

1. Introduction

The internet banking terms and conditions delineate the duties of a user and the Warwyck Private Bank Ltd ("WPBL") concerning internet banking facilities offered to its clients. The terms and conditions present in this document can be varied in necessary cases.

2. Definitions

Account Owner means the person(s) in whose name an account is opened and is in charge for all the transactions related to this account.

Authority means officials of WPBL where Account Owners may designate one or more official(s) to have access to their accounts. It is not necessary for any official to access the account of any client unless the client wants a third party to do so or to associate with other accounts from other bodies as agreed by those bodies. Companies and other bodies which decide to assign tasks or associate accounts from other bodies must supply WPBL with the proper authority.

Authorised person means the individual who has been designated by the Account Owner to perform administration duties as their representative. These duties are as follows: (i) adding, altering or withdrawing a user, (ii) add and appoint User access, (iii) alter the prevailing Daily limit, (iv) alter contact details.

Business Day means a day when Warwyck is operational. This will exclude Saturdays, Sundays and Public holidays even if some divisions of the bank may be operational.

Customer ID is the unique ID that is used to identify a customer when he/she accesses the internet banking system. The customer will need a combination of the Customer ID, password and the security token.

Daily Limit means the permitted total payment that can be made daily for all accounts available through the WPBL Internet Banking service Type selected.

Identification Codes means any ID, password and any such other code which WPBL issues so as to use the Internet banking facilities given by the bank.

Password is a secret code that is only known to the customer. The account holder should use the password together with the customer ID and security token in order to log in for Internet Banking. Detailed information will be issued by the bank concerning the procedures to be followed when accessing the service.

Security Token is used to prove one's identity electronically. The token is used in addition to a password to prove that the customer is who they claim to be. The token acts like an electronic key to access the internet banking system.

Third Party Access is when a third party Account Owner has given permission access to their account through the Internet Banking service.

User means Account owner or Authorised person or any person other than the Account Owner or other than the Authorised Person as designated by the Account Owner or the Authorized person to transact through internet Banking

Warwyck Internet Banking means internet banking facility offered by WPBL to its clients

Warwyck Internet Banking service Type means the way that Internet Banking facility functions for a particular subscriber and also the variety of tasks that the subscriber can carry out.

Encryption is used to secure the data transfer/exchange between the customer and WPBL over the internet. The privacy of communications between the customer (your browser) and WPBL servers is ensured via encryption.

3. Authorisation

The Account Owner gives approval for WPBL to authorise transactions on the Account Owner's account as per the WPBL Internet Banking Service Type designated provided that proper Identification keys should have been issued by Warwyck.

The Account Owner gives permission to Warwyck to deduct from his account the fees to be paid to the bank in exchange of the Internet Banking services. For better understanding, these charges do not comprise of any other charges required for other transactions not related to Warwyck Internet Banking services.

The Account Owner authorizes Warwyck to derive the amount that is being transacted through Internet Banking provided that the funds are sufficient in his account to execute the transaction.

The Account Owner admits that an authorized person or a user who use the services of Internet Banking provided by Warwyck, may also have to pay fees or charges related to this facility, in addition to the fees that the Account Owner is already incurring.

4. Payment through Warwyck Internet Banking

4.1 Warwyck is only in charge of applying care when transacting payments upon the User's authorization in compliance with these terms and conditions. Warwyck will not be responsible for the following causes:

- not enough funds to execute the transaction on the day it is done;
- mails are not delivered at the proper time;
- inexact information input by the customer for the transaction payment;
- alterations in the payee's contact details or account number provided Warwyck was not previously informed of these changes;
- if the payee has not provide for or credited the payment in the appropriate manner;
- any unwanted individual taking advantage of the service; or,
- any event which is beyond the power of Warwyck.

4.2 Payment Limits

Warwyck Banking has the right to enforce a payment limit. This limit will have an effect on the amount of payment which can be done using Warwyck internet. Payment limits may apply to the banking transactions where the payment exceeds the limit imposed by the Bank.

