



1.0 Introduction

These Terms and Conditions between you and BSP outline and govern the Terms and Conditions for accessing your personal accounts via BSP Internet Banking Services. These Terms and Conditions are in addition to the *Electronic Banking Terms and Conditions* and those that apply to any accounts you have with us or any other services you may obtain from us.

The following Internet Banking Services will be governed by these Terms and Conditions:

- Account Balances
- Account History
- Funds Transfer (Internal & external)
- Bill Payment
- Schedule Payment
- Secure Mail

By registering and using the Internet Banking Services provided by BSP Fiji, you agree to abide by these Terms and Conditions. All applicable laws and regulations of the Republic of the Fiji Islands will govern these Terms and Conditions.

You may print this document for your files or you can request a copy at any BSP branch nearest to you or contact our Call Centre on 132 888 or (679) 3234-300 from overseas.

2.0 Definitions and Interpretation

The following definitions apply unless otherwise stated:

“Account(s)” refers to any account You have with BSP that You have nominated and which BSP has agreed is accessible by Internet Banking

“Account Holder” refers to a person who has an account in their own name or, if in joint names, in respect of which BSP may act on the instructions of any 1 or more of them.

“Authorised Agent” refers to any third party authorised by signatories to Your account to access and operate Your Account(s), which includes value and non-value transactions and making BillPay payments, and is approved by BSP. If You are a BSP credit card account holder and nominate access to this account via E-Channels, each additional cardholder will be an authorised agent for these E-Channels Terms and Conditions.

“Banking Day” refers to any day on which banks in the place where you are registered for Internet Banking are open, not including weekends, public holidays or bank holidays. Saturday and Sunday are not classified as banking days even though some branches may be open for business.

“BSP Internet Banking” refers to a secured Internet based service that provides access to BSP Banking Services online.



“Call Centre” refers to BSP 24 hours 7 days a week Help Desk, contacted on 132888 or (679) 3234300.

“CIF” refers to customer information file that stores all your BSP accounts

“Debit Card” refers to Your EasyCard or MoneyZone Card that is linked to your nominated Account/s

“Help Desk” refers to BSP Call Centre

“Nominee” refers to you as an individual operating Internet Banking for yourself or a person authorised by the account holder to operate Internet Banking

“Password” refers to a confidential alphanumeric containing a number of characters predetermined by us. When used with your Customer Number, it gives access to our Internet Banking site.

“Primary Account” refers to your nominated account where transfers can be activated.

“Secure Mail” refers to BSP Internet Banking online mail where customers send and receive Internet Banking related mails.

“Services” refers to any Internet Banking services provided to you

“Terms and Conditions” refers to these BSP Internet Banking Terms and Conditions which may be amended from time to time

“User” refers to the account owner and authorised person to operate the account as a User

“User ID” refers to your login registration to Internet Banking

“Website” refers to BSP’s official website accessible at www.bsp.com.fj.

“We, us or our” refers to BSP and its entity which is governed by these Terms and Conditions

“You” refers to the person who has accepted these Terms and Conditions, has an Account in his or her own name or in joint names, liable for the use of the Account jointly, and on whose instructions BSP may act.

“Your” has a corresponding meaning as “You”.



3.0 Terms and Conditions

3.1 Amendments to Terms and Conditions

These Terms and Conditions may be amended in whole or part at any time within thirty (30) days of written notification prior to the change taking effect as required by law. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access. Amendments or changes to this Terms or Conditions may be made without prior notice if it does not result in higher fees, more restrictive use of service, or increased liability to you.

3.2 Acceptance of Amendments to Terms and Conditions

Continue use of our Internet Banking after notification of amendments in 3.1 above will signify your acceptance of the changes.

3.3 Fees and Charges

You agree, for yourself, to the Terms and Conditions of this service and the schedule of charges that may be imposed either through your use or a Nominee. You authorize BSP to deduct these charges as accrued directly from your nominated account.

Fees and charges of accounts accessed via BSP Internet Banking may continue to apply unless stated otherwise. Any fees and charges that may be introduced for Internet Banking will be communicated to you via public mediums.

3.4 Failure by a Nominee

You are responsible for all transactions that you or your nominee make or authorize, even if the person you authorize exceeds your authority and fails to observe these Terms and Conditions.

If you have given someone your BSP Internet Banking User ID and Password, you must change your Password or other means of access or take additional steps to prevent further access by such person.

3.5 Account Disclosures and Money Laundering

You authorise BSP by accepting these Terms and Conditions to disclose to third parties, agents, and affiliates, such as a Regulator, Government Agency, Statutory Body, Independent Auditors, Consultants or Attorneys who are authorised by the law of the jurisdiction to make such an enquiry, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- To comply with government agency requests or court orders
- To report suspected breaches or unlawful conduct
- To verify the existence and condition of your account to a third party, such as a credit bureau or merchant



- To provide services relating to your account to offer other products and services
- To other entities if you give us permission

We are also governed by the anti-money laundering law of this country whereby you will be required to provide all information to BSP to comply with this law absolving BSP from any liability if restrictions are placed on your accounts such as delaying or stopping the processing of any of your transactions that may be considered in breach of this law.

