

**Electronic Channels
Terms & Conditions**



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1. INTRODUCTION

These Terms and Conditions apply to BSP Electronic Channels (E-Channels) as at 1 November 2010.

BSP Electronic Channels is a range of banking services accessed by an electronic terminal, a computer or mobile device. These Terms and Conditions apply to all BSP SMS Banking, Internet Banking, ATM and EFTPOS Services.

These Terms and Conditions supersede all other BSP and CNB produced Terms and Conditions relating to any Electronic Channels product prior to the 1 November 2010.

Please read these Terms and Conditions carefully before You use BSP's Electronic Channels. If You do not understand any part of these Terms and Conditions, or if You have any questions, please speak with any BSP staff at any branch or call our Help Desk on 132 888 or (679) 3214-300 for international callers.

1.1 Defined Terms

“Account(s)” means any account You have with BSP that You have nominated and which BSP has agreed is accessible by the electronic banking channels.

“Account Current Balance” means in relation to an account at any time the balance of the account incorporating the most up-to-date information available to the service at that time. The account balance may not include all transactions that have occurred prior to that time and may not always represent the amount of funds that are actually available for withdrawal at that time.

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

“Account Signatory” means the person or persons who are authorised to operate on an account under the relevant account signature mandate.

“ATM” means an Automated Teller Machine and is an approved electronic device capable of automatically dispensing cash and any other services that may be introduced by Electronic Channels.

“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.

“Available balance” means the amount of funds available in the account which may be accessed for use pursuant to these Terms and Conditions. It includes any unused overdraft or other agreed credit facility but does not include any uncleared deposits or value held against the balance or interest accrued but not credited or deposits in transit.

“Banking Day” means any day other than a Saturday, Sunday or a day gazetted as a public holiday throughout Fiji in which the banks are open for business and are able to effect settlement through the Reserve Bank of Fiji.

“Biller” means an organisation registered as a payee under BSP’s BillPay Scheme.

“BillPay” means an electronic payment service provided by BSP to You and Billers, whereby BSP accepts payment by You of Accounts rendered by a Biller.

“BillPay payment” refers to a payment from Your BSP Account to a Biller through BillPay.

“BSP” means Bank South Pacific (Fiji) Limited, a company incorporated in Fiji with its registered office at 10th Floor, Suva Central Building, Corner of Renwick Road and Pratt Street, Suva and includes its successors and assigns.

“BSP Customer Number” means a unique identification number issued by BSP to allow us to identify You when calling the BSP Help Desk.

“BSP SMS Banking” means the service which enables the electronic receipt and transmission of information about Your Account/s and to carry out a range of transactions using Your registered mobile device as per the “Telephone Services Decree 2010”.

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

“CNB” means Colonial National Bank, a company incorporated in Fiji and owned by BSP with its registered office at Level 10, Suva Central Building, Corner of Renwick Road and Pratt Street, Suva and includes its successors and assigns.

“Cut Off Time” means the time, as BSP advises You from time to time, by which Your payment instructions must be received by us in order for these instructions to be processed or to allow for transmission to an external party or other financial institution.

“Debit Card” means Your EasyCard or MoneyZone Card that is linked to Your nominated Account/s and can be used at any ATM or EFTPOS.

“EFTPOS” means an Electronic Funds Transfer at Point of Sale system or device installed in selected retail and service outlets.

“Electronic Channels” or “E-Channels” means collectively, BSP Internet Banking, BSP SMS Banking, ATM and EFTPOS services provided to You. This term is used interchangeably with **“Service”**.

“Electronic Terminal” includes, but is not limited to a computer, mobile electronic communication device, ATM or EFTPOS terminal.

“FAQs” means the list of Frequently Asked Questions by the customers.

“Help Desk” means BSP’s 24 hours 7 days a week, Help Desk which can be contacted on 132888 or (679) 3214300.

“Instruction” means a request or instruction from You to BSP which is effected by BSP E-Channels.

“Linked Account” means Your nominated Account/s which You link to a card or one of BSP’s E-Channels.

“Merchant” means a retailer or any other provider of goods or services.

“Mobile Device” is an electronic communication device that You have registered as per the “Telephone Services Decree 2010” for use in connection with BSP SMS Banking. This term is used interchangeably with **“Mobile Phone”**.

“Financial Transactions” refers to financial transactions including withdrawal(s) and/or transfer of funds from Your nominated Account/s to a linked Account or third parties.

“Non-Financial Transactions” refers to non financial transactions that include viewing of Account Balances, Transaction History, ordering of chequebook, PIN change, downloading of transaction history, adding, modifying or deleting personal BillPay, Biller and transfer details.

“Payment” means an authorised instruction From You to BSP to a Payee.

“PIN” means the Personal Identification Number personally selected by You for accessing E-Channels with Your Debit Card, or any other card issued by BSP.

“SMS” means Short Message Service, which enables You to send and receive short text messages through mobile devices and other SMS enabled devices.

“BSP SMS Mobile Top Up” means purchasing credit for Your nominated registered mobile device(s) via BSP SMS Banking.

“BSP SMS Tag” means a short word used to describe a Payee that is selected by You and used in association with BSP SMS Banking.

“Terms and Conditions” means these terms and conditions as amended from time to time by BSP.

