

ACCOUNT TERMS AND CONDITIONS

These Terms & Conditions apply to all Bank of St Helena Ltd Accounts.

In these Terms and Conditions:

- 'the Bank', 'We' and 'Us' and derivatives thereof refer to the Bank of St. Helena Ltd. and, as applicable, its employees and agents.
- 'the Account Holder, 'You', Customer and derivatives thereof refer jointly and severally to the holder(s) of accounts with the Bank of St. Helena Ltd.
- References to St Helena (the island) *include the entire jurisdiction of St Helena, including Ascension Island.*

1 Opening an Account

1.1 Qualification

Organisations and individuals aged eighteen (18) years or over who are of St Helenian status, or have a clear St Helena connection, can apply to open an Account. This is normally defined as an individual that either:

- Is a Saint Helenian or has St Helenian status.
- Has a current entitlement to undertake paid employment on St Helena. However, it should be noted that upon completion of contracted employment on St Helena (i.e. departure from the island) the Account(s) must be closed prior to the Customer's departure from the island.
- Owns property on St Helena.
- Is a close or dependent relative, or life partner of someone in any of the above categories.
- Is a Business registered by the Companies Registrar of St Helena, and/or with the St Helena Government Income Tax Office or Companies contracted to St Helena Government to undertake works on St Helena.
- Is a St. Helena-based voluntary organisation (e.g. clubs, societies and charities).
(References to St Helena include the entire jurisdiction of St. Helena, including Ascension Island).

Although the qualifying age for opening an account is eighteen (18) years and over, persons from the age of sixteen (16) years may open an Account with the Bank as per the qualification above, however, the individual must demonstrate that they have some form of employment hence the need for the Account.

To open an Account with Bank of St Helena Ltd Customers will be required to submit the necessary supporting documentation along with their Account Opening Application. Details of the required supporting documentation can be found on the relevant Account Opening Application Form.

Accounts may also be opened for non-St Helenian businesses, at the discretion of the Managing Director, where the primary purpose of the account is a benefit to the people or businesses of St Helena.

Accounts may also be opened for persons under sixteen (16) years of age by an authorised adult (see section 2.1.1, Current Accounts for Minors and 2.1.3 Child Bond Savings Accounts).

1.2 Customer Identification and Verification

To comply with Know Your Customer and other International Anti-Money Laundering Regulations the Bank will require Customers to produce, to its satisfaction, evidence of their identification and physical address (previous and current). This will include, but is

not limited to, a copy of a valid passport and or birth certificate, and a household billing invoice.

The Bank may take up references or otherwise to satisfy its compliance requirement of a Customer's suitability as an account holder. The Bank reserves the right to refuse to open an account or to accept a deposit without specifying a reason.

Any application request to open an Account can take five (5) to seven (7) normal business working days to process, from the date of receipt of the application at the Bank, providing all supporting documentation submitted, meets the Bank's requirements and satisfaction. Where an application is not received by the 15th of the month, and the requested account package features includes the Online Banking and Interest-Free Overdraft, the account package will not be applicable until 01st of the following month. However, customers can request account package services to be activated before the end of the month, but must be aware that the full monthly fee will apply and the 5 to 7-day processing period will still be in effect.

2 Operating a Bank of St Helena Account

2.1 Account Specific Terms

2.1.1 Current Accounts

The Bank offers customers various Personal and Business Current Account Packages. Customers may apply for any of the Personal or Business Current Account Packages available, providing the Applicant meets the Bank's criteria for opening the Account, see section 1.1. Qualification.

- Individuals aged eighteen (18) years or over who have St Helenian status, or have a clear St Helenian connection, can open a Current Account, see section 1.1 for full qualification criteria.
- Interest is calculated on a daily basis and is paid annually on 31st March.
- A Current Account can be closed by the Bank at any time, without notice, provided it is not overdrawn at the time and does not have a loan attached. An Account may also be closed at any time by the Customer upon written instruction being received by the Bank. To close an overdrawn account the Customer must first repay the overdraft and any overdraft interest due. To close an account with a loan attached, arrangements must be made with the Bank's Lending Section.
- All Individual and Joint Current Accounts opened after 01 June 2020 include the Basic Account Package, inclusive of a Local Debit Card and print or emailed monthly statements free of charge.
- All applications received before 01 June 2020 can apply for a Package using the relevant form and appendices.
- Online Banking is available on Bank of St Helena Current Accounts. Both Local Debit Cards and Online Banking services are subject to the relevant Terms and Conditions. These can be found on the relevant application forms and are available on request from the Bank.
- Persons identified as a 'Politically Exposed Person' will be requested to submit additional information as required by the Bank.

Current Accounts for Minors:

- A Current Account may be opened for a minor (i.e. someone aged under eighteen [18] years of age) by anyone over the age of eighteen (18) years who is able to demonstrate, to the Bank's satisfaction, a parental or legal guardian relationship, or have been given written approval to do so by the parent or legal guardian.



- Accounts opened for minors will automatically become the sole property of the minor when he or she reaches the age of eighteen (18) years. However, a Current Account can be relinquished to the named minor account holder from the age of sixteen (16) years, provided he or she is in employment and if permission is given by the signatory of the said Account.
- A Local Debit Card will not be issued to a Current Account held for a Minor. These accounts will also not attract an interest free Overdraft or register for Online Banking.

Special Provisions for Joint Accounts:

- Unless otherwise specified in writing, the Bank will accept instructions for operating an account, held jointly, from **either** authorised signatory.
- Credits/debits will be accepted for joint accounts where the designated recipient is any of the account holders, unless the credit specifies "sole account only".
- In the event of the death of a joint account holder, the account will remain fully operational under the instructions of the remaining account holder.

Account Packages and Fees:

Please refer to the Account Package information for full package details and associated monthly fees, available on the Bank's website or from any bank office.

