

Remote Banking Terms and Conditions

This agreement applies to an account holder who uses Online Banking. In this agreement we call this self service banking channel “the service channel”.

This agreement also applies to any person(s) the account holder appoints to use the service channel 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 channel, you must register on the service channel. FNB Channel Islands customers, refer to www.fnbc.co.uk (“the website”) for more information on how to register for the service channel.

If you are younger than 18, you must get your parent or legal guardian’s consent to use the service channel, unless you have been emancipated. “Emancipated” means the 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 channel.
- When you get access to be able to use the service channel or download any software that enables you to access the channel.
- When you actually use the service channel.

Other terms & conditions that also apply to you

This agreement applies along with the other terms & conditions of the bank that govern your accounts, our services and our 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 channel works correctly, you must comply with the user guidelines we put on the service channel 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 (“Terms”) on the service channel. Where it is not possible to use a hyperlink, we may refer to the Terms on the service channels. You must follow our instructions or the hyperlink and read the Terms, as they form part of the agreement between you and us. If the service channel you are using does not enable you to access the Terms via a hyperlink for any reason, you must visit our website. Any terms & conditions we refer to are important. You must read them carefully because they contain important contractual information. 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 fee you must pay includes a transaction fee for the transactions you do on the service channel. For more information on our pricing, please go to our pricing guide. A copy can be obtained on the website. The fees will be collected (debited) from the bank account you choose for this. You are responsible for making sure you have the necessary equipment and software to use the service channel. To be able to access the service channels you must have the necessary hardware, software and access to third-party communication services. You will be responsible for paying the cost of this and the cost of any upgrades that you require. To access Online Banking you need to have access to a computer that has an active account with an Internet Service Provider (ISP) and an Internet browser software program. 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 channel because of your equipment, software or services provided to you by third parties.

For your protection and security you must enter the correct access information to identify yourself whenever you use or logon to the service channel

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 acceptable to us for us to verify your identity and the electronic communications you send us using the service channel each time you logon to the service channel. This is known as "verification". All electronic communications that are sent to us after you have met our verification requirements during logon 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 codes.

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

Steps you must take to protect your access information (access codes, cards and equipment)

Your access information is the only way we can know you are who you say you are when you transact, you must keep your access information secret and safe and you must not allow anybody to use your access information. You must never give or show your access information to any person, including any person who is an employee of the bank or claiming to work for or represent us in any way. You must never respond to requests to enter or "confirm" your access codes, 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. The bank will NEVER ask you to give us your sensitive secret information, including access codes by email, SMS, instant message or even over the telephone. If you respond to these "phishing" messages and lose money 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. Please include your name and number in your email in case we need more information from you. You must not keep your access codes together with your access cards or other banking documents. Do not store your access codes on the equipment you use to access the bank service channels. For example, never store your PIN with or near your cellphone, computer, and telephone or on your smart phone. For security purposes, we recommend that you memorise your access codes. You are not allowed to register for the service or access the service channel 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.

While we take all reasonable steps to prevent this from happening, 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 at the online banking communications Page. You must (where applicable) log off from the service channel when you have finished transacting. The bank recommends that you do not use public communication facilities such as internet café's, but when you do, you must take special care. You must use our recommended hardware and software. This includes security software that is recommended by us. Failure to use the recommended hardware and software may result in the service channel not being available or not operating properly or may also expose you to a greater security risk.

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

After we have cancelled your access code(s) we will reject all transactions done from the date on which your access code(s) were cancelled. If possible, we will also temporarily stop or reverse instructions that we received but which we have not yet processed before your access code(s) were cancelled, however we cannot guarantee that this will be done. We reserve the right to block your access to the service channel at any time to maintain or restore security, if we reasonably believe that your access code(s) have been or may be obtained or are being used or may be used by an unauthorised person(s).

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 taken place and you must open a case at the nearest Police Services office. We will investigate any loss that you suffered because of the alleged fraud. You must co-operate with us and the police services in any investigation. We will pay you back once it has been established that you suffered financial loss as a direct result of the fraud if the following conditions are met:

- You have followed the safety tips we recommended and have complied with your duties under this agreement, in particular, those mentioned to you above as 'Steps you must take to protect your access information (access code(s), cards and equipment)' and 'steps you must take to protect yourself'

Your account was registered for the InContact/InContact-Pro notification service and you were actively using the service when the fraud occurred.

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.

We may monitor your use of the service channel and record our conversations with you

For security purposes, to maintain the proper functioning and safety of our systems and the service channels, or to investigate or detect any unauthorised use of the service channel or our systems, or when the law requires us to do so, we may monitor and record communications or traffic on the service channel.

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 channel may be delayed and may not show your recent transactions. You can confirm your account balance information by contacting us. 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 channel.

These limits apply whether these were set for your account, or for the service channel itself. Transaction limits are there for your protection. Because of this we will not be able to carry out any instruction from you if you have exceeded your transaction limit or if a transaction will result in you exceeding your transaction limits. Please contact the Service Suite to find out what the transactional limits are on our service channels. Each service channel has its own limits.

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

You are responsible for giving us correct and complete information and instructions when you transact. Unfortunately we are unable to and do not check or confirm any information. We do not verify the identity or bank account details of the person / entity you are paying and do not compare the account number against the details of the person / entity you are paying, therefore 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 you suffer because you gave the incorrect or incomplete information. We are not responsible if you do not complete an instruction or if you do not follow our instructions when transacting.

Certain transactions cannot be reversed or stopped once you send them to us

PAYMENTS

When making certain payments there may be cut-off times by which the payment instruction is to be submitted in order for the payment to be processed on the same day and made available on the following day.