“Transfer” means the transfer of funds between Your linked Accounts or to a third party.

“Unauthorised Transaction” means any transaction made without Your knowledge or consent.

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

“You” means 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 or severally, aged 18 and above and on whose instructions BSP may act.

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

1.2 Scope and Application

These E-Channels Terms and Conditions apply to You. They operate in conjunction with the specific terms and conditions applicable to the Account(s) (including credit card(s)) which You have nominated to be accessed by use of the E-Channels.

1.3 Acceptance of Terms and Conditions

You may acknowledge acceptance of these Terms and Conditions by notice in writing to BSP.

If You have not previously agreed in writing to accept these E-Channels Terms and Conditions, the first use of any E-Channels service and or after receipt and acknowledgement of the E-Channels Terms and Conditions will constitute You and Your authorised agent's acceptance of these E-Channels Terms and Conditions.

2. AUTHORISED AGENTS

2.1 Nomination

A third party can be nominated by signatories to an Account to be an authorised agent by completing the relevant E-Channels registration form(s).

2.2 Access

You are responsible for any use of E-Channels or by Your nominated authorised agent within the access level You have nominated for them, including all transactions performed through E-Channels by any authorised agents who has value access on Your Account(s), as if that use were by You. You are also responsible for ensuring that each authorised agent complies with all obligations and responsibilities imposed on You under these E-Channels Terms and Conditions.

2.3 Authorised Agent(s) Conditions

You acknowledge that:

- (a) each authorised agent nominated by You to have value access can use E-Channels fully and, by using E-Channels, can access, operate and transact on Your Account(s) in the same way that You can (subject to the last point of this clause 2.3)
- (b) each authorised agent nominated by You to have non-value access can use E-Channels to access information about Your Account(s). Authorised agents with non value access cannot use E-Channels to perform payments and transfers from Your Account(s).
- (c) all authorised agents can use E-Channels to change their own profile and change their own PIN/password; and
- (d) authorised agents, with either value or non-value access, cannot alter, add to or delete the Account numbers, names, details or include an additional agent.

2.4 Changing Levels of Access or Revoking Authority

You may request that BSP cancel, or change the level of access of an authorised agent at any time by giving written confirmation of this request or completing the relevant E-Channels form for cancellation.

3. ACCESS TO BSP SMS BANKING

You, or an authorised agent, can access BSP SMS Banking using the mobile number You or an authorised agent registered with BSP. This will allow You access to all Account(s) and Biller(s) You have nominated to be accessed by BSP SMS Banking.

3.1 Registration for SMS Banking

3.1.1 You can register for BSP SMS Banking provided that You:

- (a) are aged 18 years or older;
- (b) have a Bank Account with BSP and have a debit card issued for the same;
- (c) have a registered mobile device capable of SMS Messaging and for Your own exclusive use; and
- (d) are authorised to use and incur charges on a mobile device in relation to BSP SMS Banking.

3.1.2 If You are between the ages of 13 to 18 years You can register for BSP SMS Banking provided that You have the following:

- (a) A Money zone Account with a debit card issued for the same; and
- (b) written parental consent for You to use BSP SMS Banking.

3.2 Functionalities of BSP SMS Banking

BSP may at any time add to, remove, change or impose restrictions on the functionalities of BSP SMS Banking in any respect including, without limitation:

- (a) generally;
- (b) in relation to a user or class of users;
- (c) in relation to an Account or a class of Account(s)
- (d) who can use BSP SMS Banking; or
- (e) in relation to passwords or other security devices to access BSP SMS Banking

3.3 Accounts

- (a) The primary Account to BSP SMS Banking has to be linked to a BSP Card. BSP provides this Account and transaction information when You register for the service.
- (b) New / additional eligible Accounts may be appended to the primary Account.
- (c) The rules and conditions of joint Accounts are applicable to BSP SMS Banking.

In accordance with the terms of Your Account, BSP has the right to approve your request to:

- (a) change an Account which is not eligible to be accessed using BSP SMS Banking, to an Account which can be accessed using the service; or
- (b) change an Account which is eligible to be accessed by BSP SMS Banking to an Account which is not eligible to be accessed by the service; and
- (c) BSP may automatically add or remove the Account to SMS Banking as the case may be. If registration or de-registration does not occur automatically, it will be Your responsibility to register or de-register your account to BSP SMS Banking.

3.4 Mobile Devices

- (a) You are responsible for using, having or obtaining a compatible mobile device in connection with any use of BSP SMS Banking. BSP is not responsible for any inability of a mobile device to access BSP SMS Banking or any loss or damage to a mobile device resulting from Your access or use or attempted use of BSP SMS Banking.
- (b) You are responsible for the accessibility of Your mobile device outside of Fiji and also to make prior arrangements with Your Mobile Service Provider to access BSP SMS Banking.
- (c) Any condition of use and charges relating to Your mobile device is Your responsibility including registration, theft or unauthorised usage.
- (d) If You believe Your mobile device is lost, stolen or damaged, please refer to 9. “Your responsibilities” for the action to take to limit Your liability.

