



TERMS AND CONDITIONS FOR INTERNET BANKING

1. Definitions

In these Terms and Conditions:

- 1.1** "Bank" refers to Co-operative Bank of Kenya Limited and any of its representations, companies or subsidiaries in any other market.
- 1.2** "Customer" shall include any persons, firm, partnership or corporate body subscribing to use the Bank's Internet banking Service
- 1.3** "Account" means any open account that you hold with the Bank and which the Bank allows you to register once on the Bank's Internet Banking Service;
- 1.4** "Account Terms" means the Terms and Conditions of the Account;
- 1.5** "Business Day" means any day other than a Sunday or public holiday in the Republic of Kenya and any other subsidiary the Bank operates in;
- 1.6** "Conditions of Use" - means the Terms and Conditions of Use which govern the use of the Website which can be found at www.co-opbank.co.ke;
- 1.7** "Token" means a device provided to aid in authenticating transactions conducted by the customer
- 1.8** "Helpline" means a telephone helpdesk service we provide to assist you in using the Co-operative Bank of Kenya Limited Internet Banking Service, details of which are set out in the Online Help facility;
- 1.9** "Instruction" means using the Bank's Internet Banking Service to:
 - 1.9.1** Obtain information relating to the balance and transactions on the Account;
 - 1.9.2** Transfer money to and from own Accounts,

- 1.9.3 Transfer money to other accounts within the Bank
- 1.9.4 Transfer money to other accounts within country of service sign up but not within the bank's product of accounts
- 1.9.5 Transfer money to foreign countries
- 1.9.6 Make purchases or payments to 3rd party vendors and utility providers
- 1.9.7 Use such other facilities as the bank may from time to time incorporate into its Internet Banking service

1.10 "Security Details" means:

- 1.10.1 The initial Customer PIN which We give You; and
- 1.10.2 The Customer PIN, other than the initial Customer PIN; and
- 1.10.3 The customer identification (the "Customer ID") which We give You when You first use the Bank's Internet Banking Service;
- 1.10.4 The token you will use to authenticate your transactions
- 1.10.5 Any item of memorable information which We ask You to confirm (that is, place of birth, memorable name, memorable place /address and memorable date and any other as may be prescribed by the Bank from time to time); and
- 1.10.6 Any other security requirements which We may notify to You;

1.11 "Service" means the Bank's Internet Banking Service we provide which enables You to give Instructions to Us relating to Your Account by logging on at www.co-opbank.co.ke;

1.12 "We" / "Our" / "Us" means the bank as defined in clause 1.1 above;

1.13 "Website" means Our Website at www.co-opbank.co.ke;

1.14 "Your Equipment" means all such compatible equipment, software and communications lines (including any public communication lines) required by you to properly access the Bank's Internet Banking Service.

1.15 "State" means any country where the Bank has a presence

2. Introduction

- 2.1** The relationship between the Bank and the Customer in regards to use of the Bank's Internet Banking Service is governed by the following general terms and conditions and apply subject to any further agreement in writing except where the said terms and conditions are in conflict with the Laws of the state in which case the Laws of state will take precedence.
- 2.2** You are advised to read them carefully. They are in addition to the Terms and Conditions applicable to the products and services featured by the Bank, and all other legal and regulatory information detailed elsewhere, in the Bank's Website i.e. These Terms and Conditions, Your Account Terms and Conditions of Use and any other document deemed relevant by the bank together form the agreement between You and Us regarding Your use of the Service.
- 2.3** If there is any conflict between these Terms and Conditions and Your Account Terms in respect of your use of the Service, these Terms and Conditions will prevail. If there is any conflict between these Terms **and** Conditions and Your Account Terms in respect of Your Account, Your Account Terms will prevail.
- 2.4** The Customer warrants that all the information provided in internet banking application form is accurate. Any changes thereto must be notified to the Bank promptly and where necessary a Change of Signatories form shall be completed.

3. Scope of Service

The Service is only available to customers who hold an Account with the bank in any of its subsidiaries. The Service uses a high level of encryption and the use of such encryption may be illegal in some countries outside of Kenya. If You use the Service outside Kenya, You are responsible for ensuring that Your use of the Service is permitted by local laws and We shall not be liable for any inconvenience loss or damage suffered by You as a result of You not being able to use the Service in these countries.

