

# Republic Bank Electronic Banking Services Terms and Conditions

This Agreement governs the Customer's use of Republic Bank's electronic banking services which permits Republic Bank's (as defined below) Customers to access account information and financial services through the use of personal computers, mobile devices or other similar access devices.

## 1. Definitions

- 1.1 "Account" means any bank account or investment account held with a Republic Bank;
- 1.2 "Customer" means a person who maintains an Account in a Republic Bank and has applied to access Electronic Banking Services;
- 1.3 "Designated Signature" means any combination of numbers or letters designated for the Customer's use as a means of the Customer's identification and authorization to access and use the Electronic Banking Services and includes any access codes, password, activation code, personal verification question or user identification;
- 1.4 "Device" means a personal computer, telephone, cell phone, smart phone, mobile device, wireless device, tablet device or any other electronic device that a Republic Bank may allow a Customer to use to access Electronic Banking Services;
- 1.5 "Electronic Banking Service" includes the following service channels; online and mobile banking (collectively called \"RepublicOnline\"), SMS banking services and any other alternative channel that a Republic Bank may from time to time offer the Customer to enable access to its Account;
- 1.6 "Republic Bank" or "a Republic Bank" means any Republic Bank which is a subsidiary of Republic Financial Holdings Limited that is licensed to conduct banking business or provide financial services in the jurisdiction in which it is located with which a Customer maintains an Account and with which the Customer has enrolled to access its Electronic Banking Services;

## 2. Acknowledgment of Receipt and Consent to this Agreement

The Customer acknowledges that a copy of this Agreement has been made available to the Customer and that the Customer has read and understood the terms and conditions of this Agreement before the Customer uses the Electronic Banking Services.

## 3. Access and Use of the Electronic Banking Services

- 3.1 The Customer may use the Electronic Banking Services to electronically access the Customer's Accounts and to perform services including but not limited to the following:
  - Balance Inquiry Information
  - Bill Payments
  - Domestic Wire Transfers
  - Statement Inquiry
  - Application for Investment Services

- Credit card payments
- International Wire Transfers
- File Upload requests

3.2 Any and all transactions initiated through the Electronic Banking Services to the Customer's Account through the use of the Customer's Designated Signature will be deemed authorized by the Customer without further verification. Republic Bank is hereby authorized to honour, execute and charge to the Customer's Account(s) those transactions.

3.3 Any balance shown through any Electronic Banking Service, if not otherwise specified, will reflect the available balance based on the debits and credits that the Republic Bank processed on the Customer's Account at the time of the enquiry. The Customer acknowledges that the available balance shown may not be the actual available balance on the Customer's Account. Differences in the available balance may be caused by deposits still subject to verification by Republic Bank, outstanding cheques not yet posted to the Customer's Account or other withdrawals, payments, holds or charges.

3.4 The Customer acknowledges that bill payments must be initiated at least five (5) business days before the actual due date of the bill. Republic Bank will not be liable for any loss or damages that may be incurred as a consequence of late payment of a bill or from erroneous payment or payment.

3.5 The Customer will instruct Republic Bank to transfer funds between the Customer's Accounts only when a sufficient balance is or will be available at the time of such instruction. Republic Bank will not be obligated to act on any withdrawal instruction from the Customer if sufficient funds, including overdraft lines of credit, are not available in the designated account.

3.6 Republic Bank may from time to time set or change limits for transactions that may be carried out by the Customer through Electronic Banking Services. Notification of changes will be in accordance with regulatory requirements of the country in which the Account is maintained. These limits, whether daily, weekly, per transaction or otherwise, may vary from country to country and will be made available in the Customer's branch or at Republic Bank's website or otherwise.

3.7 Any transaction of any Electronic Banking Service negotiated in a foreign currency will be converted at the exchange rate determined by Republic Bank, in its sole discretion, on the day the transaction is posted to the Customer's Account.

3.8 Subscription to SMS Alerts

- SMS alerts will be sent to the mobile number noted on the Customer's enrolment form;
- The Customer is required to notify Republic Bank or update his/her user profile to reflect changes in mobile numbers;
- Republic Bank shall not be liable for SMS alerts sent out to unintended recipients if mobile numbers are not updated or incorrect;
- There is a telephone charge imposed by the Telecommunications Service Provider for sending and receiving text messages on the Customer's mobile phone for this service.