3.5 Access to BSP SMS Banking

- (a) You may request to register for BSP SMS Banking:
 - (i) At any BSP Branch;
 - (ii) By other methods made available by BSP from time to time. BSP will make this information available to callers using the Help Desk for BSP SMS Banking.
- (b) You may access BSP SMS Banking, or access certain functionality(ies) of the service, provided:
 - (i) You have accepted the E-Channels Terms and Conditions; and
 - (ii) The relevant E-Channels registration forms BSP has received is completed by You in the manner satisfactory to it, including any document, information or photograph, which confirms Your identification.
- (c) BSP will approve a request to register for BSP SMS Banking in accordance with registration requirements at BSP’s absolute discretion. If BSP approves a request for registration, BSP will acknowledge via a “Welcome Message” to the nominated mobile device. After receipt of the Welcome Message SMS Banking will then be available for Your use.
- (d) You are to use BSP SMS Banking in accordance with these terms and conditions.
- (e) Access to BSP SMS Banking will be denied if:
 - (i) You are found to be in breach of these terms and conditions
 - (ii) we receive an instruction from You to do so
 - (iii) we are instructed by law or requested by any legal processes, legislation or court order.

3.6 SMS Fund Transfers

- (a) Funds transfer is accessible from Your nominated primary Account to any other registered BSP Accounts. The transfer limit is subject to the terms and conditions set by BSP from time to time.
- (b) BSP also reserves the right to restrict certain types of transfers and limit the amount which may be transferred from an Account using this service.
- (c) You must nominate a SMS Tag for each Transfer Account and keep this information confidential.
- (d) You are responsible for all instructions sent in relation to Your nominated Account(s) from Your registered mobile device in connection with BSP SMS Banking.

4. ACCESS TO BSP INTERNET BANKING

The terms and conditions applicable to BSP Internet Banking are available on BSP's Website.

After You have completed Your registration for BSP Internet Banking, BSP will advise the Account holder how and when the BSP Customer Number and password will be issued.

After accepting the E-Channels Terms and Conditions, the BSP 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.

5. PROCESSING OF BILLPAY

BillPay will be offered via selected BSP E-Channels which allows You to pay utility bills. You are responsible for ensuring that You and / or Your authorised agent 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 E-Channels Terms & Conditions or 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.

5.1 BillPay payments

- (a) BillPay payments may be made via selected BSP Electronic Channels.
- (b) Subject to the Cut Off Time, funds will usually be credited to the Biller's Account by the next Banking Day. A record of Your payment will be sent to the Biller the following Banking Day for reconciliation purposes.
- (c) You are responsible for ensuring that You authorise a BillPay payment taking into account the Biller's due date for payment.
- (d) BSP shall not be liable if the Biller does not update its records after receipt of Your payment details or for any error whatsoever in making this payment.
- (e) Where delays occur in the processing of a BillPay payment, BSP will not be responsible for any of Your loss or damages arising out of these delays:

- (i) where there is a public holiday on the day or on the day after You have instructed BSP to make a BillPay payment to a Biller; or
 - (ii) where BSP receives Your instructions on a day which is not a Business Day; or
 - (iii) where there is a failure or disruption of any process or computer beyond BSP's control; or
 - (iv) where the Biller fails to comply with its obligations; or
 - (v) where You have provided incorrect Biller details to BSP
- (f) If You instruct BSP to make any BillPay payment, but close the Account to be debited before the BillPay Payment is processed, You will remain liable for any dishonour fees incurred in respect of that BillPay payment.
- (g) You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between You and the Biller.
- (h) A BillPay payment is treated as received by the Biller to whom it is directed:
- (i) On the date You direct us to make it, if BSP receives it by the Cut Off Time on a Banking Day; or
 - (ii) Otherwise, on the next Banking Day after You direct us to make it. The BillPay payment may take longer to be credited to a Biller if You tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BillPay does not process a BillPay payment as soon as they receive it.
- (i) You must be careful to ensure You tell us the correct amount You wish to pay. If You make a BillPay payment and later discover that:
- (i) the amount You paid was greater than the amount You needed to pay, You must contact the Biller to obtain a refund of the excess; or
 - (ii) the amount You paid was less than the amount You needed to pay, You will need to make another BillPay payment for the difference between the amount You actually paid and the amount You needed to pay.
- (j) You acknowledge and agree that:
- (i) we may refuse for any reason to give effect to any direction You give us in respect of a BillPay payment to be made; and
 - (ii) we are not liable to You or any other person for any loss or damage which You or that person may suffer as a result of such refusal

5.2 Future-dated BillPay payments

BSP may offer You the ability to arrange BillPay payments in advance of the date that they are due for payment through BSP Internet Banking. If You use this option, You should be aware that:

- (a) If the Available Balance in Your Account is not sufficient to comply with Your BillPay payment authorisation, the BillPay payment will not be made and You may be charged a dishonour fee.
- (b) You are responsible for checking Your Account transaction details or Account statement to ensure the future-dated Payment is made correctly. You should contact us immediately if there are any problems with Your future-dated BillPay payment.
- (c) You can elect to cancel a future-dated BillPay payment after You have given the direction but before the due date for payment, by making the relevant changes using BSP Internet Banking. You cannot stop the BillPay payment on or after the due date for payment.

