels. In this agreement we call the self-service banking channels “the service channels”. This agreement also applies to any person(s) the account holder appoints to use the service channels on their behalf (e.g. to do transactions on their accounts). In this agreement these persons are called authorised users.

## **In this agreement, the following words will have the following meanings:**

The words, “you” or “your” means the account holder and their authorised user/s. The words “us,” “we” or “our” only means the bank.

Before you can use the service channels, you must register on the service channels. FNB Channel Islands customers, can refer to [www.fnbc.co.uk](http://www.fnbc.co.uk) (“the website”) for more information on how to register for the service channels.

If you are younger than 18, you must get your parent or legal guardian’s consent to use the service channels, unless you have been emancipated. “Emancipated” means the competent court has given you the right to act without your parent or guardian’s consent.

## **When does this agreement start?**

This agreement starts as soon as any of the following happens:

- When you register to use the service channels.
- When you get access to use or when you can use the service channels or download any software that enables you to access the service channels.
- When you actually use the service channels.

## **Other terms & conditions that also apply to you**

This agreement applies along with the other terms & conditions (“Terms”) that govern your accounts; our services to you and relationship with you.

## **You must comply with any user guidelines we publish on the service channels**

For your protection and to ensure that the service channels work correctly, you must comply with the user guidelines we display on the service channels from time to time. If there is a conflict (difference) between this agreement and the guidelines, this agreement will apply instead of the guidelines.

## **How we make terms & conditions and other information available to you**

From time to time we may include hyperlinks to terms and conditions on the service channels. Where it is not possible to use a hyperlink, we may simply refer to them. You must follow our instructions or the hyperlink and read the Terms, as they form part of the agreement between you and us. Due to space constraints we sometimes only refer to terms and conditions as “Ts&Cs”.

## **You as a consumer have certain rights under telecoms and privacy legislation such as Electronic Transactions (Guernsey) Law.**

## **Fees you must pay to use the service channels**

The fees you will pay include transactional fees for the transactions you perform on the service channels. For more information on our pricing, please go to our pricing guide. A copy can be obtained from the website. The fees will be collected (debited) from your main bank account. There may be costs associated with the software, equipment and infrastructure required to access the service channels, these costs will be carried by you in your personal capacity as a user of these service channels.

**You will be responsible for paying the cost of this and the cost of any upgrades that you require**

You are responsible for making sure you have the necessary equipment and software to use the service channels.

To access our banking service channels, you need to have access to relevant and compatible devices and technology infrastructure. In the case of online banking this will include computer that has an active account with an Internet Service Provider (ISP) and an Internet browser software program. In the case of mobile digital service channels this will include a compatible mobile phone a positive data or airtime balance access to WIFI etc. You will be responsible for paying the relevant network or wireless and data service charges that you incur when using the service channel via your chosen communication device.

You are responsible for the equipment you use to access the service channels. We have no control over the equipment, software or service providers. We are not responsible for any error or delay that may arise as a result and are also not responsible if you are unable to access the service channels because of your equipment, software or services provided to you by third parties.

**For your protection and security, you must enter the correct access credentials to identify yourself whenever you use or log on to the service channels**

Since we deal with each other in a non-face to face environment, for your security you will need to enter the correct access information or take any other steps required by us for us to verify your identity and the electronic communications you send us using the service channels each time you log on to the service channels. This is known as “verification”. All electronic communications that are sent to us after you have met our verification requirements will be treated as valid and authentic. This means that these electronic communications will have the same legal effect as written and signed paper communications from you. To protect you, we can refuse to act on any instructions you send us or can cancel your access (temporarily or permanently) if you don’t meet the verification requirements. This includes where you enter the wrong access credentials.

**We are entitled to act on and accept all transactions done after your access credentials have been entered or applied**

**Authorised Users act on your behalf as your agent**

By allowing an authorised user to access your account using the service channel, you give that person the authority to act as your agent. This means that anything the authorised user does or doesn’t do will be attributed to you. In other words, their actions or failure to act (omission) will be considered by us as your actions or failure to act (omission).

**You must always protect your access credentials and equipment**

Your access credentials are the only way we can know that you are who you say you are when you transact.

You must keep your access credentials confidentially and securely and never share it with anyone. We will never ask you to share that information with an employee or other representative. Fraudsters often pretend to be from the Bank and either ask you to provide them with your access information or ask you to complete transactions whilst you are on the line with them. Be both cautious and vigilant to avoid financial harm.