#### **4. Costs and Charges**

Save and Except for corporate customers who are charged at the rates specified at the time of enrolment, Electronic Banking Services are free of charge. The normal charges associated with the Customer's account, transactions or services will continue to be applicable. Any Republic Bank reserves the right to review its pricing from time to time and change or amend charges to the Electronic Banking Services as deemed necessary and the Customer will be advised of these changes as they become applicable.

## **5. Designated Signature**

Protecting the security of the Customer's Designated Signature is important. The Customer agrees that the Customer has the sole responsibility for keeping the Customer's Designated Signature secure and that Republic Bank does not and will not know the Customer's Designated Signature.

The Customer agrees to keep the Designated Signature confidential at all times. No one but the Customer is permitted to use the Customer's Designated Signature. The Customer agrees not write down the Designated Signature, store the Designated Signature of electronic devices including cellular telephones or save the Designated Signature as a saved password on any electronic device used to access the Electronic Banking Service. If someone obtains the Customer's Designated Signature enabling them to access the Customer's Account, the Customer will be liable for their use of the Customer's Designated Signature and any transactions on the Customer's Account.

The Customer agrees to keep the Customer's Designated Signature safe and confidential and will not disclose it to any third-party. If the Customer knows or believes that unauthorized access to any Electronic Banking Service has or will occur or that the Customer's Designated Signature has become known to an unauthorized person, the Customer will immediately contact Republic Bank via the contact information listed on Republic Bank's contact page and take the necessary steps to change the Designated Signature. Republic Bank will be entitled to immediately act on any authorization received via any Electronic Banking Service. If the Customer permits other person(s) to use any Electronic Banking Service or the Customer's Designated Signature or it is used by an unauthorized person the Customer will be liable for any and all loss incurred from any transaction and Republic Bank will not under any circumstance be liable to the Customer for any loss as a result of the Customer permitting or authorizing another person(s) to use any of Electronic Banking Service or the Customer's Designated Signature.

The Customer agrees to keep his Designated Signature safe. In the in event the Customer is a corporate customer given the facility to nominate persons authorized to access its Accounts, the Customer will ensure that all such authorized users keep their passwords safe, do not write down the Designated Signature, do not store the Designated Signature of electronic devices including cellular telephones or save the Designated Signature as a saved password on any electronic device used to access the Electronic Banking Service and that the Customer and all authorized users will not share the same with anyone. The Customer agrees that the Customer will notify Republic Bank immediately if the Customer's Designated Signature is lost or stolen or if the Customer suspects that the Customer's Designated Signature has been compromised or that the Customer's account(s) has (have) been accessed by an unauthorized person in which event the Customer acknowledges that the Customer is obliged to contact Republic Bank's Customer Service at the number listed on Republic Bank's contact page.

The Customer agrees and acknowledges that the Customer's Designated Signature is not to be shared, divulged, or disclosed to anyone and that the Customer will only access

Account information and financial services by means of the Designated Signature assigned to the Customer. The Customer agrees that Republic Bank is authorized to process any instructions Republic Bank receives under the Customer's Designated Signature, and that these procedures are commercially reasonable.

## **6. Customer's Warranties and Representations**

The Customer represents and agrees to the following for the enrolling for Electronic Banking Services and by using any of the Electronic Banking Services:

- 6.1 The Customer is the legal owner of the Account and other financial information which may be accessed via use of the Electronic Banking Services.
- 6.2 Information provided by the Customer is accurate, current and complete, and the Customer has the right to provide such information to a Republic Bank for the purpose of using the Electronic Banking Services. This information includes but is not limited to the Customer's telephone number, name, address, mobile number and email address. The Customer agrees not to misrepresent the Customer's identity or the Customer's account information. The Customer agrees to keep the Customer's account information up to date and accurate. The Customer represents that the Customer is an authorized user of the Device the Customer will use to access Electronic Banking Services.
- 6.3 The Customer agrees to take every precaution to ensure the safety, security and integrity of the Customer's Account and transactions when using the Electronic Banking Services. The Customer agrees not to leave the Customer's Device unattended while logged into any of the Electronic Banking Services and to log off immediately at the completion of each access by the Customer. The Customer agrees that it is responsible for ensuring that any Device is protected from and kept free of viruses, worms, Trojan horses or other similar harmful components that could result in damage to programs, files or could result in information being intercepted by a third-party.
- 6.4 The Customer agrees not to use the Electronic Banking Services or the content or information delivered through the Electronic Banking Services in any way that, a) would be fraudulent including but not limited to the use of the Electronic Banking Services to impersonate another person or entity; b) that would violate any law, statute, ordinance or regulation; c) would be false, misleading or inaccurate; d) would be defamatory, trade libelous, unlawfully threatening, unlawfully harassing; and e) would interfere with or disrupt computer networks connected to the Electronic Banking Services.
- 6.5 The Customer agrees that the Electronic Banking Services is only for the personal or business use of individuals authorized to access the Customer's Account information. The Customer agrees not to make any commercial use of Electronic Banking Services or resell, lease, rent or distribute access to Electronic Banking Services.

