

**GENERAL TERMS & CONDITIONS
OF
SPN INTERNET & MOBILE
BANKING**

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ABOUT INTERNET & MOBILE BANKING SERVICE TERMS & CONDITIONS (IMBSTC)

- ❖ Internet & Mobile Banking Service Terms and Conditions (“IMBSTC”) shall be applied and governed to the usage of Internet & Mobile Banking Service provided by SPN Bank Plc. You are required to read and accept the terms and conditions before you decide to use this service since it is important. If you do not understand, or are unsure about any aspect of IMBSTC, do not hesitate to ask SPN staff at branch for clarification or you may contact our Call or eBanking Center via (855) 23 999 010, 24 hours a day and 7 days a week.
You can get a copy of IMBSTC any SPN branch nearest to you or also download it from SPN’s website.
- ❖ Once you use for SPN Internet and/or Mobile Banking Service, which you have applied, IMBSTC & relevant terms and conditions will immediately be, bound to which you are deemed to accept these terms and conditions effective from your applied date thereon with your signature/thump print.
- ❖ When you make a transaction with internet browsers or mobile devices, it means that you have authorized us to act the instructions into those browsers or mobile devices.
- ❖ Any inconsistency of IMBSTC and accounts’ terms and conditions, **the accounts’ terms and conditions shall prevail**. In addition to the IMBSTC, other terms and conditions, including those implied by applicable laws and regulation
- ❖ Any inconsistency of languages, the English language shall prevail to the extent of this inconsistency.

CHANGES OF IMBSTC

- ❖ SPN Bank, at its sole discretion, reserves the right to change terms and conditions from time to time without a prior notice. As a reasonable care of the services, SPN Bank shall give thirty-day notice before the change takes into effect through following means and you are deemed to accept the change:
 - Direct communication to you (i.e., by notice on announcement)
 - Display at any branch; or SPN’s official website, and
 - any other multimedia advertisement (i.e., newspapers)

WHAT ARE THE RISKS?

- ❖ Risks may arise during proceeding transactions. Thus, you should also be aware of risks such as the possibility of unauthorized transactions on your account might be happened then.
- ❖ There is a risk that you may not be able to access your account information or make transactions through a service, which is reliant on telecommunications systems.
- ❖ SPN Bank depends on the reliability of its own operational processes and those of its technology and telecommunications partners in respect of devices networks, and telecommunications.

Disruptions to these processes may result in Internet & Mobile Banking being unavailable from time to time.

SPECIAL RISKS ASSOCIATED

- ❖ You must understand about the associated risks in Internet & Mobile Banking
 - While Internet and/or Mobile Banking allow you to transact simply using internet browsers or mobile devices, Customer ID (CIF No.) and Password, because of that simplicity, it also poses special risks.
 - If someone else has your Customer ID (CIF No.) and Password, s/he can transact on your account. You may be liable for such transactions.
 - You should take a special care to keep your Password secret and not disclose it to any third party including family, friends, and institutions.
 - You should ignore any emails that appear to come from us that require you to input your MPIN. We will never send such email requests. These emails may come from third parties seeking to use the information to access your accounts.
 - You should also be careful about using services via Internet and/or Mobile Banking or other means of electronic devices on your behalf. Please keep your Customer ID and Password secret.
- ❖ However, we continually look at ways to minimize any unauthorized transactions on your account. We may use various techniques from time to time, including contacting you after an unusual transaction or series of transactions to confirm that you did in fact authorize the transaction(s).
- ❖ Your access to Internet and/or Mobile Banking might be suspended if we detect or suspect unusual activity resulted from malware or virus, ID takeover. SPN Bank reserves the right to withhold access to Internet and/or Mobile Banking where we continue to detect malware or virus.
- ❖ SPN sign with touch service is a part of sathapana mobile banking service available for following customer , Customer using Apple® iPhones®, iPads®, iPad Minis and iPod Touches with an operating system of iOS 8.0 or higher.Android™ with an operating system of 4.4 or higher.with Touch ID registered ("Apple Devices"). Touch ID is a fingerprint recognition feature,
- ❖ You agree that, you shall not allow any fingerprint(s) belonging to any one besides yourself from being registered in your Mobile Device and to allow such fingerprint(s) to be used to access the App. You also acknowledge that the fingerprint authentication is performed by the App by interfacing with the Apple Device iOS or Android Device operating system authentication module and/or application and that you agree to the authentication process.

1. GLOSSARY

- ❖ **“Mobile Banking Application/Facility”** means SPN Mobile Banking.
- ❖ **“Internet Banking”** means SPN Internet Banking via internet browsers.