4. Copyright and Trade Marks

- 4.1 Our Website and the copyright in the content of and materials featured on Our Website are owned by or licensed to us.
- 4.2 "Co-operative Bank of Kenya Limited", "The Kingdom Bank" , Co-operative Bank of South Sudan" and certain other names, words, images or logos identifying Us and the products and services featured in Our Website are the property and trademarks of the Bank. Certain other names, words, images or logos may constitute trade names or unregistered trademarks of the Bank.
- 4.3 The names and logos of third parties mentioned in the Our Website may be the trademarks, trade names or unregistered trademarks of those third parties and are used by the Bank with the permission (express or implied) of such parties.
- 4.4 You may view, print, download or store temporarily extracts from Our Website for Your own personal reference or for the purpose of applying to Us to access or use the products and services featured on Our Website. No other use (including, without limitation, the alteration, deletion, utilisation or extraction) of the content and materials featured on Our Website is permitted without Our written permission. Otherwise than as provided, Our Website cannot, whether in whole or as to any part, be copied, reproduced, distributed or transmitted in any medium (including, without limitation, by the internet) without Our written permission.

5. Third Party Products, Services and Websites

- 5.1 The Website may feature the products and services of, and may contain materials produced by, third parties. The inclusion of such products, services and materials and any statements made about them does not constitute advice that they are available to or suitable for You. You must ensure that any third party product or service is suitable for Your specific needs.

- 5.2 The Website may, from time to time, refer to third party products and services. We do not warrant, and are not responsible for, the quality, efficacy or availability of such products and services.
- 5.3 The Website may contain various links to third party websites over which We have no control. Such links are provided for convenience only and are accessed at Your own risk.
- 5.4 We are not responsible for the content of products and services offered by, or any other matters (including, but not limited to, the privacy of Your information) relating to, any linked third party website. Any claim relating to any third party product or service must be made to the provider of the third party product or service.
- 5.5 We are not responsible for any loss or damage (including, but not limited to, any direct, indirect, special, incidental or consequential damage (including the loss of profit)) relating to the products and services of third parties which are featured in or linked to the Website.
- 5.6 Any dealings by You with any third party on or through the Website are between You and that third party and We are not responsible for any losses or damages that may arise from any such dealings.
- 5.7 No third party website may in any way be linked to the Website without Our prior written consent.

6. Access to The Service

- 6.1 You are responsible for obtaining and maintaining Your Equipment and for ensuring that it is compatible with the Service. We have no responsibility or liability with respect to Your Equipment. We will notify You of the minimum specification of computer system required to enable You to access and use the Service.
- 6.2 We may change the minimum specification You require to access the Service at any time. We will notify you of such a change by placing a message on Our

Website. We do not accept responsibility if any such change in specification results in Your Equipment becoming incompatible with Our Website or becoming unable to perform within Our Website all of the functions previously performed.

- 6.3** You will be responsible for the cost of all charges You incur in accessing and using Our Website.
- 6.4** We cannot guarantee the speed with which You will be able to access and use the Service (as it will depend upon factors such as the specification of Your Equipment and the number of people using Our Website) or that You will have uninterrupted or continuous access to the Service.
- 6.5** The Bank does not warrant that the Internet banking service will operate without any interruption and shall not be liable for any interruption of the services or its consequences.
- 6.6** We may suspend or terminate Your access and use of the Service at any time with or without notice for upgrade, expansion, maintenance, repair activities, an emergency reason or any other reason the bank deems as valid. If We do this, You may not be able to operate an Account which is dependent on Internet Banking and You may need to make alternative arrangements.
- 6.7** You are responsible for getting an appropriate connection with an Internet Service Provider in order to access the Service.
- 6.8** We shall control, direct and establish technical procedures for using the Service (and We may vary them from time to time). You agree to follow Our instructions and adhere to Our procedures when using the Service as notified to You from time to time.
- 6.9** We shall be entitled to make operational changes to and alter the facilities available under the Service at any time. We will notify You of significant changes.
- 6.10** You are responsible for ensuring that Your Instructions (including all the details We may require to carry out Your Instructions) and any information

You give to Us is accurate and complete. We shall not be liable for any loss or damage You suffer if they are in any way inaccurate or incomplete.