## **7. Third Parties**

The Customer understands and agrees that:

- 7.1 Any Republic Bank may use a party retained by such Republic Bank to act on its behalf to provide or to assist Republic Bank in providing Electronic Banking Services

7.2 Other than subsidiaries and affiliates of Republic Bank, Republic Bank does not sponsor or endorse and is not affiliated with any third party;

## **8. Changes in Services / Terms**

8.1 Republic Bank may add, remove or change any part or feature of a service channel which is considered an Electronic Banking Service under this Agreement or introduce new channels without notice to the Customer. Notwithstanding any such change this agreement will continue to apply to all Electronic Banking Services offered by Republic Bank.

8.2 You agree that Republic Bank may amend the terms and conditions of this Agreement at any time providing that a minimum of thirty (30) days' notice is provided. Republic Bank can provide such notice to you using a method of communication determined by Republic Bank, which may include (without limitation), market announcements or notices published on Republic Bank's website, ATM Screens or in branches. You understand that when using Electronic Banking Services after a change to this Agreement becomes effective, you will be bound by the terms and conditions of the revised Agreement. If you do not agree to the proposed amendments to this Agreement, you may cancel the same in accordance with the provisions contained in clause 9 below.

8.3 A Republic Bank may discontinue any service channel which is considered as Electronic Banking Services under this Agreement without giving the Customer personal notice of such discontinuation. A Republic Bank may, in its sole discretion, give notice of any discontinuation of an Electronic Banking Service by making market announcements, publishing notices in Republic Bank's website, ATM Screens, branches or any other method of communication that Republic Bank chooses to utilize.

## **9. Cancellation**

The Customer may cancel this Agreement at any time by written notification to Republic Bank. Republic Bank has the right in its sole discretion to (i) limit, suspend or terminate the Customer's use of any Electronic Banking Service and cancel this Agreement, for any reason, at any time. Electronic Banking Services will not be cancelled until all pending transactions have been cleared. Republic Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination.

## **10. Confidentiality and Privacy**

10.1 Safeguarding customer's privacy and confidentiality is of paramount importance to Republic Bank. The Customer understands that while Republic Bank will use its best endeavours to ensure that all information transmitted or received using the Electronic Banking Services is secure and cannot be accessed by unauthorized third parties, Republic Bank does not warrant the security of any information transmitted by the Customer using the Electronic Banking Services. Accordingly, the Customer agrees to accept any risk that any information transmitted or received using the Electronic Banking Services may be accessed by unauthorized third parties and the Customer agrees not to hold Republic Bank liable for any such unauthorized access or any loss or damage suffered as a result.

The Customer agrees that Republic Bank protects all of Customer Information but there are instances where Republic Bank will need to provide Customer information to third parties and Republic Bank requires the Customer consent in order to do so. The use of the Customer's information is governed by Republic Bank's [General Privacy Principles](#) together with the terms of this Agreement.

