

ELECTRONIC BANKING SERVICE SUPPLEMENT

3.7

1. INTRODUCTION

These are the supplementary terms and conditions (the "Service Supplement") applicable to the relevant Electronic Banking Service, we may from time to time provide to you. The terms contained in this Service Supplement are supplementary to any term contained in the Standard Terms and the relevant Electronic Banking Service's applicable Country Supplement. This Service Supplement shall be read together with the Standard Terms and any applicable Country Supplement. Unless the context requires otherwise, all capitalised expressions used in the Standard Terms shall have the same meaning given to them in this Service Supplement.

2. **DEFINITIONS**

In this Service Supplement:

"Authorised Message" shall have the meaning set out in paragraph 3.1 (Electronic Banking);

"Computer" means any computer, system or device you use in connection with an Electronic Banking Service, excluding any Security Device or System; and

 $\mbox{"Security Alert"}$ shall have the meaning set out in paragraph 4.4 (Security Procedure).

3. ELECTRONIC BANKING

- 3.1 You authorise us to rely and act upon any Communication that we receive via any Electronic Banking Service, access to which appears to have been obtained using the appropriate Security Code(s) and Security Device(s) (an "Authorised Message"). You agree that we are under no obligation to verify the origin or identity of the sender of an Authorised Message and that if we act upon any Authorised Message, including by making a transfer or payment from an Account, or entering into a transaction on your behalf, you will be bound by it and liable to us for:

 (a) any resulting debit made to your Account; and (b) any other debt or obligation created, and/or any Loss incurred by us, in connection with us acting, or otherwise relying, upon any Authorised Message.
- 3.2 You agree that to use an Electronic Banking Service you may be required to nominate an Authorised User, who will have full access to, and control over, the Accounts covered by the Electronic Banking Service. Such Authorised User's access and control will include the right to instruct us to make payments from such Accounts via the Electronic Banking Service, and the authority to appoint additional Authorised Users in respect of the Electronic Banking Service. You are solely responsible for ensuring the propriety of the Authorised User and all other Authorised Users of the Electronic Banking Service, and monitoring their respective use of such service.
- 3.3 You are solely responsible for connecting to, and maintaining your connection with, any Electronic Banking Service at your own cost. You must ensure that each Computer you use in connection with any Electronic Banking Service meets the requirements stated in the relevant User Manual. We accept no responsibility for the performance or protection of any Computer, nor its connection to an Electronic Banking Service, even if such Computer or connection is affected by a System or Security Device.
- 3.4 You must use all Systems and Security Devices strictly in accordance with any instructions or guidelines we may provide to you from time to time, and only for the permitted purpose of accessing and/or using the Electronic Banking Service. You acknowledge that we may (for security purposes or for the purposes of complying with any applicable laws or regulations (including anti money laundering or similar laws) or for any other reason or purpose whatsoever)) deactivate any System or Security Device, and or suspend your access to and/or use of the whole or part of an Electronic Banking Service, without notice to you.

- 3.5 You must notify us as soon as you become aware of any failure, delay, malfunction or error in the sending or receiving of any Communication via an Electronic Banking Service and you agree to assist us with, or implement yourself, any remedial steps we may propose.
- 3.6 Each Electronic Banking Service, Security Device and System is provided "as is" and "as available" and without any warranty of any kind, either express or implied including but not limited to those relating to reliability, availability, uninterrupted or error free functionality or that our website or the server that makes it available are free of viruses or other harmful components.
 - You acknowledge that your access to an Electronic Banking Service may utilise open networks, such as the internet, over which we have no control and for which we accept no responsibility. Any information you transmit using such open networks (including the internet) is done so at your own risk.
- 3.8 You are solely responsible for ensuring that any Computer you may use to access an Electronic Banking Service is free from, and protected effectively against, viruses, spyware or other malicious computer programs.
- 3.9 You acknowledge that any access to and/or use of an Electronic Banking Service outside of the jurisdiction of your Accounts may be against the law in that third country. Accordingly, you agree that if you so access and/or use an Electronic Banking Service, you do so at your own risk. Without prejudice to the foregoing, in some countries the Security Devices and/or Systems may be subject to import and export regulations, and usage restrictions, all of which you are responsible for complying with

4. SECURITY PROCEDURE

- 4.1 You agree to comply, and ensure that all Authorised Users comply, with all the security procedures prescribed by us to you (including those specified in any operational procedures agreed between you and us and those security procedures given in the User Manual (if any)) in relation to any Service.
- 4.2 You must take all reasonable precautions to prevent fraudulent or unauthorised access to, or use of any Service, Security Code or Security
- 4.3 You are responsible for ensuring the security of all Security Devices and Security Codes, including procuring that: (a) each Authorised User maintains the strict confidentiality and secrecy of its Security Code(s); (b) no Authorised User writes down or otherwise records any Security Code; and (c) no Security Code is shared between Authorised Users.
- 4.4 You must notify us immediately by telephone (and must confirm such notice in writing to us within 48 hours of such call) if you become aware of or suspect that there has been or may be: (a) any fraudulent or unauthorised access to, or use of, any Security Code, Security Device or Service; or (b) any breach of any other security procedure prescribed by us (together a "Security Alert").
- 4.5 After we receive notice of a Security Alert, we may take such action as we consider appropriate to seek to mitigate or remedy the relevant Security Alert, including suspending your further use of any or all Services, until such time as the Security Alert has been resolved. Such action may also include us issuing you instructions (for example, requiring the prompt adoption of security patches or other measures), requesting from you further information relating to the Security Alert and/or reasonable co-operation with any investigation thereof, and you agree to perform each of the same.
- 4.6 In the event a Security Alert has been raised, you must submit (or resubmit) any instruction you believe has been or will be affected by the Security Alert to us in writing through fax or by post and you must continue to do so until such time when the Security Alert has been resolved

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