- 6.11** You agree that any material and/or information downloaded or otherwise obtained through the use of the Service is at Your own discretion and that You will be responsible for any damage to Your Equipment or loss of data that results from the download of such material and/or data.
- 6.12** We shall use reasonable endeavours to keep the Service free from viruses and corrupt files but We do not warrant that the Service is free from infection by viruses or anything else with contaminating or destructive properties. We recommend that where practicable You "virus check" information sent to You by Us. We shall not be liable for any corrupt information sent to You by Us or for any corrupt information You send to Us.
- 6.13** If We receive an Instruction before 3:00pm East african time on a Business Day We will use all reasonable efforts to comply with that Instruction on that Business Day. If We receive an Instruction after 3:00pm on a Business Day We will use all reasonable efforts to comply with that Instruction during the course of the next Business Day. However, We may in Our absolute discretion refuse to carry out any Instruction or reverse any action taken by Us in response to any Instruction.
- 6.14** You undertake to co-operate fully with Us in any investigation We may wish to carry out in relation to the use of the Service.
- 6.15** You may not use the Service to overdraw Your Account beyond any facility as previously agreed by Us in writing. If any Instruction causes Your Account to become overdrawn (without Our prior agreement in writing) or to exceed an overdraft limit agreed by Us in writing this does not mean that We will process such Instructions again or that We have agreed to increase Your overdraft limit and you shall be required to immediately take steps to regularize your account.
- 6.16** We shall not be required to carry out Instructions in any particular order.
- 6.17** We may place messages or directions on Our Website and You should from time to time check Our Website for such messages or directions. If Your

Account is internet based it is Your responsibility to ensure that You update Us on any changes to Your e-mail address.

6.18 You must notify Us immediately via the Helpline if You become aware of any error or any suspected error in the Service or in any transaction resulting from using it. You should check your statements of account carefully.

6.19 Transaction limits of Kes. 350,000 and Kes. 5,000,000 are applicable for Retail and Corporate accounts respectively. You must issue the bank with duly signed and authorized instructions to modify these default limits to your preferred limit.

6.20 You must not:

6.20.1 introduce or attempt to introduce any virus or any other contaminant to Our Website or any of Our computer systems;

6.20.2 in any way attempt to access, alter, de-compile, reverse engineer, destroy or otherwise tamper with any part of Our Website or any of Our computer systems;

6.20.3 interfere with the use of another person's access to or use of Our Website;

6.20.4 obtain access to information relating to another person which is on Our computer system (database);

6.20.5 use or attempt to use Our Website or any of Our computer systems for any unlawful or immoral purpose.

6.20.6 Use the Website for any commercial purpose; Use the Website or any of Our systems to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Website or any of Our systems.

7. Telephone Facility

7.1 We operate a Helpline facility to:

- i. enable You to access or use Your Account;
- ii. to assist You in using or accessing or obtaining information about Your Account.

7.2 All telephone charges You incur in using Our Helpline facility must be paid by You

7.3 You accept that:

- i. The records We maintain of any instructions You give to Us will be conclusive evidence of Your Instructions and of the time when they are given (except in the case of an obvious mistake);
- ii. We shall not be liable for any loss You may suffer if Your Instructions are inaccurate, incomplete or wrong.

7.4 All telephone calls between Us and You may be monitored to make sure that We carry out Your instructions correctly and will be recorded for security, training and quality control purposes.

8. General Security Information

8.1 You must:

- i. Immediately memorise Your Security Details and destroy any advice containing the Security Details (except that You may keep a record of the Customer ID);
- ii. Not keep any written record of Your Security Details (with the exception of the Customer ID);
- iii. Keep Your Security Details secret and take steps to prevent anyone else from finding out Your Security Details;
- iv. Not quote Your Security Details in any correspondence (with the exception of the Customer ID), or over the telephone unless it is Security Details provided to enable You to access Your Account by telephone.