You must never respond to requests to enter or “confirm” your access credentials, sent to you via an email, SMS or instant message. This is known as “phishing” where the sender tries to trick you into giving them your confidential information by pretending a communication was sent from us. If you

respond to these “phishing” messages and lose money or suffer any other damages as a result of doing so, the bank will not refund you. If you receive suspicious communications (including emails, SMSs) call us on +27 11 369 1500 or email to [info@fnbci.co.uk](mailto:info@fnbci.co.uk). Please include your name and number in your email in case we need more information from you.

You must not keep your access credentials together with your access cards or other banking documents. Do not store your access credentials on the equipment you use to access the service channels. For example, never store your PIN with or near your mobile phone, computer, and telephone or on your smart phone. For security purposes, we recommend that you memorise your access credentials. You are not allowed to register for the services or access the service channels using someone else’s access information or personal information.

### **Steps you must take to protect yourself**

NOTE: Information that is sent over an unsecured link or communication system can be unlawfully monitored, intercepted, or accessed. You need to understand that this risk exists. You play an important role in protecting yourself against fraud.

For your safety you must follow the security tips/recommendations we give you on the service channels from time to time. You must also read the tips published on the Security Centre page on the website. You must (where applicable) log off from the service channels when you have finished transacting.

If there is a dispute about whether or when you told us to cancel your access credentials, it will be your responsibility to prove how and when you told us to cancel this. For this reason, you must keep any reference numbers we give you when you call us to cancel your access credentials. We advise you to request a reference number and store it for every call you make to us.

After we have cancelled your access credentials we will reject all transactions done from the date on which your access credentials were cancelled. You'll be required to create new access credentials. If your profile has been blocked, you will be required to complete a verification process before you create new credentials. We reserve the right to block your access to the service channels at any time to maintain or restore security, if we reasonably believe that your access credentials have been compromised.

### **What you must do if you suspect or know about fraud on your account?**

You must tell us immediately when you become aware that a suspicious transaction has or may have taken place, or if you suspect or know that your access credentials have been lost, stolen or compromised (might be used without your permission). If fraud has been committed on your account, you must immediately report this to us and also open a case at the nearest police services. You must co-operate with us and the police services in any investigation.

### **We respect your privacy. Read our privacy policy for more information**

Please read our privacy policy published on the website. Our privacy policy explains how, why and when we collect, use, share and store your personal information. Our privacy policy forms part of this agreement with you.

### **Certain information, including your account balance information, may be delayed**

Certain information, including your account balance information that is made available to you on the service channels may be delayed and may not show your recent transactions.

### **We cannot act on or process your instructions unless you have enough money in your account**

Any instructions we receive from you on the service channels, including an instruction to pay a third party or transfer money between your accounts will only be carried out if you have enough money in your account.

### **Transaction limits apply to transactions done on the service channels.**

There are different limits for your accounts and your service channels profile. Please contact the Service Suite to find out what the transactional limits are on our service channels.

### **You are responsible for giving us correct and complete information and instructions when you transact**

It is your responsibility to make sure that the information you give us is correct. We will not be responsible to the person or entity you are paying for any loss or damage they may suffer because you gave the incorrect or incomplete instructions.

### **Payments**

When making certain payments there are cut-off times by which the payment instruction is to be submitted in order for the payment to be processed on the same day. Payments to other banks may take up to 7 working days to clear. Please review the cut-off times for the type of payment you wish to make. Please refer to the FNB Channel Islands Banking Terms and Conditions on the website for details of payment types, charges, processing and cut-off times and other applicable conditions relating to payments.

The processing of a transaction on the same day does not guarantee that the payment will be received by the recipient on the same day. Payments can take up to 5 (five) days to reflect in the recipient's account. The above times are applicable to business days and are at GMT+2. Where a payment instruction is submitted on any day other than a business day or where it is submitted after these cut-off times, the transaction will only be processed on the next business day.

Should you have any queries regarding the processing of payments, please contact the Service Suite on +44 330 350 0213 (UK), 087 730 6010 (SA local), +27 11 369 1500 (SA International). We will not be held liable for any delay in processing a payment, when such delay results from circumstances beyond our control.