5.3 Paying Bills Using E-Channels

To pay bills using selected BSP E-Channels:

- (a) You must use selected E-Channels to authorise a BillPay payment from Your nominated Account.
- (b) Your BillPay payment will be made by transferring funds to the Biller by electronic means.
- (c) You agree that the use of Your BSP Customer Number and Password is Your authorisation for any payments made using BillPay.
- (d) We will debit the value of each BillPay payment and any applicable fees to Your nominated Account.
- (e) You must ensure that You keep a printout or a record of all transaction confirmations.

5.4 What happens when a Biller cannot process a BillPay payment?

If a Biller advises BSP that it cannot process Your BillPay payment, BSP will:

- (a) advise You of this; and
- (b) credit Your nominated Account with the amount of that BillPay payment; and
- (c) tell You how BSP can assist You, if possible, in making the payment and will take Your written instructions accordingly.

5.5 Payment authorised but fraudulently induced

BSP's acceptance of Your instructions to pay a Biller does not generally protect You against the possibility of fraud by that Biller or some other party involved in the BillPay Scheme. Although BSP will provide You with reasonable assistance to help You pursue a refund, You could ultimately bear the loss.

At all times BSP maintains that it is Your responsibility to exercise care when dealing with a Biller. You must safeguard the security of Your BSP Customer Number, PIN and other access password, and the accuracy of instructions given to BSP. This warning does not override the protection which may be available to You if You use a BSP credit card Account to make Your payment on credit.

6. HOW TO USE YOUR DEBIT CARD

You will need to create Your own PIN when we issue You a Debit Card. You may use Your Debit Card to:

- (a) Access the EFTPOS system at any store or business to purchase goods and services and at selected merchants displaying Debit Card acceptance, obtain cash through sale transactions.
- (b) Obtain balance enquiries or cash at ATMs
- (c) If the record of the PIN is compromised or forgotten, You will have to select a new PIN at any of our bank branches and if necessary, receive a replacement Debit Card. You may be charged a fee to cover the cost of issuing the replacement PIN or Debit Card.
- (d) The Debit Card can only be used to perform transactions on Your selected linked Account/s.

- (e) If a linked Account is in the name of more than one person, then each party to that Account will be jointly and severally liable for all transactions on that Account.

BSP will notify You from time to time of the following:

- (i) The transactions that can be performed using Your Debit Card
- (ii) The ATMs and EFTPOS terminals of other financial institutions that You may use.
- (iii) The Debit Card Accounts that can be accessed using other financial institutions E-Channels.

Transactions may not necessarily be processed to Your linked Account/s on the same day.

You will continue to be liable to BSP for the value of any transactions occurring after Your linked Account/s are closed or Your Debit Card is cancelled.

7. YOUR CREDIT CARD RESPONSIBILITIES

Please refer to Your Credit Card Contract Booklet conditions of use.

8. ATM

At a BSP ATM You can perform the following transactions:

- (a) Cash withdrawals
- (b) Transfer funds between linked Accounts
- (c) Check balance/s for Account(s) linked
- (d) Obtain a prepay mobile top-up voucher
- (e) Pay a Biller
- (f) Obtain a mini statement
- (g) Request for a cheque book
- (h) Change Your PIN

9. EFTPOS

To use EFTPOS:

- (a) Your use of debit cards on EFTPOS at individual stores and businesses is subject to purchase and cash withdrawal limits that may be set by the merchant. In addition, some locations may charge fees for debit card cash back only.
- (b) Present Your debit card to the operator who will swipe it on an EFTPOS device and then key in the total amount of Your purchase, including any cash that You may require into the terminal.
- (c) You must then select the Account from which You want the payment withdrawn and key in Your PIN.
- (d) Once authorised, the transaction amount will be debited from Your nominated Account. The operator will hand back Your Debit Card including any requested

cash and a transaction receipt, which should be retained to reconcile against Your Account statement.

10. YOUR RESPONSIBILITIES REGARDING SMS BANKING

You must immediately notify the BSP Help Desk if:

Your mobile device used to access and use BSP SMS Banking is lost, stolen, fraudulently accessed or the mobile phone number of the mobile device has changed.

You become aware of any unauthorised transaction or error on an Account using BSP SMS Banking.

You should check Your Account records carefully and promptly notify BSP of any apparent discrepancy by calling the Help Desk or visit a BSP Branch.

Liability for all transactions prior to Your mobile device being reported lost, stolen or fraudulently accessed rests with the Account holder.

You must ensure You:

- (a) Lock Your mobile device or take other measures to stop unauthorised use of BSP SMS Banking;
- (b) Do not provide Your mobile device to any other person;
- (c) Do not disclose Your SMS Tag details to any other person;
- (d) Delete SMS messages You have sent to or received from BSP.

11. THE SECURITY OF YOUR BSP CUSTOMER NUMBER, DEBIT CARD AND PIN ARE YOUR RESPONSIBILITY

BSP will provide You with a BSP Customer Number.