When quoting any Security Details You must ensure You cannot be overheard.

8.2 You must not allow any other person to use or know Your Security Details.

8.3 You must tell Us immediately by telephoning the Helpline if:

- i. You know or think that someone else (who is not authorised to access it) is accessing or using or has tried to access or use Your Account;
- ii. You know or think that someone else knows Your Security Details;
- iii. You have forgotten Your Security Details.

8.4 If Your Security Details are used by someone else with Your permission or You have been fraudulent or negligent and You or We suffer loss as a result, You will be liable for all losses including but not restricted to consequential losses.

8.5 We may give information to the police or to a regulatory authority without asking You about any misuse or abuse of Your Account, Your Security Details or Our computer system.

8.6 Whilst We will check that any instruction given relating to Your Account is given with the correct Security Details, We shall not be obliged to take any further steps to check that the instructions are given by You.

8.7 We may require You to change Your Security Details at any time and for any reason. You must change Your Security Details upon such request.

8.8 Whilst We will take all reasonable steps to safeguard the security of Your confidential information, We cannot guarantee the security of any confidential information which is transmitted through the Internet.

8.9 You must ensure that You are authorised to use Your Equipment if it is not owned by You and that no one can oversee or in any other way monitor Your use of the Service

8.10 You must always exit the Service when leaving Your Equipment unattended and ensure no one else has access to Your Security Details.

9. Simultaneous order in excess of funds

Where the Bank receives several orders at approximately the same time the total amount of which exceeds the available assets of or the credit granted to the

Customer the Bank may honour the orders in whatever manner it thinks fit within the limit of the funds available.

10. Exclusion of Liability

10.1 We shall not be liable to You for any loss or damage (other than that which cannot be excluded in law) which You may suffer as a result of:

- i. Our having acted upon Your Instructions received using the Security Details or following receipt of any information from You;
- ii. Any misuse or abuse of the Service by You;
- iii. Your Security Details having been disclosed by You to someone else;
- iv. Our system for any reason being unavailable;
- v. The acts or omissions by Your Internet Service Provider or aggregation service.

10.2 We will be liable for losses (subject to the limitation in clause 10.4) if Instructions are not given by You unless:

- i. You have acted fraudulently; or
- ii. You have failed to exercise reasonable care; or
- iii. You have failed to follow security requirements in Our Account Terms or these Terms and Conditions including the safeguards in clauses 7 and 8;
- iv. the Instruction was made by someone else with Your permission

10.3 We shall not be liable for any errors or delay or failure to follow Your Instructions if this is due to anything beyond Our control, for example:

- i. industrial action;
- ii. fire, flood, explosion, government act, terrorism;
- iii. the failure, directly or indirectly of any power supply, machine, data processing system, data transmission link, or telephone link.

10.4 Any liability We may have to You will be limited to the value of the transaction during the course of which such liability arose. We shall not be liable to You in

any circumstances for any loss or damage (other than that which cannot be excluded in law) which:

- i. is not direct;
- ii. is beyond Our reasonable control; or
- iii. which We could not reasonably foresee.

10.5 We regularly update Our Website. The content of and the products and services featured in Our Website are subject to change at any time without notice.

11. Your Liability

11.1 You will be liable to Us for (and agree to indemnify Us against) all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur or which are brought against Us if You have:

- i. acted fraudulently;
- ii. failed to exercise reasonable care;
- iii. misused or abused the Service;
- iv. failed to observe and comply with these Terms and Conditions (including clauses 8 and 9).

11.2 If You use an account aggregation service (for example, a service that enables You to access on a single web page some or all of Your online accounts, whether with the bank or another financial services provider), You may be liable for any fraud or errors that occur on those accounts as a result. If You choose to use such a service, You should follow any security advice that we or the account aggregation service provider give You.

11.3 The Token holder(s) shall be fully liable in respect of each transaction instructions given by the use of his/her Token

11.4 The Token holder should not hold the Bank liable, responsible accountable in any way whatsoever for any loss, injury or damage however arising out of the use of the internet banking Service.