2.1.2 Term Savings Account

- Any person who meets the Bank's criteria for opening a Current Account can apply for a Term Savings Account.
- The Deposit term is one (1) year which at present runs from 01 July to 30 June.
- There are no limits placed on the number of deposits made to a Term Savings Account.
- This Account attracts a higher interest rate than that of the Current Accounts, and this rate is fixed for the deposit term.
- Interest is calculated on a daily basis and is paid at the end of the term i.e. 30 June.
- Only one withdrawal arrangement can be made from the Term Savings Account per year to qualify for the higher interest rate attracted. More than one withdrawal results in the account reverting to a Current Account and the applicable Current Account Terms, Conditions and Interest Rate will apply. Once converted to a Current Account, the Account can only be reverted to a Term Savings Account in the new term.
- If a Term Savings Account is opened for a Minor, the Account can be relinquished to the minor Account Holder from the age of sixteen (16) years, provided they are in regular employment and if permission is given by the signatory of the said Account.
- When the fixed term expires, the Term Savings Account automatically rolls over into the next fixed term, unless the Bank is otherwise instructed by the Customer.

2.1.3 Child Bond Savings Account

- Any adult, who meets the Bank's criteria for being an account holder, may open a Child Bond Savings Account for a child aged seventeen (17) years or under, who is St Helenian or has St Helenian status.
- A parental or legal guardian relationship must be shown, or written approval must be given from a parent or legal guardian to open the account.
- Where the child is aged Sixteen to Seventeen (16 – 17) years, he or she may open the Account without an adult's involvement providing they are in regular employment.
- This Account attracts a higher interest rate than that applied to Current Accounts. Interest is calculated on a daily basis and paid annually on 31 March.
- The deposit term is until the child reaches the age of eighteen (18) years. Once the Account reaches maturity the balance is

transferred to a Current Account in the name of the child and the applicable Terms and Conditions will apply.

- There are no limits placed on the number of deposits made to a Child Bond Savings Account.
- Withdrawals are not permitted on a Child Bond Savings Account.
- A Child Bond Savings Account cannot be closed before the maturity date, except in extreme circumstances, which will need the Managing Directors written approval.
- In the event of the death of a child, the Bank will act in accordance with the instruction of the duly appointed Executor.

2.1.4 New Life Savings Account

- St Helenians or Persons of St Helenian status, aged less than Sixty-Five (65) years can open a New Life Savings Account.
- This Account attracts a higher interest rate than that applied to Current Accounts. Interest is calculated on a daily basis and paid annually on 31st March.
- The deposit term is until the Account Holder reaches the age of sixty (60) years, or optionally sixty-five (65) years. Once the Account reaches maturity, the balance is transferred to a Current Account and the applicable Terms and Conditions will apply.
- There are no limits placed on the number of deposits made to a New Life Savings Account.
- Withdrawals are not permitted on a New Life Savings Account.
- A New Life Savings Account cannot be closed before the maturity date except in extreme circumstances, which will need the Managing Directors written approval.
- In the event of the death of the Account Holder, the Bank will act in accordance with the instruction of the duly appointed Executor.

2.2 Interest Rates

Whilst an Account has a credit balance the Bank will pay Credit Interest on the balance, in accordance with the Account Specific Terms (see section 2.1) applicable for the type of Account.

The Bank calculates Credit Interest on a daily basis, on cleared credit balances and is applied annually. Debit interest is calculated on a daily basis and is applied monthly to Accounts that enter an Unauthorised Overdraft Status.

The Bank will display the current rates of Credit and Debit Interest applied on various accounts at its offices and on its website.

All Bank Interest Rates are subject to change at any time, without notice, and will become applicable at midnight on the day they are announced unless otherwise advertised. Changes made to rates will be announced by notices posted prominently in the Bank's offices and on its website, and may be further announced by other means, at the Bank's discretion.

2.3 Operating Instructions

In the following all references to "an authorised signatory" shall be read, in the case of joint accounts, as applying to any or all authorised signatories, as applicable to the Account including Per Pro and Power of Attorney authorities.

The Account Holder(s) requests and authorises the Bank:

- To honour and debit to the account all payment instructions by an authorised signatory.
- To act in accordance with any instructions received from an authorised signatory, whether written, electronic or verbal, without being obliged to make any enquiries as to why such instructions were given. Note that debits from your account must be accompanied by written authorised instructions.



2.3.1 Authorised Signatories

The Bank will accept instructions to operate an account from the Account Holder (or in the case of minor account holders, individual/s holding the account on the minor's behalf), persons holding an applicable Power of Attorney and/or Per Pro Signatory Authorities.

Per Pro Signatories:

A Per Pro Signatory is authorised to withdraw and deposit cash; sign Account Transfers and International Remittances; Set up Standing Orders and Direct Debits, and receive Statements.

Per Pro Authorities cannot authorise other individuals to undertake transactions on the named Account nor are they authorised to close an account without written instruction from the Account Holder.

Power of Attorney Signatories:

Power of Attorney Signatories hold full authority on the Account.

For Power or Attorney of Per Pro Signatories to hold a Local Debit Card affiliated with the Account they are assigned to, the Account Holder, if they so wish, must apply in writing to the Bank via the relevant form to issue a card to the appropriate signatory.

Following the death of an account Holder the Bank will act in accordance with the instructions of the duly appointed Executors. Where a Business is in receivership, the Bank will act in accordance with the instructions of the duly appointed Receivers. In the case of a joint account held the account will remain fully operational under the instructions of the remaining account holder.

2.4 Overdrawn Accounts

2.4.1 Authorised Overdrafts

Authorised overdrafts are only permitted on Current Accounts; interest and charges will be calculated and charged in the manner, and at the rates, that apply to the Customer's Current Account Package. The Bank reserves the right to decline or withdraw an authorised overdraft facility without specifying a reason.

Unless stipulated otherwise in the Current Account Terms and Conditions, Customers are not permitted to overdraw their Account (i.e. create a debit balance) without the express written consent of the Bank. Where an overdraft has been arranged, the Customer is not permitted to exceed the authorised overdraft limit.