### **How do I know if the bank has received my instruction?**

You must not assume that we have received an instruction until we have specifically confirmed that we received that instruction, or acted on that instruction, whichever happens first. If you are not sure if a transaction has been sent or received or processed, you must contact us. You must not re-submit an instruction as this can result in the same transaction being processed again. Should this happen you will be responsible for such duplicated transactions. Messages sent by us of an "automated nature" or messages that were sent using auto response software or programs must not be regarded as a response or confirmation.

### **Nothing on the service is an offer or professional advice to you**

Advertorial Information displayed on the service channels does amount to an offer or advice. Unless we actually make an offer to you, all material on the service channels is only an invitation to do business with us.

### **Availability of the service channels**

You can access the service channels seven days a week, 24 hours a day. However, at certain times, the service channels or services on it may not be available due to routine maintenance or emergency repairs or because of circumstances outside our control, such as electricity outages/blackouts, or the unavailability of any telecommunication system or networks. In this instance you must use our other banking channels. If we need to change the scope of our services, where possible we will give you prior notice of changes or interruptions.

**IMPORTANT:** the bank's liability will be limited for loss caused by use of the service channels

The bank ensures to the best of its ability that the service channels are provided to you in a secure and reliable manner. The bank shall take reasonable care to prevent harm and loss to you. Although we take reasonable care to prevent harm or loss to you, we will not be liable for any kind of loss or damage you may suffer, including direct, indirect, special, incidental or consequential damages, because of your use of or negligence, or inability to use, the services.

Specific instances where the Bank will not be liable includes but not limited to:

- Any loss or damage, which you or any other party may suffer due to unauthorised interception and/or monitoring;
- Any loss or damage if you didn't take reasonable steps to safeguard the account, the access credentials and/or follow the steps recommended by the bank from time to time
- Late or delayed transactions;
- Loss or damage arising from the unauthorised use of the service channels
- Loss or damage where a user exceeds their authority.
- Any errors or delays in communication systems outside of its control.

### **We own the intellectual property rights in the service channels and its content**

The contents of the service channels, including all registered and unregistered trademarks, copyright and patents are owned by us and are our intellectual property rights. You may not copy, reproduce, display, reverse engineer or use any intellectual property in any manner whatsoever without our prior written consent. Nothing on the service channels must be seen as granting any licence or right of use of any intellectual property. You may not establish any connection, including via a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise to any part of the service channels or the bank's website without our prior written consent.

### **How we will communicate with you**

You agree that we can send you information about the service channels or this agreement by any means, including but not limited to publishing a notice on the service channels directly or using electronic means of communication, including SMS or email.

### **We can change this agreement at any time**

Changes can be made to this agreement and other terms and conditions for the use of the service channels from time to time. We will notify you of these changes. The use of the service channels will be taken as an acceptance of the agreement

### **Ending this agreement**

We can end this agreement at any time or end your right to use the service channels, after giving you reasonable notice. This will not affect instructions given to us using the service channels before the agreement ended. We can also end this agreement and your right to use the service channels immediately in any one or more of the following instances:

- If you commit fraud or we suspect you have done so.
- If we believe that your behaviour was inappropriate or constitutes misconduct.
- If you breach this agreement.
- If your relationship with us is terminated.
- If the service channels are no longer in place.

- If the law requires us to do so.

You may end this agreement by notifying us in writing or by phoning the Service Suite. If you or we end this agreement you will still be responsible to us for all transactions, instructions and fees.

NOTE: It is your responsibility to cancel any recurring services or payments you set up on the service channels. The service channels are only a means of setting up recurring services or payments, ending the agreement does not mean these recurring services or payments will also be cancelled.

### **General**

Any communication from us to you will be regarded as having been sent at the time shown on the communication or on our transmission logs. In any proceedings or dispute, our records certified as correct by the bank's employee in charge of the service channels, will be sufficient proof of any instructions you have provided or transaction you have performed on the service channels, the content or services on any service channels or value added service, unless you can prove otherwise.

While we may give you extra time to comply with your obligations or decide not to exercise some of our rights, this means that our agreement with you has not been changed or that it no longer applies to you. We can still insist on the strict application of any or all our rights at a later stage. If one or more of the clauses is invalid it will not mean the rest of the agreement or rules are invalid. The rest of the agreement and rules will still apply. This agreement will be governed by the laws of the Bailiwick of Guernsey.