11.5 The Token holder must query any transaction instruction he/she considers suspicious within one month from the date of the statement.

12. Termination of the Service

12.1 The Bank may at any time upon 30 day notice to the Customer, terminate or vary its business relationship with the Customer and in particular but without prejudice to the generality of the usage of the internet banking Service. We may give You a shorter period of notice (provided that such notice is reasonable in all the circumstances):

- i. where security requires it; or
- ii. in circumstances beyond Our control; or
- iii. in the event of fraud;
- iv. You fail to observe and comply with these Terms and Conditions.

12.2 The Bank may at any time freeze any account of the Customer if and so long as there is any dispute or the Bank has doubt for any reason (whether or not well founded) as the person or persons entitled to operate the same, without any obligation to institute interpleader proceedings or to take any step of it's own initiative for the determination of such dispute or doubt.

12.3 You can terminate Your use of the Service by telephoning the Helpline or upon giving Us written notice by traditional post or such other means as We may agree with You. Please bear in mind that You shall need to have Internet access as a condition of some of Our Accounts.

12.4 Any Security Details or documentation relating to the Service remains Our property, and upon termination of the Service, for whatever reason, shall be returned to Us and/or destroyed, as instructed by Us at that time. Such material shall not be copied, transcribed or used for any purpose other than as specifically authorised in these Terms and Conditions.

12.5 Several clauses shall still remain in force if Our agreement with You in respect of the Service ends.

12.6 Termination of the Service will not affect any rights We may have against You or any liabilities You may have to Us.

12.7 Upon termination We shall at Our discretion either carry out or refuse to carry out any outstanding Instruction You may have given to Us.

12.8 Upon closure of all of Your Accounts which You have registered for the Service, Your use of the Service will end.

13. Changes to these Terms and Conditions

13.1 We may change these Terms and Conditions and will tell You about any changes by:

- i. writing to You; or
- ii. a message on or with Your Account statements; or
- iii. a message on Our Website; or
- iv. electronic mail.

13.2 If the change is to Your disadvantage We shall tell You about it at least thirty (30) days before We make the change.

13.3 We will make any further changes immediately and tell You about it within thirty (30) days.

14. Applicable Law

These Terms and Conditions shall be governed by and interpreted in accordance with the relevant state law. We will only communicate with You in English. The relevant state courts shall have sole jurisdiction over any disputes arising from Your use of the Service.

15. Complaints

- a** We have a complaints procedure in place to ensure that any complaint You may bring to Our attention is dealt with fairly and that it receives a quick response. Any complaint You may have shall be fully investigated.
- b** In the first instance any complaint You may have relating to the Service should be sent to Us via the "Contact Us" area of the Website. We would hope that We would be able to deal with any complaint You may have to Your satisfaction at this stage.
- c** If Your complaint is one which We cannot quickly resolve or resolve to Your satisfaction Your complaint should be forwarded to the address in the "Contact Us" section of the Website.

16. General

- a** Each of these Terms and Conditions is separate from all other Terms and Conditions, so that if one Legal Term is found to be invalid or unenforceable this will not affect the validity of any of the other Terms and Conditions.
- b** If We do not enforce any of the rights We have under these Terms and Conditions, or if We delay in enforcing them, that does not stop Us from taking any action to enforce Our rights in the future.
- c** The headings used in these Terms and Conditions are for ease of reference only and shall not affect the meaning of these Terms and Conditions.

- d We or You may contact each other by post, telephone, electronic mail or any other means We agree. We will ask You for Your Security Details when You telephone Us.
- e If We need to send You a formal notice (other than those concerned with the day to day operation of the Account or changes to these Terms and Conditions) We will send the notice by registered post and it will be deemed to be received two (2) days after posting.
- f You are required to notify Us of any change in your account operating mandates

17. Bank Charges and expense Interest

The Bank is entitled to be paid by the Customer and at its own discretion may debit the Customer with:

a Legal Charges

Advocate and client costs incurred by the Bank in obtaining legal advice in connection with the Customer's accounts and dealings with the Bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of any dealings in respect of the Customer.

b Commission

Commission at such rates and at such time or times as the Bank decides, with discretion to charge different rates for different internet banking services.

c Other charges and expenses

In addition the debits authorized by sub-clauses (a), (b) and (c) of this clause, all other expenses and charges including but not limited to disbursements for cheque books, postages, cables, telephone calls, taxes, duties, impositions and expenses incurred in complying with the Customer's requests.