Where an Account enters into an unauthorised overdraft, the Account Holder(s) accept joint and several liabilities for repaying, with interest, any unauthorised overdrawn amount.

The Bank reserves the right to off-set, i.e. move money from other accounts held by the Customer, whether jointly or individually, without notice, to repay an unauthorised overdraft and the overdraft interest thereon.

Any overdraft interest, whether authorised or unauthorised will be debited from the Account on the last business day of each month.

The Bank has the right to deduct any owed fees which can place your account into unauthorised overdraft.

2.5 Changing the Details of an Account

Where customers change any of the information held by the Bank, e.g. change of name, address or contact details, the Customer must notify the Bank using the appropriate forms provided by the Bank.

2.5.1 Current Account Package Upgrade:

A Current Account Package maybe upgraded providing that at least 2 working days' notice has been given in writing:

- Applications for upgrades received prior to the 15th of each month will incur the cost difference between the existing and upgraded Account Package monthly fee; additional services offered by the upgraded package will be activated upon the completion of upgrade.
- Applications for upgrades received after the 15th of each month will become effective on the 1st of the following month. However, customers can request account package services to be activated before the end of the month, but must be aware that the full monthly fee will apply and the 5 to 7-day processing period will still be in effect.

2.5.2 Current Account Package Downgrade:

An Account Package can be downgraded provide at least two (2) normal business working days' notice is given in writing. Downgrades will become effective on the 1st of the month following the notice period and fees will be amended accordingly.

2.5.3 Current Account to Term Savings Account

Current Accounts can be converted to a Term Saving Account providing that at least 2 working days' notice is given in writing; conversions are effective immediately.

2.6 Dormant Accounts/Loss of Contact

All Current Accounts held by the Bank which there have been no transactions, other than transactions initiated by the Bank, for a period of one (1) year will be classed as an Inactive Account. If the account remains inactive for a further year, it will be classed as a Dormant Account by the Bank and will be subject to the relevant fees and charges published by the Bank (see the Bank's Rates, Fee and Charges brochure). If a current account remains in dormancy status beyond the period of seven (7) years, the account will be closed.

Customers are required to take all necessary measures to ensure that regular contact with the Bank is maintained. In the absences of contact between the customer and the bank, or between the Bank and the customers authorised agent and where the Bank is of the opinion that it does not hold the customers most recent correspondence address, including electronic contact details, on file and that it cannot, after making reasonable enquires, contact the customers, the Bank may transfer the balance on the account to dormancy status.

3 Closure of Accounts

An Account may be closed in line with the relevant Account Specific Terms (section 2.1 above). Signed, authorised instructions closing the Account must be presented in person at any Bank office, or authorised in writing by post, fax or scanned e-mail.

Credit Interest up to the preceding business day will be calculated and added to the Account and the balance paid out to the Account Holder.

The Account Holder may choose to receive the payment in cash or by transfer to another bank account. Transfers outside of St Helena will incur the relevant charges.

Non-St Helenians who leave the island will be required to close their accounts before departure.

Bank of St Helena reserves the right to close an account at any time without specifying a reason.



Accounts that qualify for closure must hold a credit balance, where an overdraft exists, the balance must be cleared before the Account may be closed.

In extenuating circumstances or where account holders intend to return to, or remain on island, following completion of contract, account holders can apply for accounts to remain open for the extended period. If after this extended period accounts remain open, the Bank has the right to close the account without prior notification.

4 Prevention of Illegal Activity

The Bank reserves the right to conduct business in a manner which allows it to meet Local and International obligations and regulations with regard to the prevention of criminal activities, including money laundering. Therefore, please note that:

- Account Holders may be asked to explain, and provide evidence to support, any transaction the Bank is instructed to undertake on the Account Holder's behalf, or any transaction that has been conducted on their behalf. The Bank reserves the right to decline any transaction, or defer it until such explanation has been received and deemed satisfactory by the Bank. Such explanations are to be provided within fourteen (14) days of receipt of a verbal or written request from the Bank.
- The Bank may decline to conduct a transaction on an Account Holder's behalf, without giving a reason.
- The Bank may be required to report any transaction requested by an Account Holder to conduct, whether or not the Bank has agreed to conduct it, to the appropriate authorities, as required in the applicable legislation. The Bank undertakes that it will use this power only where appropriate, in order to prevent or detect illegal activity.

The Bank will attempt to minimise the impact of these requirements when conducting Customer transaction(s), and request Customer cooperation in the operation of these procedures.

See also the Bank's Customer Data Security document which offers guidance in this area, available from Bank offices and its website, www.sainthelenabank.com.

5 Queries and Complaints

All queries regarding transactions made on an Account must be raised within thirteen (13) months of the transaction date. After that time all transactions are deemed to have been agreed by the Account Holder without further recourse.

For Customers wishing to raise queries or complaints about any of the Bank's products or services, the Bank has a procedure designed to address queries or complaints effectively. The Bank's Complaints Procedure can be found on its website, www.sainthelenabank.com.

6 Marketing and Communications

The Bank uses marketing to let customers know about products, services and offers that may interest them. Communication is used based on the information provided when registering for a product or service, or updating personal information with the Bank. Customers can contact the Bank to request being removed from marketing contact listings at any time.

7 Applying for Bank Products and Services Online

The Bank has online forms and applications for new customers and current customers amending their services or registering for new products and services. Forms and applications available online will not be accepted via email,

however, these can be submitted in hard copy at any Bank location.

8 Changes to these Terms and Conditions

These Terms and Conditions may be amended at any time if and when it is deemed necessary or appropriate for the Bank to do so. Notice will be deemed to have been served by the Bank posting a notification in its offices and on its website, www.sainthelenabank.com.

LOCAL DEBIT CARD SERVICE

Cardholder Terms and Conditions

These Terms and Conditions are applicable to the Bank of St Helena Local Debit Card. These Terms and Conditions cover the use of the Debit Card by the Cardholder and are supplemental to the Account Terms and Conditions. If there are any discrepancies between these Terms and Conditions and the Account Terms and Conditions, the Account Terms and Conditions will take precedence.