You must:

- (a) Keep Your Debit Card and PIN secure and take steps to prevent unauthorised use of it;
- (b) not tell or show Your PIN to another person or allow it to be seen by another person (including family or friends);
- (c) not keep a record of Your PIN in a way which can be determined by another person;
- (d) not record Your BSP Customer Number
- (e) not keep Your Debit Card and PIN together
- (f) not allow unauthorised person(s) to use Your Debit Card and PIN

When You select Your PIN or change Your PIN You must not select:

- (a) a numeric code which represents Your birth date; or
- (b) an alphabetical code which is a recognisable part of Your name

11.1 What to do if Your Debit Card or PIN is lost or stolen

You must immediately notify us by calling our Help Desk or on a Banking Day visit Your local BSP Branch if:

- (a) Your Debit Card is lost or stolen; and/or
- (b) Your PIN is lost or compromised; and/or
- (c) You become aware or suspect another person has made unauthorised use of Your Debit Card

BSP will restrict the use of Your Debit Card upon Your advises and if BSP becomes aware that Your Debit Card is compromised.

You must go to Your local BSP branch where You may be issued with a new PIN and if necessary, issued a replacement Debit Card. You may be charged a fee to cover the cost of issuing the replacement Debit Card.

12. YOUR RESPONSIBILITIES REGARDING YOUR PASSWORD

12.1 Password Security

The security of Your password is critical to You. Failure to follow the below security requirements may increase Your risk of unauthorised access to Your Account(s) via BSP Internet Banking.

You and Your authorised agent(s) must NOT:

- (a) Disclose Your password to any person;
- (b) Choose a password which has an easily retrieved combination eg. Repeated numbers;
- (c) Choose a password that is easily associated with You, eg. Your date of birth, Postal Box number, FNPF number, telephone number or driver's license.
- (d) Store Your password and leave vulnerable to unauthorised users
- (e) Allow any unauthorised person(s) to use Your password.

12.2 What action do I take if my Password is compromised?

You should change Your Password immediately if You become aware someone else unknown to You may have acquired Your Password and may or may not have used Your Password.

12.3 What action do I take if I forget my Password?

You should contact the BSP Help Desk number 132 888 or (679) 3214 300 and a Customer Service Consultant, will allocate You with a new Password. You must immediately change this BSP issued Password and select Your new 8 character Password.

12.4 Cancellation of Your Password

Your password may be cancelled or suspended at anytime if BSP believes Your password has been compromised.

13. USING THE E-CHANNELS

The E-Channels will only be used to complete basic financial and non financial transactions. The types of transactions available on the E-Channels may be varied at BSP's discretion.

You are responsible for acquiring and maintaining any equipment (such as a mobile device, computer), which may be necessary for Your continued access to and use of the E-Channels. You are responsible for the costs of maintaining Your mobile and computer device and all communication and software costs.

14. SECURITY OF E-CHANNELS

14.1 BSP Endeavours

BSP will take the necessary precautions to safeguard the security of its E-Channels. This includes but is not limited to the use of firewalls and data encryption (128 bit Secure Sockets Layer (SSL) protocol) for added security using BSP Internet Banking.

14.2 Your responsibility for Your Mobile Device

To access BSP SMS Banking, the responsibility to acquire a suitable mobile device and a secure internet service provider including all call costs will remain solely upon You.

14.3 Your responsibility for Your PC

To access BSP Internet Banking, the responsibility to acquire Your own up-to-date anti-virus enabled PC including all costs to all necessary connections, such as PC equipment and software, a secure telephone line, electricity and a secure internet service provider, remain solely upon You.

14.4 Access by others

You acknowledge that:

- Access to perform transactions and obtain Account details will be permitted to any person who contacts BSP's Help Desk and provides BSP Your Account Number and Your BSP CUSTOMER NUMBER;
- Access to perform transactions and obtain Your Account details will be permitted to any person who uses your Debit Card and PIN on an ATM or via EFTPOS;
- Access to perform transactions and obtain Your Account details will be permitted to any person who sends BSP Your correct SMS banking details; and
- Access to perform transactions on Internet Banking and obtain Your Account details will be permitted to any person who provides BSP with Your Internet Banking Login ID and Your password.

15. ACCESS TO E-CHANNELS

You agree that:

- Access to Your Account using BSP E-Channels will be restricted to Your use only;
- Access to the E-Channels and Your Account(s) may be permitted to any person(s) supplying BSP with your correct Account details;
- BSP can request for more information before processing a transaction request from You;
- BSP may specify limits on transaction types and values in respect of certain Accounts of the E-Channels and may refuse to act on an Instruction if the transaction exceeds a particular limit. These may include:
 - ATM Cash withdrawal and purchases
 - EFTPOS purchases
 - Transfer between Accounts
 - BillPay payments
 - External transfers
 - Transaction performed at Branches and Agencies
 - Limits may be varied at BSP's absolute discretion.
- You acknowledge that third party organisations including merchants in Fiji may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

15.1 Access subject to these E-Channels Terms and Conditions

BSP will grant You access to E-Channels in accordance with, and subject to these E-Channels Terms and Conditions.

Any changes to the E-Channels service may be conducted by BSP at any time and without prior notice to You.

15.2 Interruption to E-Channels

BSP does not guarantee that access to E-Channels will be uninterrupted. You acknowledge that E-Channels may be affected by outages, faults or delays that may be caused by factors including, but not limited to, technical difficulties with the performance or operation of BSP's or another person's software, equipment or systems, traffic or technical difficulties with the internet, or infrastructure failures such as damaged transmitter or interference with digital signals.

