



Bank of St. Helena Ltd.

www.sainthelenabank.com

Online Banking Terms and Conditions

These Terms and Conditions apply to all registered Customers (“registered Customers” / “you” / “your”) using Bank of St Helena Ltd (“the Bank” / “we” / “our”) banking services online (“Online Banking”).

1. Definition

Online Banking is an online service that enables registered Customers to access all of their personal and business accounts via the Internet. Online Banking services can be accessed using an internet enabled computer or other device.

2. Services currently available through Online Banking

The Bank currently offers the following services via Online Banking (please note that services available to Registered Customers will depend upon the Current Account Package that the Account Holder has registered for):

- the viewing and printing of statements;
- the transfer of funds between the registered Customer’s accounts with the Bank; or
- the transfer of funds from the registered Customer’s account with the Bank to other bank accounts held with Bank of St Helena (whether in the name of the Registered Customer or a third party); and
- approved collection of funds from registered Customer accounts with the Bank for services such as Direct Debits

The Bank strives to introduce new products to meet the needs of its customers and will advise when additional Online Banking service features become available.

The Bank may make operational changes or remove the facilities and services made available via Online Banking at any time. The Bank will notify registered Customers of any material changes by placing a message on its website or otherwise notifying Customers in writing.

Registered Customers will be responsible for all transactions carried out using Online Banking and for repayment of any debt that arises from such use.

3. Accounts that can be accessed via Online Banking

At present the Bank offers all registered Customers (personal and business) the ability to access all of their Current and Savings accounts via Online Banking.

Customers interested in these services are advised to contact the Bank for further details or visit the Bank’s website at www.sainthelenabank.com

4. Other applicable Terms and Conditions

These Terms and Conditions are in addition to the [Account Terms and Conditions](#).

In cases where additional products are offered in conjunction with Online Banking services, the Terms and Conditions of such other services are also applicable.

Head Office: Market Street · Jamestown · St Helena Island · STHL 1ZZ

T. +290 22390 · F. +290 22553 · email. info@sainthelenabank.com · web www.sainthelenabank.com

Established and regulated under the Financial Services Ordinance, 2008, the Financial Services Regulations, 2017 and the Company Ordinance, 2004

If there are any discrepancies between these Terms and Conditions and the Account Terms and Conditions, the Account Terms and Conditions will take precedence.

5. Registration for Online Banking

All Personal or Business customers with Current or Savings, Accounts may apply for Online Banking services. However, the Bank reserves the right to decline applications, at its discretion and without explanation.

In order for the Bank to provide customers with the appropriate service, customers who wish to register for Online Banking must do so either at the Bank's Head Office premises in Jamestown, the Bank's branch office in Georgetown Ascension Island, or by completing an application form online at www.sainthelenabank.com.

The Bank will provide written guidelines on the use of its Online Banking services to all registered Customers. Should registered Customers require any assistance when using the Online Banking services, the Bank may be contacted by telephone +290 22829 or email helpdesk@sainthelenabank.com during normal working hours.

6. Use of Customer Information upon Registration

The Bank will require all prospective customers to provide personal/business information, including current contact details, when registering to use Online Banking. This information will be used by the Bank in order to verify instructions with prospective customers via telephone, or to contact registered Customers or prospective customers regarding any other issues related to their banking requirements.

Customers must ensure that all instructions and information given is accurate and complete; the Bank will not be liable for any loss resulting from customers failing to do so.

The Bank will use Customer Information in accordance with its Privacy and Data Protection Policy.

7. Fees and Charges

Online Banking fees are inclusive of the Bank's Current Account Packages. For fee enquiries, please contact the Bank on telephone +290 22829 during normal working hours or via our website www.sainthelenabank.com.

8. Availability of Online Banking

The Bank will endeavour to make access to Online Banking available to Registered Customers 24 hours a day, 7 days a week. However, the Bank cannot guarantee uninterrupted or continuous access to Online Banking, nor can it guarantee the speed with which customers will be able to access and use Online Banking.

In the event that the Bank is aware that Online Banking services cannot be provided, Registered Customers will be notified accordingly. The Bank reserves the right to discontinue accessibility at any given time and will endeavour where possible to give advance notice to Registered Customers.

The Bank is not liable for any losses, damages, costs or other expenses suffered by the Registered Customer or any other parties arising from Online Banking being unavailable in whole or in part.

9. Equipment used to access Online Banking

The Registered Customer is responsible for obtaining and maintaining their computer and other equipment which is used to access Online Banking and for ensuring that it is compatible with the Online Banking Service. The Registered Customer is also responsible for ensuring the necessary licences for any third-party software is held on their computer and other equipment. The Bank has no responsibility or liability in relation to the Customer's computer or other equipment.

Registered customers must pay all telephone, ISP and other charges incurred in accessing Online Banking. The Bank may (but is not obliged to) monitor and record telephone calls between the customer and the Bank to ensure customer instructions carried out correctly and for security or training purposes.

The Bank endeavours to keep Online Banking free from viruses and corrupt files. Registered Customers are responsible for maintaining up to date anti-virus software on their computer and other equipment. The Bank will not be liable for any loss or damage suffered if a Customer's computer or equipment is infected by a virus or corrupt file, unless such loss or damage is the direct result of the Bank's negligence or deliberate default.

10. Restriction of Access

The Bank reserves the right to restrict access to its Online Banking services to Registered Customers. In the event that registered customers find their access rights have been restricted, and they have not been formally notified by the Bank, registered customer should contact the Bank on telephone number +290 22829 for assistance, during normal business working hours.

The Bank is not liable for any losses, damages, costs or other expenses suffered by the Registered Customer or any other parties arising from restricted access, for any cause beyond its reasonable control, nor for the Bank exercising its discretions in respect of accessibility of Online Banking.