In these Terms and Conditions:

“**Debit Card**” means any [Local] Debit Card issued to the Cardholder by Bank of St Helena Ltd (the **Bank**) which may be used to undertake on-island banking transactions by electronic means. “**Cardholder Account**” means the Account nominated by the Cardholder in respect of the Debit Card.

“**Cardholder**” and “**You**” means the individual to whom any Debit Card has been issued.

“**Bank Card Services**” means the Card Service Department of the Bank which can be contacted by telephone on (+290) 22829 or in writing at the Bank’s main office in Jamestown. Automated Card Services are also provided through the Bank’s dedicated Telephone Card Service facility available on (+290) 25335.

“**Business**” means any Business Establishment that accepts payment for purchases through an electronic point of sale terminal and is approved by the Bank.

“**St Helena Pay Service**” means having the facility to accept transactions by Bank of St Helena Local Debit Card.

The Bank reserves the right to amend these Terms and Conditions at any time upon notice to the Cardholder. Use of the Debit Card after the date upon which any change to these Terms and Conditions is to have effect, will constitute Cardholder acceptance. If the Cardholder does not accept any proposed change, the Debit Card must be returned to the Bank prior to the date upon which such change is to have effect.

The Debit Card is and will be at all times, the property of the Bank and is returnable to the Bank on demand. The Bank reserves the right to withdraw, at its discretion, the Debit Card and/or the services offered, at any time without prior notice or reason.

If more than one person and/or entity is a signatory to the Cardholder Account, they each agree to be bound by these Terms and Conditions, they are both fully responsible for any money which may become due under them, the obligation and liabilities of such persons/entities hereunder will be shared, and, as the context may require, words herein denoting the singular only will be deemed to include the plural.

Important Notice:

The loss or theft of the Debit Card should be reported to the Bank immediately by calling Bank Card Services on telephone number (+290) 22829. In the event of loss or theft, Cardholders may also block the Debit Card by calling the Telephone Card Service on (+290) 25335. The Cardholder will be responsible for all transactions effected by use of the Debit Card until such notification or blockage.

1 Receipt of Card and Card Activation

The Cardholder must sign the Debit Card immediately upon receipt. The Cardholder must not permit any other person to use it and should safeguard the Debit Card from misuse. Before the Debit Card can be used it must be activated. To activate the Local Debit Card, the Cardholder must provide the necessary personal details and complete the activation in accordance with the instructions provided by the Bank.

2 Use of the Local Debit Card

The Debit Card will be accepted only at those Business Establishments offering the St Helena Pay Service. Any usage of the Debit Card for purchases in outlets other than those offering the St Helena Pay Service will be deemed unauthorised and the Cardholder shall be responsible for such transactions.

The Cardholder authorises the Bank to debit or credit the Cardholder Account with all transactions made using the Debit Card. Transactions carried out using the Debit Card will normally be debited to the Cardholder’s Account immediately. The Cardholder will maintain sufficient funds in the Cardholder Account to meet any such transactions. The Cardholder is not permitted to overdraw the Cardholder Account or withdraw funds by the use of the Debit Card in excess of the overdraft limit, if any, agreed with the Bank. If there are insufficient funds in the Cardholder Account the transaction will be declined. If there is a declined transaction this will need to be addressed by the Cardholder and the Business.

The Cardholder may withdraw cash (Cashback) using the Debit Card at those Business Establishments who have opted to provide this facility. Individual Business Establishment limits for the provision of Cashback will apply.

The Cardholder will be responsible for all transactions effected by the use of the Debit Card, whether authorised by PIN by the Cardholder or not.

Manual transaction processing will be permitted at those authorised Business Establishments in the event that electronic Debit Card services cannot be delivered. Manual Debit Card transactions are guaranteed up to Fifty Pounds (£50.00) and, upon receipt by the Bank, are subject to payment delays up to Two (2) working days. The Cardholder will maintain sufficient funds in the Cardholder Account to meet any manual Debit Card transactions. If manual Debit Card transactions are undertaken and the Cardholder exceeds their available balance, if any, the Cardholder will enter into unauthorised status, the prevailing unauthorised overdraft interest rates will apply and, sufficient funds must be paid immediately into the Cardholder Account to bring the Cardholder Account into authorised status.

The Cardholder must notify the Bank’s Card Services of any transaction that is invalid, or unauthorised by the Cardholder, within thirteen (13) months from the date of the transaction. If the Cardholder fails to notify within this period, the transaction(s) will be considered valid.

Any cardholder report of an invalid or unauthorised transaction, the Bank will, as far as practical, investigate any fraudulent Debit Card activity, and where necessary use the appropriate Local Authorities to do so.

3 Security

The Personal Identification Number (“PIN”) will be created by the Cardholder for use with the Debit Card services and the numbers used, or any number(s) substituted, by the Cardholder for that purpose, are strictly confidential. A PIN should not be disclosed to any third party under any circumstances. The Cardholder must keep any PIN confidential. The Cardholder should not keep any written record of any PIN in any place or manner, which enable a third party to use the Debit Card. The Cardholder must notify Card Services immediately if the Cardholder believes their PIN has been obtained or changed without their consent.

If a Cardholder forgets their PIN, the Cardholder should contact Card Services at the Bank on (+290) 22829 for a replacement PIN. In the event where it becomes necessary for a Cardholder to

replace their PIN, Cardholders may also do so by calling the Telephone Card Service on (+290) 25335.

See also the Bank's Customer Data Security document which offers guidance in this area, available from Bank offices and its website www.sainthelenabank.com/customer-data-security/.

4 Disputed Transactions

If the Cardholder believes that any transaction(s) were not authorised by them or have been debited from their Account in error, the Cardholder should first contact the Business where the transaction was made.