15.3 Restricted Access

You acknowledge that Your access to BSP E-Channels will be restricted:

- Unless You provide a valid BSP CUSTOMER NUMBER; in the case of BSP Internet Banking, a valid login ID and password; in the case of ATMs, EFTPOS or BSP SMS Banking, a valid PIN that is entered as and when prompted by E-Channels; or
- If Your registration has been suspended or cancelled, refer under clause 20.

16. INSTRUCTIONS TO BSP

As an Account holder You may be permitted to provide instructions to BSP to transfer funds and make BillPay payments through E-Channels.

BSP will not act on an instruction to the extent that it would result in You withdrawing more than the available credit balance of an Account or withdrawing against uncleared funds.

You will verify that all Your transactions via the E-Channels are correct and to Your satisfaction before You process or confirm Your transaction. All electronic transfers once approved cannot be changed or cancelled by You.

17. PROCESSING FINANCIAL VALUE TRANSACTIONS

17.1 Receipt Number

When You make a financial transaction using the BSP E-Channels, a receipt number may be issued to You upon BSP receiving an Instruction for funds transfer or a BillPay transaction. It is imperative that You retain this receipt number with any other details for future reference.

17.2 Processing of Instruction

An instruction will be processed by BSP only when there are sufficient funds in Your Account from which funds will be debited from. An Instruction will not be processed if there are insufficient funds in Your Account/s.

17.3 Overdrawn Account

If a financial transaction or any fees associated with Your Account or Your Account overdraws, You must repay this amount including any associated fees and interest that may apply.

17.4 Transfer Priority

When BSP has instructions for more than one transfer from Your Account(s), it will determine the order of priority in which transfers are made.

17.5 Processing Delays

BSP may request further information before processing a transaction and this may result in a delay.

An Account from where a transfer is made from may be updated the same Banking Day or the next Banking Day. Where balances may be updated the next BSP working day, the respective value transacted may be temporarily held against the Account balance on the same day.

18. OPERATING E-CHANNELS

18.1 Transaction Limits

BSP may change or impose limits on the amount of funds for transactions that will be made available through E-Channels over any specified period of time.

18.2 Drawings Not to Exceed Available Funds

You cannot perform a transfer of payment if the amount exceeds Your current available funds including any pre-arranged credit. Any overdrawn Account including any pre-arranged credit must be paid immediately.

When You request for Account balance information through BSP E-Channels, that balance should reflect the balance of the Account at the time Your request is made, excluding any credit card or EFTPOS transactions not yet processed and any cheques or other deposits paid into the Account but not cleared.

There may also be circumstances, for example, systems failure and technical difficulties as contemplated in clause 15.2, which may not reflect Your Account balance information on a real time basis.

18.3 Fees and Charges for using E-Channels

You will incur a fee when you use BSP E-Channels to access Your Account(s) information and perform a transaction. BSP reserves the right to impose fees and charges in relation to the use of BSP SMS Banking. These fees and charges are subject to change at any given time and prior notice will be given to You. Information on these fees and charges is available on BSP's website: www.bsp.com.fj.

When You use BSP E-Channels:

- (a) You may incur a fee for enquiry transactions and be charged in accordance with the fees and charges as advised by BSP.
- (b) You may incur a fee for Account transfer requests and be charged in accordance with the fees and charges as advised by BSP. This fee may be applied to the Account from which the funds have been debited.
- (c) BSP may debit Your Account for any other transaction requests and this may be done so in accordance with the fees and charges as advised by BSP.
- (d) If You incur fees and charges in connection with Your Account and You subsequently request a change to the details of the Account (for example, You request BSP to transfer to another personal Account or to close Your Account and to open another Account or otherwise), BSP may debit any such fees and charges to the new Account.
- (e) You may also incur charges from Your mobile service provider including charges for sending or receiving SMS messages. Any such charges are Your sole responsibility and any matters regarding these charges should be raised with Your mobile service provider.
- (f) You may also incur charges from Your internet service provider including charges for accessing online messages. Any such charges are Your responsibility and any matters regarding these charges should be raised with Your internet service provider.
- (g) If the fees and charges for the use of BSP E-Channels causes the relevant Account(s) to become overdrawn BSP may require You to pay the fees in any other manner BSP determines.

- (h) If You close Your Account, BSP may select another Account of Yours to debit fees and charges owing for that particular E-Channel(s) you have utilised. If BSP determines there is no satisfactory Account, BSP may immediately cancel the availability of that particular E-Channels until such time as You open an Account which is satisfactory to BSP or You pay BSP the fees in some other manner acceptable to BSP.
- (i) BSP may at its discretion waive any fee or charge to Your Account to which it is entitled. The failure by BSP to collect any fee or charge which applies to Your Account does not give rise to a waiver of that fee or charge in the future.

18.4 Statement of Transactions

BSP will send You statements of Your Account(s) in accordance with the Terms and Conditions (and any relevant legislation or codes) applicable to the Account.

You must contact the BSP Help Desk immediately if there are any errors or unauthorised transactions shown on the statement of Your Account.

19. LIABILITIES

This condition specifies how, when and the extent to which You, the Account holder or an authorised agent will be responsible for the access and use of E-Channels.

19.1 Authorised Transactions

You and Your authorised agent will be responsible for all Your Account transactions processed through BSP E-Channels.