11. Amending or Cancelling the Online Banking Service

Online Banking is provided as a feature of the Bank's Account Package service and as such the timeframes, set out in the Bank's Account Terms and Conditions, will apply.

If a registered customer requests an amendment or cancellation of their Online Banking services an Account Package Amendment Form should be completed.

12. Referral Limits and Delay/Decline of Transactions

Referral limits restrict straight through processing of individual transactions to a limited value; the default referral limit for all customers upon registration to the service is £5,000.00.

Personal banking customers can request a lower Online banking referral limit by completing and submitting an Account Package Amendment Form, where the referral limit may be set to any value not exceeding the maximum of £5,000.00.

Business banking customers may negotiate an agreed referral limit upon service registration; this agreed referral limit may be below or above the default and maximum referral limit values stipulated by Bank of St Helena Ltd.

Transactions exceeding referral limits will be delayed until transaction confirmation is received from the Registered Customer.

Transactions exceeding funds available within accounts will be delayed/declined. Registered Customers are strongly advised to ensure sufficient funds are available in accounts before processing payments.

13. Time delays in carrying out Online Transactions

Whilst the Bank endeavours to make access to Online Banking available 24 hours per day, 7 days per week, the updating of online transactions on accounts will take place during normal banking hours.

The Bank's cut off times for processing online transactions is 4:00 p.m. Monday to Saturday (subject to changes which are advertised on the website or via local media). The Bank does not normally trade on Sunday. Online transactions conducted after this time, will be processed on the following normal business working day.

The Bank may delay, decline or reverse any instruction received in relation to Online Banking if:

- a) Referral limits have been exceeded or insufficient funds are available. (Please see section 14 below for more information about referral limits and delay/decline of instructions);
- b) the Bank reasonably suspects that the instruction might be unlawful or associated with fraudulent or criminal activity;
- c) The Bank reasonably believes that by carrying out the instruction it might breach a legal or other duty that applies to the Bank;
- d) The registered Customer is in breach of any of the Bank's Terms and Conditions; or
- e) Circumstances exist beyond the Bank's reasonable control, which prevent or delay the compliance with the instruction.

In these circumstances, the Bank will not be liable for any losses, damages, costs or other expenses suffered by the Registered Customer or any other parties arising out of any delay, decline or reversal of any instruction.

14. Responsibility for correct information

The Bank's Online Banking facilities are designed to reduce the risk of errors occurring. However, the responsibility lies with Registered Customers to check all instructions given to the Bank, to ensure that all the information provided to the Bank is correct.

The Bank is not liable for any instructions given, which prove to contain incorrect information, and results in an instruction being carried out that was not intended.

15. Security

The Bank will provide all Registered Customers with User ID's and Activation Codes. The setting up and maintenance of unique passwords and authority codes will be the responsibility of Registered Customers. This helps to ensure security of accounts online. It is the Registered Customer's responsibility to safeguard their password and other security details; the Bank does not accept liability for any transactions carried out by third parties, who may have come into possession of a Registered Customer's security details due to loss or negligence by the Registered Customer or any user of a multi-user account.

It is the responsibility of Registered Customers, with multiple users on accounts, to update user(s) access rights, and delete users where appropriate. The Bank does not accept liability for any transactions carried out by users given access rights by Registered Customers, but which may act contrary to the wishes of the Registered Customer.

The Bank will never ask Registered Customers for their full password or security details; registered customers must not disclose their Online Banking details to anyone claiming to be Bank personnel. If a Registered Customer is approached to disclose their Online Banking details, the Registered Customer must contact the Bank on telephone number +290 22829 during normal business working hours whereupon the Bank will be able to confirm the authenticity of the approach.

Where the Registered Customer suspects that a third party is aware of their password or security details, the Registered Customer must inform the Bank on telephone number +290 22829 during normal business working

hours. Failure to do so, will result in the Registered Customer being liable for any unauthorised payments on their account confirmed by the use of their password or security details.

The Registered Customer is responsible for all instructions given by them or anyone acting with their authority between the times the customer passes the security procedure, as part of the login process, up to the time the customer logs out of the Online Banking Service. Registered customers should not leave the computer, or other equipment on which they are accessing Online Banking, unattended whilst logged on to the Online Banking service.

The Bank has measures in place to ensure, as far as possible, the security of Online Banking. Read the Bank's security documents online at www.sainthelenabank.com, which provides further information about online security, and the steps which the Bank takes to ensure its Customer' security. See also the Bank's Customer Data Security guidance, available from the Bank's offices and on its website, www.sainthelenabank.com.

16. Cookies

Cookies are text files that are stored on a computer when visiting websites. Some website features will only work if cookies are used; cookies required for Online Banking will be used to allow:

- Online Banking Log on and navigation between pages;
- Registered Customers to apply for products and services online; and
- Remember preferences set by the Customer.

By using the Bank's Online Banking Website, the Registered Customer accepts the use of Online Banking cookies. Read the Bank's privacy statement regarding the use of any personal information received from the Customer using any of the Bank's online services.

17. Suspension and Termination

The Bank may suspend, withdraw or restrict the use of Online Bank in whole or in part where:

- a) the Bank has reasonable grounds to suspect that the Customer's password and security details have not been kept safe; or
- b) the Bank has reasonable grounds to suspect unauthorised or fraudulent use of the Customer's account; or
- c) the Bank has reasonable grounds to believe that the Customer may have difficulty in meeting their commitments; or
- d) the Bank considers it appropriate for the Customer's protection.

Unless the Bank is unable to contact the Customer, or there is a legal reason or other circumstances beyond the Bank's control preventing them from doing so, the Customer will be notified in writing before taking this action.