4.3 Cut off Times

Transactions will be performed only if instructions are received before the cut off time, else it will be processed on the next Business Day. This is true even if the balance on an account has changed according to the Internet Banking.

Different types of instructions are allocated different cut off times.

Cut off times may be changed by Warwyck anytime. Normally, Warwyck will inform its clients about lasting changes but it may find it unnecessary to notify when it concerns short term changes.

4.4 Cancel or Change Payment Instructions

If Warwyck has accepted and responded to an instruction, the Account owner or Authorised person does not have the right to revoke or change that instruction.

4.5 Responsibility for correct details

An Account Owner or Authorised person must be certain that the correct details are specified when performing payments transactions.

5. Security

5.1 Use of Identification Codes

Identification Codes enable a client to access and transact on his account and the Account Owner should authorize Warwyck to grant such access. Therefore, the Account Owner has the duty to keep secret and safe the Identification Codes and security token given to him by the Warwyck. When the Account Owner gets access to internet banking for the first time, he has to change the password of the Identification Keys and he must make sure that any Authorised Person or User does the same.

The Identification Codes should be kept secret by the Account Owner, that is only he should be aware of it. If the Account Owner has given permission to an Authorised person or a user, then he should guide them about the Identification Codes separately.

If the Identification Codes are entered wrongly for 3 times at one go by an Account Owner, Authorised Person or a User, Internet Banking services may become inaccessible to one of the party. In the event of this occurrence, Warwyck can be contacted to reactivate access.

5.2 Security Information

The Security guide found on the Warwyck Banking's Internet site should be thoroughly read by the Account Owner, Authorised Person or User, along with this manual and should make sure to abide by all the rules present in both documents.

If a customer has not properly abided by the security guidelines as per the paragraph 6.2, it will constitute a breach of his confidentiality and this may result into unlawful transactions on his account.

5.3 Breach of integrity suspicion concerning Identification Codes

In the event that there is a doubt concerning the security of the Identification Codes, the following procedures may be taken:

- The Identification Codes should be renewed;
- Contact Warwyck and relate about the potential breach.

6. Liability

6.1 Where the Account Owner is not held liable

The Account Owner will not be responsible concerning damages incurred from unlawful transactions where:

- the transaction involve the staff or agents of Warwyck or companies dealing with networking management and there has been fraudulent or negligent acts from their part;
- the transaction was performed after Warwyck has been informed of the insecurity of the Identification Codes which has been either misused, lost or stolen. An explicit notification should have been made and the date of obtaining such notification will be the decisive date. Please do note that Warwyck may take up to two hours to take necessary actions to disable the internet banking access. But Warwyck will try to take necessary actions within the shortest delay.
- there is misplacement of any component of an access system that is falsified, defective, no longer valid or cancelled.

6.2 Liability of the Account Owner

The Account Owner will be held liable for the accrued losses resulting from any undertaking performed by an Authorized person or a User or by any other person who have the permission of the Authorised Person or User. The Account Owner will be responsible for all losses which occurred due to unapproved transactions performed by an Authorised Person or a User:

- getting involved into fraudulent actions;
- Voluntarily revealing any of the Identification Codes to anyone;
- keeping information about Identification Codes without taking the precautions to stop unauthorized access;
- Inserting their Identification Codes or a concealed record of it on an electronic device such as a mobile phone;
- Choosing an Identification Code which is similar to their birth date or any common code which is easily discernible;
- Not acting with enough care when it comes to the duty to safeguard the Identification Codes.

The Account Owner will also be held liable in the case that an Authorised person or a User use Warwyck Internet Banking services with the help of a computer in which there is a software that can disclose certain information about the account or details about the Identification Codes to a third party provided that the Account Owner is aware of it.