19.2 Unauthorised Transactions

You and Your authorised agent will be accountable for any unauthorised access to Your Accounts via BSP Channels depending on whether You or Your authorised agent has been responsible in any way for the unauthorised access to and/or use of E-Channels.

19.3 Unauthorised, Fraudulent or Mistaken Payments

It is imperative that You contact the BSP Help Desk immediately if You become aware of:

- A transaction that has been made from Your Account without You or Your agent's authorisation;
- A transaction that You have made to Your Account against Your will; or
- any delay or mistake in the processing of Your payment instruction.

BSP will update all transaction requests accordingly but will not be held responsible for any delay(s) on the part of the Biller or any third parties in crediting Your Account with them provided that payment has been effected by BSP on time.

19.4 What if Payment was not Authorised by me or an

Authorised Agent?

BSP will only reimburse any excess amount that is not in accordance with Your payment Instructions and not if that payment was made in breach of BSP's security procedures. (eg. regarding keeping Your PIN and/or password secure).

19.5 Payments Authorised by Mistake

BSP will process Your BillPay payment instruction(s) received through E-Channels, within three (3) Banking Days. You and/or Your authorised agent must verify all payment details are correct before authorising a payment using BSP's E-Channels. Once BillPay payment instructions are made they cannot be cancelled.

If You later discover that:

- Your BillPay payment instructions to BSP is more than the amount intended, You are responsible to contact the Biller to obtain a refund of the excess amount;
- Your BillPay payment instructions to BSP was less than the amount intended, You must prepare another BillPay payment instruction for this shortfall.

You should contact BSP Help Desk if You have mistakenly requested BSP to pay the wrong Biller or You have made another genuine mistake. For a period of 20 Banking Days, BSP will endeavour to recover the amount from the wrong Biller. Under any circumstance, You and/or Your agent are still responsible for paying the correct Biller. Should BSP retrieve this amount from the Biller, Your Account will be credited with the disputed amount. However, if BSP is unable to retrieve the disputed amount, You will not receive any credit.

19.6 When am I not liable for a loss?

You will not be liable for any loss:

- if You have not yet received Your PIN and/or password (as the case may be); or
- after You have changed Your BSP Customer Number, PIN or password (as the case may be) in accordance with these E-Channels Terms and Conditions but only for so long as You comply with these E-Channels Terms and Conditions in respect of the changed PIN or password (as the case may be);
- where BSP has identified that You have not contributed to such loss;
- if there has been any negligent conduct or fraudulent transaction conducted by any employee or agent of BSP;
- where BSP finds the same transaction being incorrectly duplicated to the same Account.

19.7 When am I liable for a loss?

With the exception of Clause 19.6, You are liable for any loss of funds or any interception of information if You or an authorised agent contributed to the unauthorised access by:

- disclosing Your PIN and/or password to anyone else other than Yourself;
- keeping a record of Your PIN or password that has been compromised;

- not logging off Your PC after using Your internet service to access BSP Internet Banking resulting in an unauthorised user(s) accessing Your Account(s) and any information about You;
- not locking Your mobile device when You are not accessing the BSP SMS Banking service allowing an unauthorised person(s) to gain access to Your Account(s) and any information about You; or
- Failing to change or delay changing Your PIN or password once You have become aware that it or they are known or used by another person(s)

You will not be liable for any loss arising under this condition to the extent that the loss:

- incurred on any given day exceeds any daily transaction limit on Your Account; and
- surpasses the balance of the relevant Account(s), including any pre-arranged credit.

You acknowledge that BSP will not be liable for any possible loss, liability or damage which you have suffered or may suffer because You or an authorised agent have not adhered to BSP's E-Channels Terms and Conditions and/or acted negligently or fraudulently when using BSP E-Channels.

19.8 BSP's Liability

To the extent permitted by law, BSP will not be responsible for any loss or damage (including consequential loss, loss of profits or damage) suffered by You in relation to the use of, or the inability to use, E-Channels, including, but not limited to:

- The failure of BSP Internet Banking caused by Your computer systems (hardware and software) or by a third party (such as Your internet service provider) to access BSP Internet Banking;
- The failure of BSP SMS Banking caused by Your mobile device or by a third party (such as Your mobile network provider) to access BSP SMS Banking;
- BSP being unable to action any payment instruction where incomplete payment instructions are given, there are insufficient funds available in the relevant Account(s) and/or BSP Internet Banking has been suspended or terminated;
- Delays or errors by third parties, including other financial institutions and Billers to accept, or acknowledge receipt of, funds which You or an authorised agent have instructed BSP to pay to or via that third party;
- Possible delays in updating You on the status of Your transaction request.; or
- BSP's failure to act in accordance with these E-Channels Terms and Conditions if such delay is due to a force majeure.

This clause 19.8 does not apply to any loss or damage which is attributable to:

- The gross negligence or wilful default of BSP;
- A breach of a condition or warranty implied by law in contracts for the supply of goods and services which may not be excluded, restricted or modified or only to a limited extent; or
- Except as set out in clause 12.9, any disruption to E-Channels directly caused by an act or omission of BSP.

19.9 Losses due to disruption of service

It is advisable to allow sufficient time when conducting transactions through BSP's E-Channels to Account for any possible disruptions to the E-Channels services. A 'disruption' is where there is a break in service continuity or where system equipment fails to function in a normal or satisfactory manner. BSP will endeavour to rectify any incorrect entry made in Your Account as a result of any disruption and adjust any fees or charges incurred as a result.

20. TERMINATION AND SUSPENSION

20.1 Can I terminate the use of E-Channels?

You may terminate or cancel Your access or an authorised agent's access to BSP E-Channels through a written notice to BSP.

20.2 Can BSP terminate my use of E-Channels?

Your access or authorised agent's access may be terminated at any given time and a letter of notification will be provided to You. BSP reserves the right to restrict Your access to E-Channels at any given time without notifying You for reasons of security or quality of the E-Channel service. Your participation in BillPay payments may also be suspended. BSP will not do this without good reason which could include:

- Suspicion that You or an authorised agent have acted fraudulently;
- Suspicion that an unauthorised person(s) has attempted to access Your Account(s) through BSP's E-Channels using Your password and/or PIN;
- Unacceptable Account conduct by You and/or an authorised agent;
- There has been no activity on Your Account and through the use of BSP E-Channels for the last 12 months.

21. ERROR OR DISPUTE RESOLUTION

21.1 How do I Contact BSP?

You can contact the BSP Help Desk or visit any BSP Branch on a Banking Day if You have any concerns or queries relating to Your Account. It is imperative that You check Your Accounts on a regular basis. To assist with BSP's investigations on Your queries, the following is required:

- Your name, address, phone number, Account and/or Biller details and BSP Customer Number;
- Details of the transaction in question; and
- The amount of the suspected error or disputed or unauthorised transaction.

BSP will contact You if any further information is needed.

21.2 Preliminary Acknowledgement

BSP will commence investigation upon receipt of Your verbal complaint however BSP will require You to submit Your complaint in writing to BSP through email or mail as soon as a verbal complaint is lodged.

BSP will provide You with a notice of the procedures for investigation and resolution of disputes and keep You updated right through the investigation.

21.3 BSP's Response

BSP will acknowledge and commence investigating Your complaint or query and respond to you within five (5) Banking Days of receiving Your complaint in writing. All necessary documentation must be provided to BSP. You will be contacted should BSP require more than (5) Banking Days to investigate your complaint or query.

At the end of the investigation, BSP in accordance with the E-Channels Terms and Conditions promptly make an adjustment if it is found that BSP has incorrectly debited or credited an Account (including appropriate adjustment to the Account for interest and/or charges) and provide You with written details of the correction.

If it is found that BSP has not incorrectly debited or credited an Account, or in the case of unauthorised transactions and/or that You or an authorised agent to Your Account have acted fraudulently or negligently BSP will provide You with copies of any document or evidence on which the decision has been based, provided such items do not breach any confidence, legal duty or obligation (or both) or compromise BSP's security. This will be accompanied by an official letter to explain the decision made.

21.4 What if I am still dissatisfied?

You may request a review of BSP's decision if You are dissatisfied with the outcome of BSP's investigation or raise your grievances with the Reserve Bank of Fiji as the Regulator. A review of BSP's decision will be conducted by BSP Senior Management who have the appropriate powers to resolve the dispute.

21.5 What if BSP fails to comply with this condition?

If BSP fails to observe the allocation of liability and the complaint investigation and resolution procedures as set out in these E-Channels Terms and Conditions, and such failure prejudices the outcome of the complaint or results in unreasonable delay in its resolution, then BSP will be liable for the full amount of the transaction which is the subject of the complaint.

22. CHANGES TO THESE TERMS AND CONDITIONS

22.1 30 Days Notice

BSP reserves the right to change these E-Channels Terms and Conditions and any other information which it has issued about E-Channels at any time. BSP will provide written notification to the Account holder of a change to these E-Channels Terms and Conditions and allow a period of notice of at least 30 days before the changes take effect, if the variation:

- Imposes or increases liability relating solely to the use of Your PIN and/or password;

- Increases an Account holder's liability for losses relating to E-Channels transactions involving the use of Your PIN and/or password;
- Adjusts the periodic transaction limits applying to the use of Your PIN and/or password; or
- Does not reduce the Account holder's liability.

22.2 Notice Before Other Changes Take Effect

BSP may advise You in advance of any other changes to these E-Channels Terms and Conditions:

- Notice of the change, or the revised E-Channels Terms and Conditions on E-Channels; or
- Notices on, or with a statement of Account; and/or
- Press advertisements

22.3 When is a Notice Considered Effective?

You are taken to have received a written notice, in the due course of post, if it is mailed to the address last known by BSP, or, notice is provided on the BSP Internet Banking website.

22.4 Form of Notice

If and when permitted by law, written notice may be delivered by or to You by email or other electronic messaging system and not on paper.

23. CHANGES OF NAMES AND ADDRESSES

If You change Your name, postal address, telephone or mobile number, You must notify BSP in writing as soon as possible, complete the relevant E-Channels form for amendments, or call the Help Desk.

CONTACT US:

Phone : For any assistance or enquiries call the BSP Contact Centre, Monday to Friday on 132 888 (within Fiji) or 679 3214 300 (overseas)

Mail : Customer Care Manager
Bank South Pacific
Customer Care Department
Private Mail Bag
Suva
Fiji

Facsimile : (679) 3304-122

Email : CustomerCare@bsp.com.fj