



UNION TRUST BANK LIMITED INTERNET BANKING

TERMS AND CONDITIONS FOR USE OF THE INTERNET BANKING SYSTEM

Terms and Conditions

1. Definitions

In these terms and conditions which shall be governed by Sierra Leone law,

‘The Bank’ means Union Trust Bank Limited, a company registered in Sierra Leone under company Act Cap. 249.

‘Account’ means any account(s) held by the Bank in the name of the Customer whether in single or joint names, other than those specific accounts which the Bank determines are not available for us in conjunction with UTB E-Banking.

‘Customer’ means an individual, partnership, company or corporate, trust or unincorporated association or entity which has accepted these terms and conditions for the provision of UTB E-Banking. Where the customer is more than one person or entity the liability of each to the Bank shall be joint and several.

‘UTB E-Banking’ means the Internet Banking Service provided by the Bank that enables the customer to obtain access to information and give instructions to the bank via the Website as listed below:

- a. Accessing Account information relating to balances and transactions.
- b. Printing statements from E-Banking Website.
- c. Requesting for official statements.
- d. Requesting for cheque book.
- e. Creating Additional Users.

‘Password’ means the code comprised of letters and/or numerals chosen by each User which they will be required to enter when logging onto UTB E-Banking.

‘Security details’ means the user ID and Password (or any combination thereof) of user.

‘User’ means any person who has access to the system i.e. can view account balances, print statements online and request for cheque book and statements.

‘User ID’ means the E-mail address of each User, (E-Banking Customer).

‘Website’ means the website through which UTB E-Banking may be accessed www.utrustbank.com as notified to the customer from time to time.

2. Terms and Conditions

The Bank may vary these Terms and Conditions at any time by giving the Customer not less than 30 days notice of any change to these Terms and Conditions except where the change needs to be made sooner to protect the security of UTB E-Banking or the Customer or where the change is dictated by circumstances beyond the Bank's control. If the change is clearly to the detriment of the Customer, UTB E-Banking will notify the Customer personally and ignore the 30 days notice period which applies to termination of UTB E-Banking. Changes to these Terms and Conditions will be made to:

- a. Reflect a change in market conditions, good banking practice or legislation
- b. Reflect a development of change in the service or facilities the Bank provides, or
- c. To ensure the good management or competitiveness of the Bank's business.

Changes may be notified either in writing or by way of a notice appearing on the Bank's public website or by e-mail to the most recent e-mail address held on the Bank's records.

3. Accounts

Unless instructed or determined otherwise by the Bank, the Bank will make all the Customer's Accounts available through UTB E-Banking.

4. Joint Accounts Partnership

UTB E-Banking may be used in connection with joint Account/Partnership provided that all Account holders consent to operate the Account via UTB E-Banking (whether or not any of them wish to take advantage of UTB E-Banking themselves). Any consent given pursuant to this Clause 4 shall supersede any other existing arrangements that may apply to the operation of such Joint Account.

5. Security

To enable the Customer to use UTB E-Banking, the Bank will issue the Users with the necessary Users Information by secure means.

The Customer must notify the Bank of the removal of any User immediately (by the fastest means possible) and must subsequently confirm such removal in writing.

The User of E-Banking shall not disclose nor allow anyone else use access to their secured information. The User shall take all reasonable precautions to ensure that the information remains secret and confidential and is not disclosed to anyone else.

These shall include:

- a. Never allow anyone to have access and knowledge of the User ID and password.
- b. Never leave the E-Banking web page unattended without first logging out.

The customer should contact the bank immediately on realizing that the user's name and password have become known to unauthorized person.

6. Acting on Customer Instructions

The Bank is irrevocably and unconditionally authorised by the Customer to act on all instructions provided other conditions have been fulfilled.

7. Customer Obligations

When using UTB E-Banking the customer shall at its own expense provide and maintain facilities suitable for gaining access to UTB E-Banking and shall be responsible for ensuring that these meet any requirement specified by the Bank from time to time.

The Customer shall let the Bank know immediately if it becomes aware of any failure to receive or delay in receiving any authorizations or instructions through UTB E-Banking. The customer shall use its reasonable endeavours to assist the Bank in any remedial steps proposed by the Bank in relation to any failure, delay, error, defect or corruption.

The Customer shall not use any part of the website nor link any other website to the E-Banking website without prior written consent of UTB Management.

8. Charges

The Bank reserves the right to charge the Customer a fee for the use of UTB E-Banking. Please note that UTB E-Banking is free as of now.

9. Termination

Either party reserves the right to terminate this contract for failing to comply with the Terms and Conditions of Service.

I Mr/Mrs/Ms/Dr/ confirm that I have read and understood the contents of the Terms and Conditions of Service of UTB's E-banking.

Sign:.....

Date:.....

Sign:.....

Date:.....