4.0 BSP Internet Banking

4.1 Registration

- (i) To register for BSP Internet Banking, you will need to:
 - have written parental / guardian consent for 13 to 18 years debit card holders
 - be over 18 years
 - have met all BSP Internet Banking customer requirements
 - Accept BSP Internet Banking Terms and Conditions
- (ii) We will provide you with a BSP Internet Banking User ID via a Notification letter (via email or postal) to confirm your registration.
- (iii) As soon as you receive the notification, you are to call our Call Centre on 132 888 to acquire your Internet Banking User Password that will enable you to make the first login.
- (iv) In order to proceed, you will be asked to **ACCEPT** the BSP Internet Banking Terms and Conditions confirming that you have carefully read and understood the rules governing its operations.
- (v) You will need to re-set your password by selecting a personalised password that is easy for you to remember but difficult for anyone else to guess. You must not select an unsuitable password. Unsuitable passwords including number and letter combinations that may be easily guessed (eg. 3456, ABC, 1111, AAA), passwords used by you for other banking or non-banking services, or any other easily accessible personal information (eg. birthdate, family, pet or street names).
- (vi) You must keep your Internet Banking Password confidential at all times.

4.2 Additional Internet Banking Services

BSP may, from time to time add, amend or delete services provided via Internet Banking. We will notify you of the availability and terms of these new services and any amendments or deletions of any existing Internet Banking services. By using these additional services when they become available, you agree to be bound by these Terms and Conditions and any



additional instructions, procedures and terms provided to you with respect to each of these new services.

You agree that further consent for your Nominees access to additional or amended services will not be required.

4.3 Internet Banking Accounts

- (i) You must be an owner or authorised signatory on each account you wish to link and access on BSP Internet Banking.
- (ii) You will be required to select an Account from your list of accounts linked to BSP Internet Banking to be your primary account where funds transfers can be activated.
- (iii) BSP reserves the right to restrict or limit the accessibility and transaction carried out on certain account type which will be communicated to you during registration.
- (iv) Joint accounts linked to BSP Internet Banking may only be accessible where operation type is either to sign. Restriction may be placed on joint accounts where both are required to sign. BSP will notify you accordingly during registration.
- (v) BSP is authorized by you to honour transactions on your account where correct log in details User ID, CIF or Password has been provided.

4.4 Internet Banking Transaction

Our Internet Banking service is generally available 24 hours a day, 7 days a week. We only process transactions and update information on business days. Our business days are Monday to Friday. Any account transfers made on Internet Banking before 5.00 pm, Monday to Friday will be posted on the same business day. Saturdays although some branches may be open, Sundays and Holidays when the bank is closed are not considered as business days.

The BSP Internet Banking service will allow you to perform the following transactions:

- Transfer funds from your primary account to your linked accounts (within CIF) or to 3rd parties i.e. other accounts within BSP or at other banks
- View Balances of your Internet Banking linked accounts (including linked Credit Cards)
- View Account History
- Bill Payment
- Schedule Payments for future dated

4.5 Limits on Internet Banking Transactions

You must have sufficient money or credit in your primary account from which you instruct us to make a payment or transfer. BSP Internet Banking



will only allow transfers or withdrawals totalling FJ\$1,000 daily. This is to comply with the Reserve Bank of Fiji regulatory requirement under the Financial Transaction Act.

Some accounts have transfer limitations, as described in the account disclosure provided to you at the time the account was opened. Any limitation that apply to your account(s) regarding deposits, transfers and withdrawals also apply through BSP Internet Banking.

4.6 Transfer Time within BSP

You will be able to initiate a transfer of available funds from your primary account to your other nominated accounts with the same CIF within BSP. Your primary account will be automatically debited and the transferred amount will automatically be credited to your selected account.

This transaction will be available for viewing online to confirm the account/amount debited and account/amount credited as soon as the transfer is done and respective account balances.

4.7 Processing of Bill Pay

After accepting the E-Channels Terms and Conditions, the Internet Banking Terms and Conditions and changing your password, BSP will allow you access to all Your BSP nominated Account(s) and registered Biller(s) via BSP Internet Banking.

BillPay will be offered via BSP Internet Banking which allows you to pay utility bills. You are responsible for ensuring that You and / or Your authorised nominee authorise a BillPay payment taking into account the Billers due date for payment, Banking Day and Cut Off Time.

BSP will not be responsible or obliged to effect a BillPay payment instruction if it is not made in accordance with these Terms & Conditions or E-Channels Terms and Conditions if BSP considers that the information given is incomplete and / or inaccurate. You acknowledge that BSP is entitled to rely on the information given to it as being accurate.