18. Payment Services

In consideration the Bank agreeing to make available to the Customer the facility to make payments for different services through the Customer's Internet banking Service (as applied for by the Customer)

I, the Customer agree to be bound by the following terms and conditions:

- i. These terms and condition are additional to, and not exclusive of, the terms and conditions on which the account was opened.
- ii. Payment services as applied for herein is thereby included as one of the transaction instructions which the Bank is entitled to give immediate effect to when given by use of the internet banking Service
- iii. The Bank shall not be liable for the disconnection of the payment services to the Customer for any reason whatsoever.
- iv. The Bank will not be liable if initiated payment is not completed by reason partly or wholly of the actions or omissions of the supplier of the utility or of the Customer.
- v. The Bank will not be liable if any payment service is not completed by reasons of equipment or systems failure within the Bank or the utility supplier.

19. Errors of Transmissions and inadequate Execution of order

All payment orders, exchange operations and sales or purchases of stock, bonds or shares in Kenya or elsewhere, undertaken by the Bank for the account of the Customer shall be at the Customer's own expense. Neither the Bank nor any of its agents or correspondents nor any employees shall be liable for any mutilation, interruption, error or transmission, omission or delay occurring in any transmission medium (including without limitation, cables, airlines, courier services and telex and facsimile systems) however occurring.

20. Statement deemed approved if not objected to within 28 days

The contents of any statements of account or statement of any other nature which has been sent by the Bank to the Customer, and to which the Customer has not objected within twenty-eight (28) days of receipt thereof, shall be deemed approved by the Customer and shall not thereafter be challenged by the Customer on any ground whatsoever whether lack of mandate forged or inadequate signature of endorsement of cheque, forged alteration thereof or otherwise.

21. Delay by Customer in lodging complaints

The Bank is not responsible for any matter unless the Customer has made a written complaint to the Bank as soon as reasonably possible.

22. No duty on Bank to protest

The Bank is not liable for any loss or damage suffered by any party if any dishonoured bill is not noted or protested or both. The Bank will nevertheless endeavor to cause dishonored bills to be noted or protested or both, provided that it receives instructions to do so in reasonable time.

23. Use of Token

- i.** A Token is not transferable and may not be used other than by the Token holder.
- ii.** A Token remains the property of the Bank and must be returned to the Bank upon cancellation.
- iii.** A Token may only be used subject to the terms of this agreement current at the time of use.
- iv.** A Token may only be used during the validity period indicated on the Token.

- v. The Token will be used as an authentication tool to validate customer transactions
- vi. All transactions authenticated using the token will be deemed to be valid and instituted by the customer
- vii. In the absence or manifest error, the Bank's records as to any transaction instructions or their consequences thereof, shall be conclusive.

23.1 Safeguarding the Token

- i. A Token holder(s) must exercise all due care and attention to ensure the safety of the Token and the secrecy of its contents at all times and to prevent the loss of and/or use of his/her Token by any third party.
- ii. If a Token is lost or stolen or if its contents are disclosed to any unauthorized person, the Token holder(s) must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. The Token holder(s) must be liable in respect of any transaction instruction given prior to receipt by the Bank of notification of such loss, theft or disclosure.
- iii. The Token holder will give the Bank all information as to the circumstances of the loss, theft or misuse of the Token and take all steps deemed necessary by the Bank to assist in the recovery of a missing Token. In the event of such loss, theft or misuse being suspected, the Bank may provide the police with any information it considers relevant. If a Token is reported as lost, stolen or liable to misuse, that Token must not subsequently be used but must be returned immediately to the Bank.

23.2 Replacement of Tokens

If a Token holder loses or damages his/her Token the Bank may at its discretion issue a replacement Token as the Token holder may require at the token holder's cost.