If the Cardholder cannot resolve the disputed transaction with the Business, the Bank will take reasonable steps to investigate. However, it is not guaranteed that the Bank will be able to resolve the dispute. If fraudulent activity is suspected, where necessary the use of the appropriate Local Authorities will be engaged by the Bank.

If the Bank, during its investigations of a disputed transaction, subsequently discovers or suspects that the Cardholder has acted fraudulently or with gross negligence, the Bank may charge the Cardholder an Investigation Fee of Fifteen Pounds (£15.00) and may cancel, suspend or withdraw the Debit Card.

If, following a good faith investigation by the Bank, the investigation results in the Bank concluding the transaction was authorised or no error has been made, the Bank's conclusion shall be final and binding on the Cardholder.

5 Lost or Stolen Local Debit Cards

If the Debit Card is lost or stolen, or it is suspected that the Debit Card may have been used fraudulently or without the Cardholder's consent, the Cardholder must notify Bank Card Services immediately by telephone on (+290) 22829.

6 Replacement Debit Cards

A free replacement card can be issued after a period of three (3) years from the date of issue by the Bank. During this three-year period the Cardholder will be entitled to one free replacement card due to damages, loss or theft. Any additional cards requested within the three-year period will incur a fee at the Bank's discretion (see the Bank's Rates, Fees and Charges brochure).

7 Monitoring Card Usage

Cardholders wishing to monitor their account(s) may do so using the Bank of St Helena Online Banking service. Alternatively, Cardholders may request a free monthly statement.

8 Cancellation of Debit Card

The Bank may cancel, restrict, suspend or withdraw the use of the Debit Card immediately if the Bank suspects any crime, fraud or misuse in relation to the Card or PIN.

If the Bank or Cardholder cancels a Debit Card, the Cardholder is responsible for destroying the cancelled card or alternatively for returning the Debit Card to the Bank.

9 Liability

9.1 The Bank's liability to the Cardholder is as follows:

- a) The Bank shall not be liable to the Cardholder for any loss or damage (other than that which cannot be excluded by law) the Cardholder may suffer as a result of the Cardholder's use

or inability to use the Debit Card, or any loss or damage the Cardholder may suffer as a result of a third party using the Debit Card or PIN.

- b) The Bank shall not be liable to the Cardholder in any circumstances for any loss or damage (other than that which cannot be excluded by law) that does not arise directly from the matters for which the Bank is responsible; or which are beyond its reasonable control; or which the Bank could not reasonably foresee.
- c) The Bank cannot guarantee that a Business Establishment will accept the Debit Card or that the Bank will authorise any particular transaction. The Bank shall not be liable for any loss or damage the Cardholder may suffer in the event that:
 - i. A Business Establishment refuses to accept the Debit Card (in whole or part),
 - ii. The Bank cancels or suspends the Debit Card,
 - iii. The non-available liability of the Debit Card,
 - iv. The Bank does not authorise a transaction; or
 - v. There is any technical or machine failure.
- d) Unless otherwise agreed by the Bank in advance, any liability the Bank may have to the Cardholder will be limited to the actual amount of any loss or damage the Cardholder may incur or suffer.

9.2 The Cardholders Liability to the Bank (subject to condition 9.3) is as follows:

- a) The Cardholder will be liable to the Bank for (and agrees to indemnify the Bank against) all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings the Bank directly or indirectly incurs, or which are brought against the Bank if the Cardholder has acted fraudulently, has been negligent, has misused the Debit Card or PIN, or has breached these Terms and Conditions, including the costs of any legal action taken to enforce these Terms and Conditions.
- b) The Bank shall not be bound to recognise the interest or claim of any person other than the Cardholder in respect of the available balance on the Debit Card, nor shall the Bank be liable in any way for failing to recognise such an interest or claim (except as required by law).
- c) No claim by the Cardholder against a third party may be the subject of a defence or counterclaim against the Bank.

9.3 The Cardholder will be liable up to a maximum of fifty pounds (£50.00) for any losses incurred in respect of unauthorised payment transactions arising from the use of a lost or stolen Debit Card; or where the Cardholder has failed to keep any personalised security features of the Debit Card (such as the PIN) safe. The Cardholder will be liable for all losses incurred in respect of any unauthorised transactions on the Debit Card where the Cardholder has acted fraudulently, or where the Cardholder has with intent or gross negligence failed to comply with these Terms and Conditions.

Except where the Cardholder has acted fraudulently, the Cardholder is not liable for any losses incurred in respect of any unauthorised transactions on the Debit Card after the Cardholder has informed the Bank of the loss or theft of the card or that someone else knows the PIN.

10 Changes to these Terms and Conditions

These Terms and Conditions may be amended at any time if and when it is deemed necessary or appropriate for the Bank to do so. Notice will be deemed to have been served by the Bank posting a notification in its offices and on its website, www.sainthelenabank.com.

ONLINE BANKING SERVICE

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.

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 with the exception of Minor Current Accounts. 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 no lower than £1,000.00 (minimum) or exceeding £5,000.00 (maximum).

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 then 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's 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.

ST HELENA PAY SERVICE

Business Establishment Terms and Conditions

These Terms and Conditions govern the Business Establishment's participation in the Bank of St Helena St Helena Pay Service, for all locations which are approved by Bank of St Helena Ltd (**"the Bank"**). These Terms and Conditions are for the St Helena Pay Service only, and are supplemental to the Account Terms and Conditions applicable to the Business Establishment (**"Account Terms and Conditions"**). If there are any discrepancies between these Terms and Conditions and the Account Terms and Conditions, the Account Terms and Conditions will take precedence.

These Terms and Conditions will be binding on the Business Establishment's personal representatives, heirs, successors and legal assigns.

The Bank reserves the right to amend these Terms and Conditions at any time upon notice to the Business Establishment. Acceptance of a Debit Card after the date, upon which any change to these Terms and Conditions is to have effect, will constitute acceptance by the Business Establishment of any proposed change(s). If the Business Establishment does not accept any proposed change(s), the Bank will terminate use of the St Helena Pay Service by the Business Establishment with effect immediately prior to the date upon which such change(s) is/are to have effect.

