

## ***i-bank* Terms and Conditions**

Please read this document very carefully.

### **1 About These Conditions**

1.1 “We”, “us” and “our” – means Reliance Bank Limited.

1.2 “You”, “your” and “yourself” – refers to the person who has entered into this agreement with us.

1.3 “Account” – this is any account that you hold and access via our on-line facility.

1.4 “Joint Account” – references in these terms and conditions to “You” include all authorised persons together and separately.

1.5 “Username” – the name we choose to identify you when you use our online service.

1.6 “Additional Security Details” – the additional information you give us to help us identify you including the additional security question you provide yourself.

1.7 “Instruction” – any request or instruction to us, which is effected through the *i-bank* service by use of a security number.

1.8 “*i-bank* service” - the service provided by us to you which is described in the terms and by which you may access information and give us instructions in respect of certain of your accounts with us.

1.9 “Customer ID” – the unique identifier that is issued to you in connection with the *i-bank* service.

1.10 “Security Questions” – the questions we ask you to enable you to access the *i-bank* service or execute instructions through the *i-bank* service.

1.11 “Security Question Responses” - the answers you give us to enable you to access the *i-bank* service or execute instructions through the *i-bank* service.

1.12 These terms may be accepted by signing the application form. In addition you agree that any use by you of the *i-bank* service shall constitute your acceptance of the terms.

## **2 Authority**

2.1 You authorise us to accept and act on your instructions, to pay to and from your account the amounts involved when the *i-bank* transaction has been authenticated by the use of the security procedure we require you to follow.

2.2 If you have a joint account, we will act on the instructions of any one authorised person, but each of you is responsible for all *i-bank* transactions carried out.

## **3 Security**

3.1 You agree to comply with these terms and conditions and any security procedures mentioned in them.

3.2 You must keep your Keywords secure and secret at all times and take steps to prevent unauthorised use of it and your Customer ID.

3.3 Never write down or otherwise record your Keywords in a way that can be understood by someone else.

3.4 Never share your Keywords with someone else, including our staff.

3.5 Avoid Keywords, which may be easy to guess.

3.6 Never record your Keywords or Customer ID on any software, which retains it automatically (e.g. any computer screen prompts or 'save password' feature or any similar function on your internet browser).

3.7 Destroy any advice from us concerning your First Time Access Code promptly.

3.8 Keep your Customer ID in a safe place at all times.

3.9 Once you have logged onto the *i-bank* service, you must not leave the terminal or other device from which you have accessed the *i-bank* service unattended, or let anyone use it until you have logged off of the *i-bank* service.

3.10 You will be responsible for ensuring that you have logged off the *i-bank* service at the end of any session.

3.11 You must not access the *i-bank* service from any terminal or other device connected to a local area network (LAN), or any public internet access terminal or other device, without making sure that no-one else will be able to observe, copy or obtain access to the *i-bank* service pretending to be you.

3.12 You must tell us immediately of any unauthorised access, transaction or instruction to the *i-bank* service, which you know or suspect to be fraudulent, or if you suspect someone else knows your security number. You must also change your security number to a number you have not used before. We will need you to help us and the police in trying to recover any losses. We may disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

3.13 You agree to check carefully your records of transactions and statements of accounts and notify us immediately of any discrepancy.

3.14 You agree to tell us immediately if the terminal or other device through which you access the *i-bank* service is lost or stolen.

3.15 We may save e-mails sent to, or from us, to validate what was written.

#### **4 Processing Your Instruction**

4.1 We will only accept an instruction if it has been effected through the *i-bank* service using the authentication process and security procedure we require you to follow.

4.2 You agree that we can act on any instructions given to us including deducting money from your account even if you did not authorize those instructions. However, your liability for transactions or instructions, which you have not authorised, will be limited in the way set out in Clause 6.

4.3 We may refuse to act upon an instruction if it exceeds your account limit or other limit, or if we know, or suspect a breach of security.

4.4 Once you have given an instruction, you cannot cancel it. If you ask us, we may try and reverse it as far as possible under the practices of the banking system. You may have to pay any costs.

4.5 We may, if we think it justified, refuse to carry out an instruction or insist on written confirmation.

4.6 You must make sure that any instruction is accurate and complete and we are not liable if this is not the case.

#### **5 Availability Of The *i-bank* Service**

5.1 We may suspend any service provided to you under the *i-bank* service without notice where we consider it necessary or advisable to do so, e.g. to protect you when there is a suspected breach of security or we need to suspend the *i-bank* service for maintenance or other reasons.