In addition to the General Privacy Principles, The Customer hereby consent to the collection, use, disclosure, transfer and sharing Republic Bank (including its parent, subsidiaries, related entities or affiliates or their respective successors and assigns) (the "**Bank Group**") of information about the Customer collected during the course of your relationship with Republic Bank with any member or members of the Bank Group, in whichever country such member conducts business. The Customer also consent to Republic Bank collecting, using, disclosing, transferring and sharing information about you with any domestic or foreign: (a) governmental, regulatory (including bank regulators), tax, judicial, law enforcement, administrative or self-regulatory authorities, agencies or departments (b) financial institutions (including correspondent or intermediary banks) (c) entities providing outsourcing services to Republic Bank (d) credit bureaus or similar reporting agencies, or (e) authorities, agencies, departments or other parties as may reasonably be required for the purposes of (i) identifying you or anyone acting on your behalf; (ii) qualifying and providing you with products and services; (iii) processing your transactions; (iv) verifying Information you may provide; (v) managing Republic Bank's or the Bank Group's business; (vi) protecting you, Republic Bank or the Bank Group from error and illegal activity; (vii) facilitating domestic or foreign tax, regulatory or other reporting; (viii) contemplating or entering into business transactions such as selling or securitizing assets; (ix) complying with legal or regulatory obligations including responding to requests made pursuant to applicable treaties; or (x) informing the Customer about other products or services.

10.2 It is the Customer's decision to communicate personal information to Republic Bank through the Electronic Banking Services. Republic Bank is not and shall not be held responsible and liable for any unauthorised access or interception to information submitted through this website. All information submitted to Republic Bank through this website shall be deemed and remain the property of the Republic Bank.

## **11. Limit of Liability**

11.1 Republic Bank will make reasonable efforts to ensure full performance of the Electronic Banking Services. Republic Bank will be responsible for acting only on those instructions sent through Electronic Banking Services, which are actually received. Republic Bank does not assume responsibility or liability for malfunctions for whatever reason in communications facilities not under its control that may affect the accuracy or timeliness of messages the Customer sends.

11.2 Republic Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any third party including but not limited to telecommunications providers, caused by any browser software malfunction, or for any failure or delay by Republic Bank in processing any Electronic Banking Service transaction which results from any interruption of the Republic Bank's business due to equipment failure or malfunction, energy shortage, fire, flood, civil commotion, acts of terrorism, labour difficulties, adverse weather conditions or any other circumstance or event outside the control of Republic Bank. Further, Republic Bank is not responsible should the Customer give incorrect instructions or if the Customer's

payment instructions are not given sufficiently in advance to allow for timely payment.

11.3 The Customer agrees that in no event will Republic Bank be liable for any costs, fees, losses or indirect, special, consequential, exemplary, incidental or punitive damages of any kind incurred by the Customer by its use of the Electronic Banking Services.

11.4 Any information the Customer receives from Republic Bank is believed to be reliable. However, it can only be provided on a best effort basis for the Customer's convenience and is not guaranteed. Republic Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. Republic Bank is not responsible for system disruptions or unavailability of the Electronic Banking Services including but not limited to disruptions caused by any computer virus or related problems.

***REPUBLIC BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING INTERNET BANKING SOFTWARE OR SERVICES OR BROWSERS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.***

## **12. General Indemnity**

Except to the extent caused directly by Republic Bank's negligence, fraud or willful misconduct, you, the Customer, agrees to indemnify and hold harmless Republic Bank against any claim, cost or liability incurred by Republic Bank in connection with or arising out of the Customer's use of any Electronic Banking Service or any other dealing between Republic Bank and the Customer, including all and losses arising out of, or incidental to, the use, including all unauthorized use of Electronic Banking Services. This indemnity is in addition to any other indemnity or assurance against loss that the Customer may provide to Republic Bank and will survive any termination of this Agreement.

## **13. Wire Transfers Indemnity and Limitation of Liability**

Specifically, the Customer agrees that in sending or initiating any type of wire transfer using the Electronic Banking Services, the Customer agree that: (a) Republic Bank will not be liable to me under any circumstances for any loss, injury or damage as a result of Republic Bank acting on or processing the Customer's instructions, or instructions purporting to be from the Customer (including any direct, indirect, consequential, exemplary, incidental, punitive or special damages arising from any cause of action, including fraud); and (b) to indemnify Republic Bank and keep Republic Bank indemnified at all times and hold Republic Bank harmless from and against any and all claims and demands, actions and proceedings, damages, (whether direct, indirect, consequential, exemplary, incidental, punitive or special damages even if you have been advised of the possibility of such damages in advance), losses, costs and expenses, including but not limited to all legal costs, of whatsoever nature and howsoever suffered or incurred by Republic Bank arising out of or in connection with Republic Bank acting on the Customer's instructions, or instructions purporting to be from the Customer. This indemnity is in

addition to any other indemnity or assurance against loss that the Customer may provide to Republic Bank, and will survive any termination of this Agreement.