The Bank will have the right to make any changes to the St Helena Pay Service which are necessary to comply with any applicable law or legal requirement, or which do not materially affect the nature or quality of the St Helena Pay Service, and the Bank shall notify the Business Establishment in any such event.

1 Definitions

"Business Establishment" means the Business that accepts the use of Debit Cards using the St Helena Pay Service.

"Cardholder" means a customer of the Bank who has been issued with a Debit Card by the Bank, which is approved for use at the Business Establishment.

"Debit Card" means the Local Debit Card issued to the Cardholder by the Bank, to undertake on-island banking transactions by electronic means.

"St Helena Pay Service" means the complete system offered by the Bank by which on-island only electronic payment for goods/services and cashback can be made by Cardholders and received by the Business Establishment using the Debit Card.

"Payment Authorisation Form" means the Payment Authorisation Form provided by the Bank to the Business Establishment for use in manual transactions using the Debit Card.

"Terminal" means the card payment device and or printer owned by the Bank and leased to the Business Establishment. Where a separate printer is not owned by the Bank, its maintenance will be the responsibility of the Business Establishment. Bank of St Helena will not support and/or be liable for any equipment used by the Business Establishment, for the St Helena Pay Service that is not owned by the Bank.

"Transaction" means a transaction for the purchase of goods or services [or cashback, refunds and pre-authorisations] at the Business Establishment by a Cardholder using the Debit Card.

"Sales Slip" means printed receipt from the Terminal confirming the transaction.

"Call Out Fee" means fees related to Bank staff providing technical support at Business Establishments.

2 Authority to Sign

The Business Establishment agrees that the individual signing the relevant documentation on behalf of the Business Establishment is duly authorised, on behalf of the Business Establishment, to sign and bind the Business Establishment to such Terms and Conditions of the relevant documentation.

3 Business Establishment Participation

Participation in the St Helena Pay Service by the Business Establishment will be subject to the Business Establishment having Wi-Fi internet access. Recommendations will be dependent upon anticipated levels of Transactions using the St Helena Pay Service. It is the Business Establishment's responsibility to ensure that their business has Wi-Fi internet connectivity and to make payment of the associated costs.

The Bank will provide, to the Business Establishment, the Terminal(s) required to allow the St Helena Pay Service to be used by the Business Establishment.

These Terms and Conditions cover the Business Establishment's participation in the St Helena Pay Service for all locations and outlets designated by the Business Establishment and approved by the Bank.

The Business Establishment agrees and confirms that it will permit and accept payment by any Cardholder using the Debit Card, as authorised by the Bank.

The Business Establishment will honour, as far as practicable, Debit Cards, and will not attempt to impose any restrictions, conditions or impose any additional fee on the use or acceptance of Debit Cards.

4 Business Establishment Card Account

Business Establishments participating in the St Helena Pay Service will automatically be assigned a Business Establishment Card Account by the Bank.

All individual Local Debit Card Transactions will be received into the Business Establishment Card Account, debited with the relevant Transactional fees then credited to the nominated Business Establishment Current Account.

5 Transaction Acceptance

When undertaking Transactions using the St Helena Pay Service, the Business Establishment will ensure that the following acceptance procedures are strictly observed and complied with at all times:

- a) The Business Establishment will ensure that Debit Card QR codes (Quick Response codes) are scanned via the Terminal, where an authorisation will be granted or declined online by the Bank. Only an approved Transaction will be accepted by the Business Establishment.
- b) Only in the event that Debit Card QR codes are not readable by the Terminal, manual entry of the Debit Card number is permitted. Transaction authorisation will be granted or declined online by the Bank, and only an approved Transaction will be accepted by the Business Establishment.
- c) Signature based transactions are only permitted in the event that use of the Debit Card cannot be made using the



Terminal. In such cases manual Debit Card transactions can be undertaken using the Payment Authorisation Form. Use of a Payment Authorisation Form must be in accordance with condition 7 below. The Business Establishment will obtain the signature of the Cardholder on a Payment Authorisation Form and will always compare it to ascertain that such signature is identical to that appearing on the Debit Card. In the event that the signature differs, or that the Business Establishment believes there to be a discrepancy in the signature, the Business Establishment must decline the transaction and contact the Bank by telephone immediately and promptly make a formal report in writing.

- d) After each successful transaction, the Business Establishment will ensure that the Cardholder receives a copy of the Sales Slip and a duplicate copy is retained by the Business Establishment.
- e) The Bank may at any time require the Business Establishment to prove, to the Bank's satisfaction, that a transaction was authorised by the Cardholder. The Business Establishment must retain the original and/or copy of the Sales Slip for at least 13 months from the date of the Transaction and produce them to the Bank on request. Failure to do so within the timescales given by the Bank may result in the Bank refusing payment.

6 Manual Debit Card Transaction

A manual Debit Card transaction can only be undertaken using a Payment Authorisation Form. When manually capturing Debit Card details for the purpose of a manual Debit Card transaction, the Business Establishment will ensure that the following acceptance procedures are strictly observed and complied with:

- a) A Payment Authorisation Form is legibly completed.
- b) The Business Establishment is not permitted to complete a Payment Authorisation Form for previously declined Cardholder payments.
- c) The Business Establishment will ensure that Payment Authorisation Forms are submitted to the Bank not later than the second working day following the date of the transaction.
- d) Upon receipt of Payment Authorisation Forms, and providing that the forms are received not later than the second working day following the date of the transaction, the Bank will credit the Business Establishment Card Account within two (2) working days, with the value as stipulated on the Payment Authorisation Forms.