24. Non-Repudiation

Until and unless you notify the bank otherwise, all instructions received by the bank which are associated with your internet banking credentials shall be deemed to have come from you, and the bank shall be entitled to rely on such instructions, whether they actually originated from you or not. You acknowledge that the bank may not be able to reverse or annul any transaction executed based on instruction received prior to your notice to the bank.

25. Indemnity

You hereby indemnify and hold indemnified the bank against any loss, claim and/or damage that may arise due to negligence, fraud collusion or violation of these terms on your and/ or a third party's part.

26. Disclosure

Information and instructions received from You through the service will be stored by the bank and accessed by employees of the bank (as is deemed necessary)

27. Force Majeure

Notwithstanding any provision contained in this Agreement, We shall not be liable to You to the extent fulfilment or performance of any terms or conditions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts

of enemies; strikes; lack of available resources from persons other than us; labour disputes; electrical equipment or mobile network failure; fire; floods; acts of God; Government or Regulator action; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence the Bank is unable to prevent, whether in the class of causes hereinbefore enumerated or not. If any majeure event occurs, we will give prompt written notice to you and will use commercially reasonable efforts to minimize the impact of such event.

28. Privacy Statement

The bank is committed to protecting the privacy of the information We obtain from You. This information shall be obtained on each occasion that You access the Website and when You apply for or use any product or service featured in the Website. The bank aims to provide a service which meets Your individual requirements and needs.

By accessing and using the Website You confirm Your consent to the bank collecting and using Your information in accordance with this Privacy Statement and the section entitled "Use of Your Information" on the application form.

a Third party websites

You need to be aware that third party websites which are linked to the Website or which You may need to access and Use to obtain any third party products or services featured on the Website may contain privacy provisions that differ from this Privacy Statement. Such third parties may use Your information differently to the way in which We shall Use it.

b Use of e-mail (including e-mail Alerts)

Given that an e-mail message is sent through a number of computers over which We have no control You need to be aware that any message You send to Us or We send to You may not be secure, any data contained therein may be intercepted by or otherwise become available to a third party and We cannot

guarantee the timescales within which We shall receive Your messages or You shall receive Our messages. We do not in any way control the information or materials ("Information") contained in e-mail messages. However, We reserve the right (which We may exercise at any time, at Our sole discretion and without notice) to delete, move or edit such information. In sending such Information, You waive any moral rights You may have in it.

c Security of Your Information

You acknowledge the Internet is not an entirely secure medium for communication and, accordingly, We cannot guarantee the security of any information You send to Us via the Internet. We are not responsible for any damages You, or others, may suffer as a result of the loss of confidentiality of such information.

d Cookies

We, and on Our behalf Our tracking partners, may use cookies (small files stored on Your computer) to measure site usage and improve the service that We offer to You. We do not store any personal information that other organisations could read or understand and We do not monitor Your visits to other websites not hosted by Us. If You wish to turn off Our cookies please type "Cookie" in the index of the "help" facility in Your browser, but please note that turning off cookies may limit Your use of Our Website.

29. New Features

We may, from time to time, in our sole discretion, introduce new products, services and features to the Services or modify or delete existing features. We shall notify you of any of these changes if we are legally required to do so. By using any new or modified products, services or features when they become available, you agree to be bound by these Terms and Conditions, as well as any additional terms and conditions specifically applicable to these new offerings.

30. Internet Service Fees

There may be a charge in connection with your use of some of the features available through the Services. Please refer to the Schedule of Fees applicable to your accounts for more information. We reserve the right at any time to change, add or modify any fees and charges.

You agree to pay such fees and authorize us to deduct such fees from any accounts you maintain with us. If there are insufficient funds in your accounts to pay these fees, you agree to promptly remit payment to the Bank upon demand.

31. Severability

If any provision of these Terms and Conditions is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms and Conditions will not be affected thereby, and each of those provisions will be valid and enforceable to the fullest extent permitted by law.

32. Caption Headings and Interpretation

The caption headings are for convenience or reference purposes only and are not to be construed as a summary of each provision of this Agreement. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular.