



ONLINE BANKING TERMS AND CONDITIONS

Effective March 2016

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1. Introduction

These Terms and Conditions apply to your use of the TDB Online Banking service. It is important and we encourage you to read this document before you register and use Online Banking. If you do not understand or are unsure about any items of these Terms and Conditions, please contact TDB for clarification.

When you access or permit any other person to access the Online Banking Services offered by TDB, it signifies your acceptance of these Terms and Conditions.

These Terms and Conditions apply together with any terms and conditions applicable to the account(s) which you have nominated to be linked to TDB Online Banking. These Terms and Conditions also apply to products or services offered by TDB which you initiate or transact through TDB Online Banking. The Terms and Conditions applicable to each product or service accessed through Online Banking remain in full force and effect.

If you have not previously agreed in writing that you have read, understood and agreed to be bound by these Terms and Conditions, ticking the "I accept the TDB Terms and Conditions" box and clicking the "Accept" button on the TDB Online Banking Website at your first log in will constitute your acceptance of these Terms and Conditions.

2. Definitions

For the purposes of these Terms and Conditions, the following definitions apply:

"account" means a bank account that a customer holds with TDB that may be accessed via Online Banking;

"account holder" means a person or entity in whose name a TDB account has been opened and who is responsible for all transactions on the account under the account authority;

"Authorizer" refers to a TDB account holder who formally authorizes another person to perform functions in relation to his or her account using TDB's Online Banking;

"authorized user" refers a person authorized by a TDB account holder to approve an Online Banking operation, such as payment after the Initiator has initiated it;

"user code" or "user codes" means any one or more of your customer number, password or any other code we have provided to you from time to time, which enables you to gain access to, or to use Online Banking;

"banking business day" means any day on which the TDB is open including half day on Saturdays , and does not include Sundays, public holidays or published Bank holidays;

"business customer" means an Online Banking customer who uses Online Banking in the conduct of his or her bank accounts and may require Initiator and Authorizer functions;

"dual authorization" means a process under which a Business Customer may appoint an Initiator and an Authorizer to perform certain operations under Online Banking;

"Initiator" means a Nominee that you have authorized to initiate an operation using Online Banking, where the operation also requires authorization by an Authorizer;

“user” means -

- (a) you, if you are an individual operating Online Banking for yourself; or
- (b) a person authorized by the account holder on an Access Authority to operate Online Banking;

“Password” means a confidential **alphanumeric** containing a number of characters predetermined by us, and when used with your Customer Number provides access to our Online Banking site;

“Fund Transfer” means a transfer of funds from one of your bank accounts held with the TDB , to another account held with the Bank;

“We, us or our” means the TDB as an entity and on whose website these terms and conditions appear; and

“You and your” means a TDB customer who has subscribed to TDB's Online Banking service and includes a Nominee, authorized user or User where applicable;

3. Changes

3.1 Changes to Functionality

We may introduce, change or remove functions of Online Banking from time to time. By using TDB's Online Banking, you are agreeing that –

- (a) your use of a function will be subject to these Terms and Conditions any further Terms and Conditions that may appear in relation to the function being accessed, even if that function is subsequently changed, or new functions are introduced after you have accepted these Terms and Conditions; and
- (b) a Nominee may access introduced or changed functions without us needing to obtain further consent from you.

3.2 Changes to Terms and Conditions

We may from time to time change the Terms and Conditions that apply to Online Banking. We will always let you know if, for any reason, the Terms and Conditions for Online Banking change, by publishing the proposed change at least 30 days before it comes into effect.

We will always let you know if we intend to:

- (a) introduce any new fee that applies to you;
- (b) increase fees relating solely related to your use of Online Banking;
- (c) increase your liability for losses relating to transactions; or
- (d) impose, remove or adjust transaction limits which apply to the use of Online Banking.

By accepting these Terms and Conditions, you are instructing us that you accept to receive notices from us through Online Banking. In this case we are not required to provide notice to you

by any other method. Therefore, you will need to ensure that you access Online Banking regularly to receive notices of changes.

From time to time, circumstances outside the control of the Bank may also occur which affect you, such as:

- A new or varied government charge that directly or indirectly affects you; or
- A variation of an existing fee.

If this happens, by using Online Banking you agree to receive notices at your electronic address last notified to us via Online Banking. Alternatively, we may place a notice in a major newspaper advising our customers of this change or advise you by sending you a letter before the day on which the change will come into effect.

Be advised however, that advanced notice may not be given when a change is necessitated by an immediate need to restore or maintain the security of our systems or of individual accounts. Provided that you have agreed to us doing so, we may notify you of any of the above types of changes either by:

- electronic communication to a device, electronic equipment or electronic addresses nominated by you; or
- making the particulars of such changes available at Online Banking on our website

You may vary your electronic address or terminate your agreement to receive notification on Online Banking at any time.

3.3 Acceptance of changes to Terms and Conditions

Use of our Online Banking after notification by a method referred to above will constitute your acceptance of the variation.

3.4 Account Authority

You are able to operate Online Banking directly or through a Nominee that you nominate on an Access Authority. This method of operation is independent of any other account authority relating to your accounts. We are not required to consider any other account authority or change relating to your accounts, including the number of signatories.

3.5 Transmission and Storage of Information

By applying for our Online Banking, you consent to the use by us for the purpose of providing those Online Banking services, of all data (which may include personal information) held by us, and or our related entities responsible for providing access to our Online Banking. Furthermore, you acknowledge that the data may be encrypted, transmitted and stored by, or at the request of us

outside of the place where you are registered for Online Banking, and that, except as otherwise provided by the laws of Tonga, we shall have no liability in respect of such data.

3.6 Money Laundering Prevention

In accepting these Terms and Conditions, you will also be taken to have accepted the release by us of any information we possess (or have access to) concerning an Online Banking transaction where an enquiry has been made to us, or any of the related entities, into the legality or good faith of the transaction, by a Regulator, Government Ministry or Government Agency in a jurisdiction other than where you are registered for Online Banking. For the purposes of this clause, the terms 'Regulator,' 'Government Ministry' or 'Government Agency' refers to a body in that is authorized by the law of the jurisdiction to make such an enquiry.

You acknowledge that we are subject to anti-money laundering laws which are currently in force in Tonga. You agree that we may (and will incur no liability to you if we do) delay or block any transaction, or refuse to pay any money in the reasonable belief that a transaction may contravene any such law or otherwise in compliance with any such law.

3.7 Products and Services Accessed Online

Terms and Conditions of the products and services you access online continue to apply.

3.8 Privacy

TDB is committed to protecting the confidentiality of customer information. You can find out how TDB is committed to protecting the privacy and security of personal information that you provide to the Bank at our website under our **Privacy Policy**.

In addition to TDB's obligations under legislation, it has a general duty of confidentiality towards you, except in the following circumstances where:

- (a) disclosure is compelled by law;
- (b) there is a duty to the public to disclose;
- (c) the interests of TDB require disclosure; or
- (d) disclosure is made with your express or implied consent.

If you:

- (i) hold an account together with someone else (for example a joint account); or
 - (ii) have permitted someone else to view your accounts as a Nominee,
- you consent to your personal details being disclosed to that other person when that other person views a statement of the account. This may include your address details.

3.9 Your e-mail address

We may use your e-mail address to advise you of any enhancement or changes to Online Banking which may alter our delivery of, or your ability to use Online Banking.

We may also use your e-mail address to send our regular communications to provide information on what's new and special offers on financial products and other products you may purchase on

the Internet. It is our policy to only e-mail customers who give us permission to do so. By agreeing to our Online Banking Terms and Conditions, you give us this permission.

You need to keep your e-mail address current. You may update your e-mail address using the facility within Online Banking.

Your e-mail address will not be shared with any organization external to TDB. It is our policy not to sell, trade, or rent your personal information to any third Party.

4. Initial Access to TDB Online Banking

To access TDB Online Banking we will provide you or your Nominee with:

- a Customer Number; and
- a Password.

You can access TDB Online Banking using your Customer number and temporary Password issued to you by TDB following registration.

When you first access Online Banking, you will be required to accept the TDB Online Banking Terms and Conditions, change the temporary password and select a new password comprising of both numeric characters and alpha with a minimum of 8 characters and maximum of 12 characters long.

4.1 Nominated Accounts

Online banking is only available on Accounts which you nominate to be linked and which are available for access to TDB Online Banking.

The Bank may restrict your use of TDB Online Banking on a nominated linked account. This happens when the Bank limits the amount or type of transaction on a nominated linked account.

4.2 Nominees

The maximum number of Nominees who can be authorized to access to each account will be limited to 6, but this is subject to further review.

4.3 Our Reliance and Authority

We are authorized by you to allow operations on your account for which the correct Customer Number and Password have been provided.

4.4 Misuse of Online Banking

You acknowledge that, subject to the provisions in these Terms and Conditions excluding you from liability, you will be liable for any misuse of Online Banking, including transactions on your accounts or any failure by a Nominee to observe these Terms and Conditions.

4.5 Nominees may Incur Fees and Charges

You acknowledge that in addition to your own use, a Nominee may also incur fees and charges which you will be required to pay to us.

4.6 Time

Unless stated otherwise, references to time means the time in the location in which you are registered for Online Banking. This may include the time recorded on transaction records.

5. Security and Access Codes

5.1 What You Need To Do

- (a) You acknowledge and accept that we cannot verify by way of signature comparison whether access quoting the correct Access Codes is by a User or a Nominee.
- (b) Your Access Codes allow anybody using them to conduct the type of operations on an account for which Access Codes provide access and we are authorized by you to permit such access. Because of this you must take special care to protect them.
- (c) You must change the Password component of your Access Codes on initial access to Online Banking and ensure that any Nominee does the same.
- (d) You should in also periodically change your Password to Online Banking and should require any User to also periodically change their Password.
- (e) You must ensure that at all times, Access Codes kept secure and are not disclosed to anyone except us in the course of using our Online Banking. Where you have authorized a Nominee to use Online Banking, that Nominee will be advised of Access Codes separately. You must ensure that the Nominee does not disclose their Access Codes to anyone except us in the course of his or her use of Online Banking.

5.2 Password and User ID Security

You must keep your password and User ID secure. Failure to do so may increase the Account Holder's liability for any loss.

TDB will NEVER ask for your personal and login details via email OR request in our website to input your IB access in a separate field from the normal Access point as our system is currently unavailable or under repair etc.

You must not, under any circumstance:

- (a) disclose your password to any person;
- (b) allow any other person to see you entering your password;
- (c) record your password anywhere, but rather, commit your password to memory;
- (d) choose a Password that is easily identified with you, for example your birth date, telephone number or child's name;
- (e) use the same password for any other purposes other than TDB Internet Banking;
- (f) send your personal details via return email; or
- (g) open an email attachment from a stranger as it could contain one or more malicious viruses.

If you select your own Access Codes, we encourage you for security reasons to change them on a regular basis.

If you receive an email from TDB that is suspicious in nature, please call our nearest branch to confirm. Always contact TDB on (676) 23 333 ext 300 if you have any concerns about the authenticity of an email.

5.3 What you must do if you suspect a breach of security of your Access Codes

If you suspect that the security of your Access Codes has been breached you must:

- (a) ensure that the Password is immediately changed; and
- (b) contact TDB immediately to advise us of the suspected breach.

6. Availability of Information

Information available through Online Banking concerning transactions and balances may not always be completely up to date, although, in most cases it should at least reflect the transactions and balances of an account up to the close of business on the previous day on which we were open for general banking business.

Not all services and functions offered through Online Banking are available at all times.

7. Liability

This clause sets out the Parties' liability for unauthorized transactions conducted through TDB Online Banking. Please read it carefully.

7.1 The Account Holder will be liable for actual loss of funds resulting from unauthorized transactions caused by the User or a Nominee:

- (a) engaging in fraud;
- (b) voluntarily disclosing your access codes to anyone, including a family member or friend;
- (c) keeping a record of your access codes without making a reasonable attempt to disguise it or to prevent unauthorized access to it in accordance with clause 4.2;
- (d) writing their password or a disguised record of their Access Codes on the electronic equipment;
- (e) selecting an Access Code that is easily identified with you such as birth date, telephone number or being an alphabetical code which is a recognizable part of their name, after we have advised you and the User or Nominee not to select such an Access Code and advised of the consequences of doing so;
- (f) using the same access code for purposes other than TDB Online Banking; or
- (g) acting with extreme carelessness in failing to protect an Access Code and failing to comply with TDB's security guidelines.

The Account Holder will also be liable for losses resulting from the User or a Nominee accessing Online Banking via a computer that the Account Holder knows contains software that has the ability to reveal to a third party, or to otherwise compromise, Access Codes and or customer information, including, but not limited to, account information.

In addition, the Account Holder will be liable for actual losses resulting from unauthorized transactions caused by the User or Nominee unreasonably delaying notifying us of:

- the misuse of an Access Code;
- loss of an Access Code; or
- an Access Code becoming known to someone else.

In these three cases an Online Banking Account Holder's liability will only extend to losses which occur between the time when the User or Nominee became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

7.2 When you are not liable:

The Account Holder will not be liable for losses resulting from unauthorized transactions where it is clear that the User or Nominee has not contributed to the loss. You may have contributed to the loss if you did not follow our guidelines for Access Code security in clause 4.2.

- (a) You will not be liable for unauthorized operations on an account for which the correct Access Codes are used if a User or Nominee was in no way responsible for the Access Codes becoming known to an unauthorized user provided and:
- (i) the User or Nominee, as the case may be, has notified us immediately upon becoming aware of or suspecting that an unauthorized operation has taken place;
 - (ii) you have regularly checked your account statements for unauthorized operation as soon as you have received them; or
 - (iii) you have provided all necessary assistance and co-operation with regard to any investigation of the circumstances giving rise to the unauthorized transaction.
- (b) You are not liable for loss of funds if:
- (i) the unauthorized use took place before the User or any Nominee, as the case may be, obtained the Access Codes from us; or
 - (ii) the unauthorized use took place after we were informed that Access Codes were lost, stolen, or used by someone without your authorization and the User or any Nominee changed the Access Codes as soon as we advised the User or any Nominee to change them.

- (c) In the situations described in paragraphs (a) and (b) of this sub-clause, we will credit that amount to your account but will have no further or other liability to you.

It is important to note that the Account Holder will not be liable for losses resulting from unauthorized transactions that:

- are caused by the fraudulent or negligent conduct of the Bank's staff, authorized agents or companies involved in networking arrangements;
- happen before the User or Nominee receives or selects their Access Code(s);
- happen after we have been notified that an Access Code has been misused, lost or stolen or that the security of any Access Code(s) has been breached; or
- are the result of the same transaction being incorrectly debited more than once to the same account.

The Account Holder will not be liable to pay for:

- that portion of the losses incurred which exceed the balance of their account(s), including any pre-arranged credit; or
- incurred on any accounts which the Account Holder and TDB had not agreed could be accessed using Online Banking.

For Online Banking, the Account Holder's liability is subject to the Bank proving on the balance of probabilities that the User contributed to the losses in one or more of the ways listed above.

7.3 When we are not liable

Subject to, (i) clause 7.4 headed Non-excludable Warranties and Conditions; and (ii) our liability to re-credit funds to your account where you are not liable as set out above, we will not be liable for:

- (a) any party's reliance on information obtained through use of Online Banking;
- (b) any failure or delay of Online Banking to provide information or perform operations requested, including a failure to process a request received before a cut-off time on the same or next Banking Business Day, or failure or delays caused by third parties;
- (c) other than for our proven negligence, fraud or willful misconduct, any amount in excess of 500 units of the currency in the country in which you are registered;
- (d) indirect, consequential or special loss or damage (including but not limited to loss of or damage to your data, software, computer, telecommunications or other equipment caused by your use of Online Banking unless such loss or damage is directly and solely caused by our negligence or deliberate default), howsoever caused, including negligence arising from using our Online Banking; or
- (e) unavailability of Online Banking (including if the use of Online Banking is not permitted by local law for any reason), and events beyond our control such as but not limited to an Internet connection.

7.4 Non-excludable Warranties and Conditions

Nothing in these Terms and Conditions shall operate so as to exclude, restrict or modify the application of any of the provisions of any legislation that the TDB is subject to, the exercise of a right or duty conferred by such legislation, or the TDB's liability for a breach of a condition or warranty implied by such legislation, where to do so would breach such legislation or is otherwise illegal.

8. Availability and variation to these conditions including fees and charges

8.1 Where you can see the Terms and Conditions

These Terms and Conditions of use will be made available for viewing on the Online Banking sign-in page.

8.2 How we can give notice to you including notice to vary these Terms and Conditions

We may vary these conditions generally by either providing written notice to you before a change becomes effective:

- (a) by a notice displayed on a screen of Online Banking;
- (b) written notice to you addressed to the last address we have recorded on file for you;
- (c) by advertisement in a major newspaper; or
- (d) by notice displayed in our branches.

We may adopt any one or more of the above methods of providing notice whenever we are required to provide notice to you.

8.3 Continued Use is Acceptance of Change

Use of Online Banking after notification to you by a method referred to in clause 8.2 above will constitute your acceptance of the variation.

8.4 Help Files are Part of These Terms and Conditions

Help Files and on screen notices form part of these Terms and Conditions. By using the function to which the Help File or on screen notice applies, you accept the Help File and on screen notices are part of these Terms and Conditions.

9. Fees and Charges

9.1 Normal Account and Transaction Fees

Normal transaction fees apply to the accounts which you access using Online Banking. These fees are stated in the Terms and Conditions of those accounts or are available from us.

9.2 Notice of Fees

Fees and charges (if any) applicable to Online Banking will be advised to you from time to time on the website.

9.3 Account for Payment of Fees and Charges

You may be asked to nominate an account held by you with us to which fees, charges and any taxes and government charges applicable to Online Banking may be debited. If you do not nominate an account we are authorized by you to debit any of your accounts held with us (whether alone or jointly with any other person).

10. Termination

10.1 Termination by You

You or your Nominee may terminate your Online Banking access at any time by giving us written notice or informing our **Internet Help Desk**. This notice shall be effective once we have received it and may be given to a secure message function of TDB.

10.2 Termination by Us

For security purposes, the Bank will provide a limited period for accounts with no online activity. The maximum period for non-activity recorded in any account will be **30 days**. After 30 days, the Online Banking connection will be disconnected.

We may terminate your use of Online Banking by giving written notice addressed to the last address notified by you to us, or by one of the methods referred to in clause 8.2 dealing with variation of conditions.

10.3 Suspension or Termination by us without notice

We may suspend or terminate your use of Online Banking without giving you notice, where we reasonably believe that such access should be suspended or terminated.

Some examples may include the following –

- (a) in order to protect the integrity or security of our website;
- (b) for the purposes of maintenance;
- (c) for reasons beyond our control such as internet outages;
- (d) when lawfully directed to do so;
- (e) where an enquiry has been made to us of the type identified in clause 2.7; or
- (f) you have not accessed Online Banking for a lengthy period.

11. Value Limits and Cut Off Times

11.1 Imposition and Variation

We may at any time, and from time to time without notice, impose daily or other limits, and or vary the maximum amount you may transfer from your account using Online Banking.

11.2 Impact of change to Value Limits

This may affect your ability to make a Payment using Online Banking and may affect value limits that you have authorized where your nominated value limit is higher than the one we impose. Value limits applicable to specific functions appear in the Help Files.

11.3 Cut-Off Times

Instructions received after a cut-off time may not be processed until the next Banking Business Day. This may be the case even if Online Banking shows a change in account balances resulting from the operation. Different cut-off times apply to different instructions. For details of current cut-off times, refer to our Help Files.

11.4 Variation of Cut Off Times

We may vary cut-off times at any time. While we will endeavour to advise you of any permanent or long term variation to cut-off times, from time to time we may need to make temporary changes without notice.

12. Indemnity

To the extent permitted by law, the Account Holder agrees to indemnify TDB against any loss or damage TDB may suffer due to any claim, demand or action of any kind brought against TDB arising directly or indirectly because the Account Holder and/or the Authorized User, including a Business Operator;

- did not observe their obligations under these Terms and Conditions; or
- acted negligently or fraudulently in connection with these Terms and Conditions.

13. Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or relating to these Terms and Conditions or a breach thereof, the Parties agree to use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, in recognition of their mutual interests, endeavour to reach a just and equitable solution that is satisfactory to both Parties.

Where the Parties do not reach an amicable solution within a period of 60 days, then, upon written notice by one Party to the other, all disputes, claims, questions, or differences shall be finally settled by reference of the matter to a sole arbitrator who is nominated and agreed upon by the Parties.

The sole arbitrator will consider the matter impartially before making a decision which is binding on the Parties. The hearing shall take place in Tonga, unless the Bank otherwise agrees in writing.

14. Unenforceable provisions

If any provision in these Terms and Conditions is held to be unlawful or unenforceable by the applicable law of a jurisdiction, it shall not, to the extent permitted by that law, affect the validity and enforceability of the remaining provisions and shall be replaced by a provision that is enforceable that, to the extent possible, reflects the provision that is unlawful or unenforceable.

15. Governing law

These Terms and Conditions, in its entirety, shall be governed by and construed in accordance with the laws of Tonga.