7 Debit Card Payments by the Bank

- a) The Bank will credit or debit the Business Establishment Card Account with the value of each successful Debit Card Transaction.
- b) At the end of each business working day the Business Establishment Card Account balances will be automatically swept by the Bank to the Business Establishment's nominated Business Current Account as a total amount.
- c) The Bank will be entitled to refuse payment to the Business Establishment for a Transaction or reject any Payment Authorisation Forms presented by the Business Establishment if:
 - i. The Payment Authorisation Form is incomplete or illegible;
 - ii. The Business Establishment has performed a late submission to the Bank of the Payment Authorisation Form for payment;
 - iii. The Cardholder signature is missing or differs from the specimen signature held with the Bank;

- iv. The transaction is found to be one with a "Declined Authorisation" i.e. where the Business Establishment has been previously notified by the Bank in response to an authorisation request that authorisation is declined;
- v. The Business Establishment has not complied with these Terms and Conditions;
- vi. The Payment Authorisation Form was prepared by the use of a forged Debit Card, or by other fraudulent means;
- vii. Any transaction is fraudulent or involves any other criminal activity; or
- viii. The Payment Authorisation Form has been completed without using the correct Business Establishment Number provided by the Bank.

8 Business Establishment Covenant

The Business Establishment agrees that:

- a) It will at all times comply with the Terms and Conditions and comply with all instructions issued by the Bank.
- b) It will not reveal, sell, purchase, provide or exchange Debit Card details in any form obtained by reason of Debit Card Transactions to any third party.
- c) It will, at all times, maintain, in good order and keep in safe custody, all equipment provided by the Bank including any Terminal, and will return all equipment provided, including any Terminal upon demand and/or upon termination of the service.
- d) It will use its best endeavour to promote the use of Debit Cards and give its full cooperation to the Bank and Cardholders in connection with the use of the Debit Cards.
- e) It will indemnify and hold the Bank harmless from and against all liabilities, claims, damages, losses, costs and expenses whatsoever arising, directly or indirectly, out of or in any way should its employees obtain, with an intention to defraud, the Debit Card and/or Debit Card PIN from the Cardholder through any means.
- f) It will indemnify and hold the Bank harmless from and against all liabilities, claims, damages, losses, costs and expenses whatsoever arising, directly or indirectly, out of or in any way connected to the Business Establishment's negligent act or omission in the operations of the St Helena Pay Service.
- g) It will in no way operate in any fraudulent or criminal manner.
- h) It will provide the Bank with copies of financial accounts, supplier invoices, customer contracts and such other documentation as the Bank may from time to time request for the purpose of assessing and managing credit and fraud risks.

9 Call Out

The Bank will use its reasonable endeavours to offer support to the Business Establishment in relation to the St Helena Pay Service during the following hours:

Monday to Thursday 08:30 – 19:00
 Friday to Saturday 08:30 – 21:00
 Sunday 08:30 – 13:00

Call Out services requested outside of normal business working hours (08:30 – 16:00, Monday to Friday) will incur a Call Out Fee. See the Bank's Rates, Fees and Charges brochure for applicable Call Out Fee.

For support during normal business working hours contact Card Services on telephone number (+290) 22829 or for support

outside of normal business working hours please contact Card Services on telephone number (+290) 51373.

10 Disclosure of Information and Confidentiality

These Terms and Conditions and all related matters and all information relating to Cardholders must be kept confidential by the Business Establishment at all times and it will not disclose such confidential information to any third party unless such disclosure is mandatory by law.

The Business Establishment will keep confidential any information received from the Bank that is not publicly available in relation to these Terms and Conditions and the use of the St Helena Pay Service by the Business Establishment.

11 Termination

Either the Bank or the Business Establishment may give not less than seven (7) normal business working days' notice, in writing, in advance to the other to terminate use of the St Helena Pay Service by the Business Establishment.

The Bank can terminate or suspend, in whole or in part, use of the St Helena Pay Service by the Business Establishment immediately, if:

- a) fraudulent or other criminal activity is suspected by the Business Establishment;
- b) the Business Establishment commits a material breach of these Terms and Conditions or the Account Terms and Conditions; or
- c) the Business Establishment becomes insolvent or ceases, or suspends, or threatens to cease or suspend to carry on all or a substantial part of its business.

12 Compliance with Laws

These Terms and Conditions will be governed by the Laws of St Helena and the parties hereby agree to submit to the exclusive jurisdiction of the St Helenian Courts. The Business Establishment agrees to comply with all laws, regulations and rules applicable to Business Establishments in St Helena.

13 Information and Anti-money Laundering

As part of the Bank's obligations to anti-money laundering, the Business Establishment agrees to provide all information and documents requested by the Bank for this purpose, and for fraud prevention. The Bank may share information provided by the Business Establishment with other parties in cases of suspected fraud, money laundering, counter terrorist financing and other financial crimes, for the purpose of minimising credit risk and for verification of identity.

14 Third Party Service Providers

The Business Establishment acknowledges that the provision of the St Helena Pay Service by the Bank is dependent on the provision of services by third parties. Except to the extent agreed in these Terms and Conditions, the Bank will not be responsible for or liable to the Business Establishment for any failure to provide the St Helena Pay Service (for whatever reason or in whatever circumstances), other than default or negligence on the part of the Bank, if such failure occurs as a direct result of the termination, suspension or other failure of the provision of services by a third party.

The Bank may suspend all or part of the St Helena Pay Service because of security concerns. The Business Establishment accepts that its ability to use or access the St Helena Pay Service may occasionally be interrupted and the Bank will not be held

responsible for or liable to the Business Establishment for any such interruption.

15 Electronic Data Capture (EDC) (Terminals)

The Business Establishment agrees to allow authorised Bank staff to enter any of the premises owned or used by the Business Establishment to install, inspect, repair, service or remove any Terminal for any reason.

If the Business Establishment is stationary (i.e. not a mobile business such as taxis), they will not move any Terminal to any new location or outlet without prior notice and providing the proposed new location or outlet has been approved by the Bank in writing within five days of movement.

All Terminals will remain the property of the Bank at all times. The Business Establishment will take responsible care of all Terminals and return to the Bank immediately upon demand.