If there is an unaccepted transactions performed by a User or security of the identification Keys has been compromised and the Account Owner fails to inform the Warwyck in a timely manner, he will be liable for the losses incurred. The decisive date will be the date when the notification has been obtained by Warwyck.

6.3 Liability of Warwyck

This part describes the situations where Warwyck is liable towards the Account Owner to the scope that Warwyck's Liability has appeared in other documents.

It should be noted that Warwyck will not be liable in the event that it has not granted access for internet banking facilities to an Account Owner.

Warwyck is only in charge to perform Warwyck Internet Banking service as described in these terms and conditions unless otherwise stated in by an applicable law.

In the event that there have been fraudulent acts, breach of duty of care or intentional failure to perform its obligation on the part of Warwyck, it will take the full responsibility concerning the actual and foreseeable losses or damages suffered by the Account Owner.

Warwyck will not be held responsible in the following occurrences:

- If the Account Owner does not have sufficient amount of money on his account to execute a transfer provided that there has been no failure from Warwyck's part;
- If a transfer is not executed because of unforeseeable situations and where the situation is beyond the power of Warwyck despite necessary measures have been taken;
- If there is a lock on the account of the Account Owner or the access is no more permissible due to banking policies;
- In the event that there are legal actions going on related to the funds of the Account Owner or other obstructions limiting transfer;
- If the law no more give the right to the Account Owner to perform transfers;
- If the Account Owner, Authorised Person or User suspects that an individual has dealt with the Account Owner's account without authorization and Warwyck was not informed in a timely manner;
- If a User has failed to stick to the guidelines concerning transfers in these terms and conditions;
- If an account Owner, an Authorised Person or a User has provided Warwyck with wrong or insufficient details concerning the account or transfer;
- If there is suspicion that the password or account has been used without permission or if the Account Owner fails under these terms and conditions, or any agreements with Warwyck;
- The Account Owner downloads any file or software from Warwyck website at his own risk. He should do so according to the terms and conditions related to the software.

WARWYCK SHALL NOT BE HELD LIABLE FOR ANY SITUATIONS OCCURING OUT OF THE ONES STIPULATED IN THESE TERMS AND CONDITIONS.

6.4 Indemnity

The Account Owner consents to indemnify, defends and holds Warwyck, its associate entities, directors, and staff members from third party protest, requests, lawsuit or other proceeding and any payment concerning Warwyck Internet Banking.

6.5 Third Parties

Warwyck will not be held responsible in the event of failure from the part of any third parties mentioned below:

- (1)Internet Browser provider;
- (2)Internet Access provider;
- (3)Online service provider; and,
- (4)User's equipment or software.

Moreover Warwyck will not be responsible for any damages occurring due to the User access or inaccessibility to Warwyck Internet Banking.

7. Terminations

7.1 The Account Owner may cease the Internet Banking facilities by explicitly informing his intention to Warwyck.

7.2 In the case that Warwyck has sound reasons to do so, it can stop temporarily or permanently use of Warwyck Internet Banking without informing the User. For example in the case where there are unlawful transactions being performed or when the User has stopped using Warwyck for a long period of time.

8. General

8.1 The Account Owner accepts being communicated advertising materials related to Warwyck or its other associates.

8.2 Any person agreeing to use Warwyck Internet Banking is deemed to have read, understood and agreed to be bound by the present terms and conditions and any procedures or rules as now subsisting or as at any time altered or added to.

8.3 This Application form and the contents therein shall be governed and construed in accordance with the laws of Mauritius. Each party irrevocably agrees that the courts of Mauritius shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Application form.

8.4 From time to time, the Warwyck may add, delete or alter the features of Warwyck Internet Banking or the present terms and conditions, procedures and rules that apply to it. Amendments to rules or features of an account will be either displayed on the Warwyck's notice board or Internet Banking or any other medium which Warwyck may deem fit.

8.5 The Account Owner must immediately notify in writing to Warwyck any change in the information provided together with proper evidences.