4.8 Accuracy of Information

Before you make any transaction in BSP Internet Banking, you should check it to ensure the information you supply is accurate. You are responsible for these transactions, so you need to take care that any transaction you supply is accurate and that you inform us as soon as you think there has been an error or mistake. We accept no responsibility or liability for the accuracy of the information you supply.

4.9 Account Information

You may use BSP Internet Banking to receive, download, and store or print information regarding your linked account, statement for the Account, debits and credits made to the account, amounts drawn on the account and the daily account balance including interest and fees.



Transactions yet to be posted to your account for that business day may not be included as only "posted data" is made available to you.

4.10 Account Statement

Transfers and withdrawals transacted through Internet Banking will be recorded on your account statement.

5.0 Security

- i) Where website security is concerned, BSP employ a high level of security monitoring and software technology to keep your information secure.
- ii) BSP's Internet Banking transmits data using SSL (Secure Socket Layer) technology that supports 128-256 bit key encryption. You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation, and maintenance of your own personal computer and for all related costs.
- iii) We strongly recommend that you safeguard your online personal and account information with up to date Internet security software and operating system updates. You are solely responsible for scanning the Hardware and the Software for computer viruses and other related problems on an ongoing basis.
- iv) As part of the extended validation, Users can verify the authenticity of BSP Internet Banking security via their Browsers, which would indicate a secured site.
- v) You must safeguard your BSP Internet Banking password at all times. This means you must:
 - Take all responsible steps to avoid being observed when entering your Internet Banking Password
 - Not leave your computer unattended when signed on to BSP Internet Banking. You should always exit BSP Internet Banking after you finish viewing your accounts. Never leave your computer unattended while accessing BSP Internet Banking. If you do, a third party may be able to access your accounts from your terminal, without ever needing to use your password.
 - Not give your BSP Internet Banking Password to anyone (including the police, bank staff or your family). Anyone to whom you give your customer number and password will have full access to your accounts even if you attempt to limit that person's authority.
 - Not keep a written or electronic record of your BSP Internet Banking Password. Because this information is used to access your accounts, you should treat it as you would any other sensitive personal data.

6.0 Secure Mail Service



You may use BSP Internet Banking Secure Mail service to send electronic mail (e-mail) to us. The e-mail service may not be used to make bank transfers between accounts. Please do not include any information that you do not wish to be shared with others. E-mail transmitted by you to us via BSP Internet Banking Secure Mail may be delivered to us immediately but the feedback may take some time.

We will not be responsible for acting on or responding to any e-mail request made through BSP Internet Banking Secure Mail until we actually receive your e-mail message and have a reasonable opportunity to act.

You should check your messages on BSP Internet Banking regularly; we will attempt to notify you via Secure Mail in the event of any technical difficulties or other occurrence that may affect your use of BSP Internet Banking.

If you need to contact us immediately to report an unauthorized use of your Password, to report unauthorized access to an account, or for any other reason, you should call our Call Centre on 132 888 or (679) 3234-300 from overseas.

7.0 Our Liability for Failure to Complete Payments or Transfers

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

However, there are exceptions. To the extent permitted by law, we will not be liable to you for any direct or indirect costs, losses, damages or other liabilities, for instance:

- (i) If through no fault of ours, you do not have enough available money in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.
- (ii) If any payment or transfer would go over the credit limit of any account.
- (iii) If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- (iv) Natural disasters (fire, floods, cyclones, hurricanes, etc) or other uncontrollable circumstances prevent proper completion and delivery of the transaction.
- (v) If the money in the account from which a payment or transfer is to be made is subject to legal process, or other claims restrict the transaction.
- (vi) If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.
- (vii) Other applicable laws and / or regulations that exempt us from liability.

8.0 Errors and Questions

We agree to correct any error made in crediting or debiting any account by making appropriate adjustments to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.



In case of errors or questions concerning transactions done using BSP Internet Banking, please do one of the following as soon as possible:

- (i) Contact our Call Centre on 132 888 or (679) 3234-300 from overseas
- (ii) Visit your nearest BSP Branch
- (iii) Write to: Customer Care Manager
Bank South Pacific Limited
Customer Care Department
Private Mail Bag
Suva
Fiji
- (iv) Facsimile: (679) 3304-122
- (v) Email: CustomerCare@bsp.com.fj

9.0 Disputes

BSP will do its best in resolving any dispute arising from your use of our Internet Banking. A Customer Complaints Management process is in place which will be referred to when dealing with disputes.

You agree that any unresolved dispute arising under these Terms and Conditions will be submitted to the non-exclusive jurisdiction of the courts of the Republic of the Fiji Islands.

10.0 Online Disclosure Acceptance

By clicking **ACCEPT** you accept the BSP Internet Banking Terms and Conditions and Disclosures provided to you online.

You may print a copy at the link noted below or obtain a printed copy from your nearest BSP Branch or you can contact our Call Centre on 132 888 or (679) 3234-300 from overseas and request that a copy be mailed to you.