For payments up to GBP100,000 (one hundred thousand pounds), a payment instruction submitted on the day of making the payment will be processed on the same day. This payment may be processed by Faster Payment.

For other payments, CHAPS will be utilised in order to facilitate the making of the payment. These payments need to be submitted between 08h00 and 15h30 (Excluding South African public holidays and weekends) in order to be processed on the same day.

Faster Payment is a payment processing method whereby electronic payments can be made online or over the phone. This payment method will only be utilised where both banks make use of Faster Payment service and where the payment is under the prescribed limit. Faster Payment is available 24 hours a day, 7 days a week and the payment instruction is processed on the day received. The service is free of charge.

CHAPS is a payment processing method that provides for payments submitted before a certain time (15h30 UTC +00:00) to be processed on the same day, provided the day for submitting the payment instruction is a business day. This payment method will be used where both banks make use of CHAPS service. There is no limit to the value of the payment instruction and a fee maybe applicable for this service.

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.

It is important to note that the relevant means of making the payment (i.e. Faster Payment or CHAPS) is further limited by the financial institution receiving the payment, and will only be processed by the relevant means if the receiving bank is able to support the receipt of the payment.

You will not be able to select between utilising Faster Payments or CHAPS as this is determined systematically.

In the event that CHAPS is used to facilitate a payment, a charge may be applicable and will be deducted off your current/call account after the transaction has been processed. Applicable fees can be found in the Pricing Guide.

For payments facilitated through Faster Payments, no fee will be applicable.

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 that may be the result of incorrect/incomplete information provided to facilitate the payment, the receiving bank does not support a speedier payment solution or where system downtime occurs.

You will not be able to make payments to third parties from Fixed Deposit Accounts and 32 Day Notice Accounts. Where it is required to pay out funds to third parties from the Fixed Deposit Account (upon maturity) or the 32 Day Notice Account (after notice is given), the funds will first need to be transferred to your Current/Call Account in the same currency, following which the required payment can be made.

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 submit an instruction again 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

Unless we actually make an offer to you, all material on the service channel is only an invitation to you to do business with us. Nothing on the service channel is given as advice or an offer which is meant to get you to buy or sell anything, or enter into any investment or transaction.

Availability of the service channel

The service channel may not be available from time to time. You must use our other banking channels during this time. You can access the service channel seven days a week, 24 hours a day. However, at certain times, the service channel 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 case you must use our other available banking channels and take reasonable steps to minimise or prevent loss or risk to you. If we need to change the scope of our services, we will try to give you prior notice of such interruptions and changes, but we cannot guarantee that such notice will be given to you. We may stop providing the service channel or any services provided on the service channel at any time. We will however, notify you of this within a reasonable time of these changes being made. You agree that a notice published on the website or a notice sent to you via an email, an SMS or via post will be sufficient notice to you. You will be regarded as having accepted all transactions and changes to your account settings made via the service channel unless you notify the bank of your objection within 5 (five) hours of receiving a notification from us, by any means, including in-Contact/ In-Contact -Pro.

The bank is not responsible for third party software

From time to time we may make third party software/applications ("software") available for download via the service channel. You download and use the software at your own risk. We make no warranty about the software, whether express or implied. You will be bound to the license terms of the software licensor. You hereby indemnify us and hold us harmless if you breach the license conditions.

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

The bank undertakes to ensure 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 the bank takes reasonable care to prevent harm or loss to you, the bank 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 inability to use, the services. This will not apply where the loss/damage arose because of the bank's negligence or intent. In addition to the above the bank is not liable for the following (except where such loss or damage is caused by the bank's negligence or intent):

- 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 codes 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 channel including where a user exceeds their authority;
- The bank is not responsible for any errors or delays in communication systems outside of its control.

We own the intellectual property rights in the service channel and its content

The contents of the service channels, including all registered and unregistered trade marks, 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 channel 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 channel or this agreement by any means, including but not limited to publishing a notice on the service channel itself or using electronic means, including SMS or email.

We can change this agreement at any time

We have the right to change this agreement or add new terms and conditions for the use of the service channels or value added services at any time. Whenever we change this agreement we will electronically update this agreement. We will notify you of these changes. The use of the service channels will be taken as an acceptance of the agreement. If you do not agree to the changes, you have the right to end this agreement before the end of 7 (seven) days after the changes take effect. If you do not notify us of your intention to end the agreement within this 7 (seven) day period, we can assume that you have accepted the amended agreement or new terms and conditions. A certificate made by the relevant bank's employee, whose authority to do so doesn't need to be proven, will be the proof of the version of the agreement that applies to you.

Ending this agreement

We can end this agreement at any time or end your right to use the service channel, after giving you reasonable notice. This will not affect instructions given to us using the service channel before the agreement ended.

We can also end this agreement and your right to use the service channels immediately if any one or more of the following happens:

- 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 you no longer have access to the equipment or services necessary to use the service channels.
- If your account is closed.

- If the law requires us to do this.
- If you don't use the service channel for a period of 6 (six) months or more. If we end the agreement because of this the accountholder will have to register again.

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 channel. The service channel is just a means of setting up recurring services, ending the agreement does not mean these recurring services 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 channel, will be sufficient proof of any instructions you have provided or transaction you have performed on the service channel, the content or services on any service channel 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, you must not assume that this means that our agreement with you has been changed or that it no longer applies to you. We can still insist on the strict application of any or all of our rights at a later stage. Every clause of the agreement and rules is severable from the others. 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.