The Business Establishment agrees to take all necessary steps to prevent any person from acquiring any rights to any Terminal and to indemnify the Bank against any loss and expense arising from the acquisition of such rights by any person. The Business Establishment further agrees that it will not, nor will it permit any other person to, tamper, reverse-engineer, or otherwise misuse any Terminal and will inform the Bank should any such activity occur, as soon as practicable.

The Business Establishment agrees to reimburse the Bank up to a maximum of £400 per Terminal for each lost or damaged Terminal whether or not the lost or damaged Terminal resulted from causes within the Business Establishment's control. This includes but is not limited to damage caused by:

- a) The use of any Terminal for purposes other than those agreed;
- b) Alterations and attachments to any Terminal which are not authorised by the Bank;
- c) The acts or omissions by the Business Establishment, the Business Establishment's employees, other representatives or contractors;
- d) The neglect or otherwise improper care or operation of any Terminal by the Business Establishment; or
- e) Fire, theft, or other causes.

The Business Establishment will promptly make a Police report, and inform the Bank in writing, in the event of any lost or damaged Terminal.

The Business Establishment agrees not to assign, transfer or sell the services provided by any Terminal, not to allow any other party to use any Terminal or to benefit from the Terminal, unless otherwise agreed to in writing by the Bank.

The Business Establishment will operate any Terminal only in accordance with instructions provided by the Bank from time to time.

The Bank agrees to provide initial training to the Business Establishment's current, authorised staff in the operations of any Terminal at the time of installation. The Business Establishment agrees to train new staff after the initial training.

The Business Establishment will promptly inform the Bank of any faults with any Terminal. The Business Establishment will not attempt to repair or rectify any such faults with any Terminal.

The Bank will not be responsible or liable in any way for any loss or damage arising directly or indirectly suffered by the Business

Establishment arising out of, or due to, faults or delay in response by any Terminal.

16 Card Data Security

The following provisions regarding the processing of Transactions apply:

- a) It is the Business Establishment's obligation to ensure security and protection from unauthorised individuals obtaining Cardholder or Debit Card details.
- b) Under no circumstances may the Business Establishment store the magnetic strip data from any Debit Card.
- c) Immediately upon suspected or known breaches of the Business Establishment's systems the Business Establishment must:
 - i. Identify the cause of the event and immediately notify the Bank [by telephone immediately and then promptly confirmed in writing];
 - ii. Isolate or unplug any affected systems from the network involved in the St Helena Pay Service;
 - iii. Tighten security controls pertaining to the network relating to the St Helena Pay Service (to the satisfaction of the Bank).
- d) The Business Establishment must ensure that any hardware utilised for the purpose of the St Helena Pay Service, does not retain its original passwords before employing it for Transactions using Debit Cards. The Business Establishment must also ensure that all passwords used by it in connection with the St Helena Pay Service are changed on a regular basis.

17 Liability of Business Establishment

Except as otherwise set out herein, the Business Establishment will indemnify the Bank, and keep the Bank indemnified, against any claims, losses, costs, expenses and liabilities (including any regulatory fines for non-compliance) which the Bank may suffer or incur of any nature whatsoever (including in contract and in tort) in connection with the St Helena Pay Service as a result, directly or indirectly, of anything done or omitted to be done by the Business Establishment or any person acting on behalf of the Business Establishment.

The Business Establishment will indemnify the Bank, and keep the Bank indemnified, on demand in respect of any and all claims, costs, losses, expenses and liabilities which the Bank may suffer or incur which in any way, directly or indirectly, arise as a result of:

- a) the Business Establishment's failure to observe obligations under these Terms and Conditions, including any supporting documentation provided by the Bank;
- b) any dispute relating to a Transaction between the Business Establishment and a Cardholder;
- c) any error, negligence or fraud relating to a Transaction by the Business Establishment, the Business Establishment's employees or contractors; or
- d) any damage to, or loss of, any Terminal the Bank supplies, due to neglect or misuse by the Business Establishment.

18 Cardholder Disputes

The Business Establishment will at its own expense provide the Bank with all information and assistance which the Bank may reasonably require in relation to any transaction between the

Business Establishment and any Cardholder. The Bank shall have complete discretion to decide whether or not to resist or defend any claim made against the Bank by any Cardholder or whether to compromise any such claim and the Bank's decision shall be binding on the Business Establishment.

As between the Bank and the Business Establishment, the onus shall be upon the Business Establishment to prove to the Bank's satisfaction that any transaction was authorised by the Cardholder.

19 Transaction in Error

If the Business Establishment believes that a transaction has been transacted in error it will be the responsibility of the Establishment to follow through with the customer. The Bank will aid, if necessary, however the confidentiality of the customer will be protected at all times, therefore the Bank will have complete discretion to decide whether or not to assist.

20 Liability of Bank

- a) Nothing in the contract shall limit or exclude the Bank's liability for:
 - i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - ii. fraud or fraudulent misrepresentation; or
 - iii. any other liability which cannot be limited or excluded by applicable law.
- b) Subject to condition 19(a) above, the Bank shall not be liable to the Business Establishment, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms and Conditions or the provision of or failure to provide in whole or in part the St Helena Pay Service for:
 - i. loss of profits;
 - ii. loss of sales or business
 - iii. loss of agreements or contracts
 - iv. loss of anticipated savings
 - v. loss of use or corruption of software, data or information;
 - vi. loss of damage to goodwill; and
 - vii. any indirect or consequential loss.

21 Joint and Several Liability

If the Business Establishment comprises more than one person then the liability of such persons shall be joint and several, and if such persons are a partnership then any act or omission of any one partner shall be deemed to be an act or omission of all the partners.

22 Customer Data Security

Bank of St. Helena Ltd. takes customer security very seriously. Bank employs a wide range of measures to help keep customers protected, including multiple firewall solutions, data encryption, and fraud detection tools, you are ultimately responsible for the security of your data when engaging with our services. For further information see the Bank's Customer Data Security Guidance available from Bank offices and from the website, www.sainthelenabank.com.