

IMPORTANT NOTE

By accessing the Website of the Bank and any of its web-pages, the Visitor / the Customer agrees to be bound by the terms and conditions set out below:-

- 1.1 The Bank makes no representation or warranty of any kind, express, implied or statutory regarding i-Banking Services and the Website or the information or materials contained or referred to in the Website or otherwise provided via i-Banking Services. The Bank hereby expressly excludes and disclaims any condition, representation, warranty or responsibility of any kind relating to i-Banking Services and / or such information and materials, any such condition, representation, warranty or responsibility regarding the title, fitness for a particular purpose, merchantability or standard of quality of i-Banking Services and / or such information and materials, that they will be accurate or free of errors or omissions, that they will not infringe any third party rights, that they will be available and uninterrupted at any particular time, free of computer viruses, adhere to any particular performance standards or that any instruction to or information requested from the Website and/or via the Bank's i-Banking Service will be acted upon, delivered to or received by the Visitor / the Customer at any time or at all.
- 1.2 The information and materials contained on the Website or otherwise provided via the Bank's i-Banking Services is provided for information only and should not be used as a basis for making business decisions. Any advice or information received via the Website or otherwise provided via the Bank's i-Banking Services should not be relied upon without consulting primary sources of information and obtaining specific professional advice. Save and except due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents, the Bank accepts no liability for any loss or damage arising directly or indirectly from action taken, or not taken, in reliance on information or materials contained on the Website or otherwise provided via the Bank's i-Banking Services. No warranty is given that economic reporting information, materials or data is accurate, reliable or up to date.
- 1.3 Save and except due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents, the Bank is not liable for any loss or damage arising directly or indirectly (including special, incidental or

consequential loss or damage) from the Visitor / the Customer 's use of the Website and i-Banking Services including any loss, damage or expense arising from, but not limited to, any defect, error, fault, mistake or inaccuracy with the Website, its contents or the Bank's i-Banking Services, or due to any unavailability of the Website or any part thereof or any contents or the Bank's i-Banking Services.

1.4 The Visitor / the Customer downloads any software from the Website at the Visitor's / the Customer's own risk. Save and except due to the negligence or wilful default of the Bank, the Bank's authorized officers, employees or agents, the Bank neither assumes nor accepts liability for any loss or damage, whether direct or indirect, howsoever caused, as a result of any computer viruses or similar disruptions arising from the Visitor's / the Customer's use of and / or download of software from the Website.

1.5 Hyperlink Policy:

- From the Website of the Bank to websites outside the Bank:

The Bank provides hyperlinks from the Website of the Bank to other websites on the Internet for information purposes only. These hyperlinks lead to third party websites which are in no way affiliated with or related to the Bank. The Bank is not responsible for making enquiries, investigating and/or verifying the contents of such third party websites and the Bank does not warrant the security of any information which the Visitor / the Customer may forward or be requested to provide to any third party via such websites. The Bank's inclusion of hyperlinks to the third party websites does not and in no way represent any forms of recommendation, endorsement, approval, guarantee or introduction of any third parties or their products or services that they provide or any form of co-operation between the Bank and any third parties unless otherwise expressly stated by the Bank. Further, the Bank is not a party to any contractual arrangements that the Visitor / the Customer and the provider of the third party website or any third party that the Visitor / the Customer may enter into unless otherwise expressly specified or agreed to by the Bank. The Bank may also provide hyperlinks to third party websites which contain downloadable software for convenience purposes only. The Bank shall in no way be responsible for any difficulties that the Visitor / the Customer may encounter in downloading or installing such software or for any consequences arising out of or in connection of doing so. Please be reminded that the use of any software

downloaded from the Internet may be governed by a license agreement. The Bank shall in no way be responsible for any infringement of the intellectual property rights of the relevant software provider. Without accepting any obligation or responsibility on part of the Bank, the Visitor / the Customer is reminded to observe the terms of such software license agreement. Please also be reminded that when the Visitor / the Customer leaves the Website of the Bank and visits other websites, the Visitor / the Customer will be subject to the terms and privacy policies of the websites. The Bank accepts no liability for any loss or damage arising directly or indirectly (including consequential loss) from the accuracy or otherwise of information or materials contained in the third party websites or loss arising directly or indirectly from defects with such sites.

- From the Website of the Bank to websites of the head office or subsidiaries of the Bank:

The Bank may provide hyperlinks to the websites of its head office or subsidiaries. These websites may be created elsewhere in different jurisdictions and under different governing laws. The products and services offered on these websites may be limited to person of a specific location and jurisdiction. In addition, there may be differences in the terms governing the use of these websites and special attention must be paid to the specific terms and conditions before using these websites.

- From external websites to the Website of the Bank:

If any third party wants to create a hyperlink to the Website of the Bank, it must obtain the prior written approval of the Bank. The Bank may, at its absolute discretion, grant or refuse to grant such approval without providing any reason therefor. The Bank may only approve a hyperlink which only displays the Bank's name or the website address. Except in very exceptional circumstances, the Bank will not approve any use or display of the Bank's logo, trade names, trademarks or whatever that can be reasonably inferred as the Bank. The Bank may without providing any reason therefor rescind any approval granted at its absolute discretion, and require the removal of any links to its Website at any time. Any link to its Website must be made directly to the home or front page of its website. The Bank is not responsible for the setup of any hyperlink from third party website to any websites of the Bank or for the accuracy of the contents of such third party website. Such links shall not constitute any endorsement by the Bank or any co-operation between the Bank and the third party website. The Bank accepts no liability for any loss or damage arising directly or indirectly

(including consequential loss) with such links.

- 1.6 The Bank does not guarantee that any communications from or to the Website and / or via the Bank's phone-banking services will be sent to the Visitor / the Customer or received by the Bank nor does the Bank warrant the privacy and/or security of such communications during transmission.
- 1.7 The Customer acknowledges that there are risks inherent in using i-Banking Services but agrees that the benefits justify these risks and the Customer shall waive any claim the Customer might have against the Bank because of :
 - Any failure of systems or equipment (whether or not provided by the Bank) including telecommunications services and facilities;
 - The Bank's acceptance of any unauthorized Instructions which appear (or which the Bank believes) to be from the Customer;
 - Delays in the implementation of Instructions from the Customer;
 - Delays in delivery or availability of, or failure to deliver or make available, any part of i-Banking Services;
 - Delays in dispatch or delivery of, or failure to dispatch or deliver, any notice or information provided or requested via i-Banking Services or any inaccuracy, error or omission in or from any such notice or in or from any information contained in any such notice;
 - The Customer's failure to use i-Banking Services in accordance these terms and conditions;
 - The Customer's reliance, use or otherwise acting upon any information or materials provided via i-Banking Services.
- 1.8 The Bank's liability for any particular incident or series of related incidences shall, in any event, not exceed the amount of the relevant transaction, instruction or direction (or series of relevant transactions, instructions or directions) or the amount of direct damages suffered by the Customer, whichever is the less.
- 1.9 Provided that the Customer has not been dishonest or negligent, the Customer will not be liable for any unauthorized transaction which has been executed through i-Banking Services as a result of :
 - someone using the Customer's Access Code and/or the Digital Certificate (as

the case may be) after the Customer has notified the Bank in writing of the loss or theft or of such Access Code and/or the Digital Certificate (as the case may be);

- computer crime which is not prevented by the Bank's security system;
- fraud or gross negligence of the Bank and its staff.

Once the Bank is satisfied that the unauthorized transaction was executed as a result of one of the three factors listed above, the Customer is entitled to request for a reverse of the relevant entry and any bank charges incurred by the Customer arising therefrom.