#### **14. Notices**

14.1 Any instruction issued to Republic Bank may be given by the Customer in person at the Customer's branch or delivered to the Customer's branch in writing. The Republic Bank, in its sole discretion, may also accept instructions through post, when received at the relevant branch, by e-mail, facsimile or telephone.

14.2 Republic Bank will use the address and any other contact details provided by the Customer for the account(s) records to contact or provide notice to the Customer. The Customer agrees to advise Republic Bank of any changes to these details as soon as possible. Republic Bank may contact the Customer by means, including without limitation, post, computer, internet, networks, telephone, mobile phones, smart phones, electronic message, facsimile, bank wire or other methods of telecommunication or electronic transmission.

14.3 Any notice from the Customer will be deemed to have been delivered when received by the Republic Bank. Any notice from Republic Bank to the Customer will be deemed to have been received by the Customer two (2) days after the notice was first posted on our automated teller machine screens or on our public internet sites or after being mailed to the Customer.

#### **15. Other Agreements**

Unless otherwise stated, this Agreement is in addition to all other existing agreements between the Customer and Republic Bank including any card agreement, account mandate with Republic Bank or signature card previously executed by the Customer. If there is a conflict between the existing agreements and this Agreement, the existing agreements prevail except for the provisions of this Agreement regarding any actions taken by the Customer using the Electronic Banking Services including, Bill Payments and Transfers.

#### **16. Dispute**

Republic Bank will attempt to amicably settle any dispute or difference arising out of this Agreement with the Customer. If Republic Bank cannot arrive at an amicable resolution within a reasonable period of time as determined by the Republic Bank, in its sole discretion Republic Bank may initiate legal proceedings.

#### **17. Severability**

In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable. The Customer agrees that notices or correspondence from the Customer to the Republic Bank, must be in writing and sent to the Customer's home branch address.

## **18. No Waiver**

The customer understands and agrees that no delay or failure on Republic Bank's part to exercise any right, remedy, power or privilege available under the Agreement will affect or preclude Republic Bank's future exercise of that right, remedy, power or privilege.

## **19. Joint and Several Liability**

Where the Electronic Banking Services are linked to a joint account, all joint account holders are jointly and severally liable under the provisions of this Agreement.

## **20. Jurisdiction**

This Agreement is governed by the laws of the jurisdiction in which the Customer's Account with Republic Bank is located.

## **21. Online Statements**

"**Online Statements**" means the statements for each of Accounts or credit cards accessible to the through RepublicOnline.

This section governs your relationship with Republic Bank in relation to your access to Online Statements.

### **21.1 Cessation of printed statements**

By registering for RepublicOnline, the Customer understand and agree that Republic Bank will not mail or otherwise deliver printed statements, unless Republic Bank in its sole discretion deems it appropriate to do so.

### **21.2 Accessing Online Statements**

The Customer agree to examine each Online Statement at least once every 30 days. The Customer agree to notify Republic Bank of any errors, omissions or irregularities or suspicious or irregular activity in writing within 30 days after the date on which the relevant entry was posted to the Customer RepublicOnline. The Customer acknowledges that the Customer banking activity that occurred prior to your RepublicOnline registration may not appear in the Customer's Online Statements.

### **21.3 Failure to Notify Republic Bank**

If you fail to notify Republic Bank of an error, omission or irregularity in any of your Online Statements in writing and within the time period in section 21.2 above, then the Customer agrees that:

- all entries and balances are correct;
- all instruments paid from the Customer Account are genuine, duly authorised and properly signed;
- all amounts charged to the Customer Account are properly chargeable to the Customer;
- The Customer is not entitled to be credited with any amount that is not shown in the Online Statements; and

- you release Republic Bank from all claims in connection with the relevant account or credit card.

You will be bound by sections 21.2 and 21.3 of this Agreement even if you do not review your Online Statements at least once every 30 days.

- 21.4 In the event of any conflict between the provisions in this section 21 and provisions contained in any agreement in relation to Republic Bank's obligation to mail or send the Customer statements, then the provisions of this Section 21 will prevail.