5.2 We will make reasonable efforts to inform you without undue delay through the *i-bank* service, and/or our web site if any *i-bank* service is not available.

5.3 A transaction being carried out is not always simultaneous with an instruction being given. Some matters may take time to process and certain instructions may only be processed during normal banking hours even though the *i-bank* service may be accessible outside such hours. Any transactions received by us after 3pm will not be processed until the following banking day.

## **6 Your Liability For Unauthorised Transactions**

6.1 We will refund to you the amount of any transaction carried out in accordance with any instruction where your security number has been used without your authority other than in the case set out below. Where we are liable for an unauthorised transaction, we will credit your account with any amount lost along with any interest and charges. We will have no further liability to you.

6.2 You will be responsible for all losses (including the amount of any transaction carried out without your authority) if you have acted with gross negligence, so as to help that unauthorised transaction, or you have acted fraudulently. For this purpose gross negligence shall be failure to observe any of the security duties referred to in these terms.

## **7 Our Liability To You**

7.1 We are only liable for direct loss to you, and then only if caused by our negligence or deliberate default. We are not liable for indirect fault. These include:

7.2 Acting on authorised instructions that in fact were given by someone else (see point 6 for clarification).

7.3 Incompatibility between your system and ours.

7.4 Anything beyond our reasonable control that disrupts the *i-bank* service or causes your instructions to be delayed or not acted upon.

## **8 Account Types**

8.1 Not all accounts are available on the *i-bank* service. For details of accounts that are available on the *i-bank* service please contact us.

## **9 i-bank Records And Transaction Terms**

9.1 Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with the *i-bank* service.

9.2 You agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.

## **10 Fees And Charges**

10.1 You agree to pay our scale of charges (if any) for providing the *i-bank* service as we advise to you from time to time. We may increase our charges and the frequency and dates of payments on giving you not less than 30 days notice personally by post (including statement messages), e-mail or other means.

10.2 You are liable for any telephone charges and any charges made by your Internet services provider (ISP).

10.3 You authorise us to debit your account with any charges (if any) for providing the *i-bank* service.

10.4 We may change these conditions for any reason by giving you 30 days written notice or by publishing any changes on our web site.

10.5 We may send all written notices to you at the last e-mail address you gave to us. You must inform us immediately if you change your e-mail or postal address to make sure we have your current addresses at all times.

## **11 Secure i-mail**

11.1 You may send us and we may send you secure i-mails over the *i-bank* service through the '*i-mail*' function.

11.2 If a message is sent to us we aim to respond to it within 2 working days. If your request is not possible or we are unwilling or unable to deal with your request we will advise you within 2 working days.

11.3 You must not send a message in relation to a specific function available on the *i-bank* service, or one that requires immediate attention.

11.4 Do not send a message for the reporting the loss or theft of cheques or debit card. Please report such matters immediately, to customer services on 020-7398-5400.

11.5 You must never send a message which is offensive, frivolous or otherwise inappropriate. If you do so we may at our absolute discretion cancel the *i-bank* service without notice.

## **12 Termination**

12.1 You may terminate this service at any time within 30 days of entering into this contract if you change your mind. This will not affect any rights or liabilities' accruing to either party before this contract is terminated. Thereafter unless either party has a statutory right to terminate the contract without notice or there are exceptional circumstances, for example either party is in breach of these Terms, the contract may be terminated by either party giving not less than 30 days notice to the other.

## **13 Encryption And Viruses**

13.1 You should be aware that we use the very highest level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside the UK and Channel Islands. It is your responsibility to ensure that, if outside these places, your ability to use the *i-bank* service is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of not being able to use the *i-bank* service inside these jurisdictions.

13.2 The *i-bank* service is accessed through the Internet, which is a public system over which we have no control. It is therefore your duty to make sure the terminal or other device that you use is free from and adequately protected against computer viruses and other destructive or disruptive components.

13.3 Due to the nature of the *i-bank* service we will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the *i-bank* service unless such loss or damage is directly and solely caused by our negligence or deliberate default.

## **14 Data Protection Act 1998**

14.1 Information held by Reliance Bank Limited will be used only for the purposes registered under the act, including general business purposes, making credit decisions and marketing. You may request in writing a copy of your details held by us, for which a fee may be payable (maximum £10.00).

## **15 Law**

15.1 For account(s) held in the UK the contract is governed by, and is to be interpreted in accordance with, the laws of England and Wales.

## **16 Contact details**

Customer Services	020-7398-5400
General Fax	020-7398-5401
E-mail	info@reliancebankltd.com
<i>i-bank</i> Systems Support	020-7398-5400