- ❖ **“You”, “Your” and “Yours”** means the person who has downloaded SPN Mobile App and used the Mobile App and Internet Banking.
- ❖ **“We”, “Us” and “Our”** means SPN Bank Plc.
- ❖ **“Designed Account”** means the account for operation of Internet and/or Mobile Banking.
- ❖ **“Funds Transfer Between Own Accounts”** means the funds which is transferred between your own SPN accounts under your CIF number.
- ❖ **“Funds Transfer across SPN Accounts”** means the funds which are transferred through any SPN account.
- ❖ **Law** means any law, legislation, regulation, proclamation, ordinance, by law, rule, instrument, official directive, ruling, code of practice, code of conduct or prudential requirement in force in the jurisdiction where your account is opened and held with SPN.

2. ACCESSIBILITY

- ❖ Access to Internet and/or Mobile Banking Service is available on **individual account holders**. You must also be over the age of 18. The details of which accounts can be designed for Internet and/or Mobile Banking Service access are set out in account’s terms and conditions.
- ❖ Corporate account holders are subjected to apply for SPN Internet and/or Mobile Banking based on instruction from BOD letter.

2.1. REGISTRATION

- ❖ ***You are required to obtain/have SPN account number; CIF number; mobile number and date of birth to register for SPN Internet and/or Mobile Banking Service by yourself without coming to the bank.*** You can also apply for Internet and/or Mobile Banking service at any SPN branch if you wish. A daily transaction limit is set by the Bank or requested by you (subject to approval from SPN). The Internet Banking can be used on any secured web browsers while Mobile Banking App can be used with the internet connection on a mobile device running an operating system supported by us
- ❖ After registration for SPN Internet and/or Mobile Banking Service, all your individual accounts (single or joint) at the bank will be linked to your app automatically. Some accounts are restricted for fund transfer and bill payments based on account’s terms and conditions or account instructions.

2.2. LIMITS FOR INTERNET AND/OR MOBILE BANKING

- ❖ A daily transaction limit of transfer is set by the Bank upon your request or directly requested by you (subject to approval from SPN).
- ❖ If there is a change of the threshold of daily limit, you are required to request in writing to SPN Bank for such a change either increase or decrease daily limit, all transactions conducted through Internet and/or Mobile Banking Service.

3. RESPONSIBILITY AND AVAILABILITY

3.1. YOUR LIABILITY OF USING INTERNET AND/OR MOBILE BANKING

- ❖ While we make reasonable efforts to provide Internet and/or Mobile Banking App, we will not be liable for any failure to provide those services, in part or in full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes any phone network failures or, in the case of mobile networks, where you are not in an area of mobile coverage.
- ❖ The Internet Banking and/or Mobile App is provided “as is” with no representation, guarantee or agreement of any kind as to its functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur because of this.
- ❖ You agree that SPN Bank shall not be liable if:
 - You have breached any of the terms and conditions herein or
 - You have contributed to or caused the loss or the loss is a result of failure on part of you to advise SPN Bank within a reasonable time about unauthorized access of or erroneous transactions in the Account or
 - Any loss is caused as a result of failure on part of you to advise SPN Bank of a change in or termination of the Mobile Phone Numbers/SIM Card.
- ❖ SPN Bank is in no way liable for any error or omission in the services provided by any cellular or any third party service provider (whether appointed by SPN Bank in that behalf or otherwise) to you, which may affect the facility.
- ❖ SPN Bank does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the facility. SPN Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance, for any loss or damage whenever and howsoever suffered, or incurred by you or by any person resulting from or in connection with the facility.

3.2. UNAUTHORIZED TRANSACTIONS

- ❖ An unauthorized transaction is one, which is not authorized by its own user, for example a transaction that is carried out by someone besides you or another user without your knowledge and consent. The Bank’s system determines your liability for losses resulting from unauthorized transactions.

3.3. SEEKING FOR SOLUTION

- ❖ When you or any other user makes a transaction on Mobile Banking application, it is your responsibility to confirm us the correct amount you wish to pay or transfer, and the correct account number to which you wish to make payment or transfer credited to or debited from.

- ❖ We will put our best effort on your claim to facilitate the recovery of funds on your behalf but we are not liable for any loss a result of your mistaken or erroneous transaction. There will be specific fees and charges for fund recovery process and you, as the claimer, unconditionally agree to pay and indemnify, defend, and hold harmless to SPN and its respective shareholders, officers, directors, employees, agents, successors and assignors from and against any and all losses, liabilities, costs, expenses (including amount paid in settlement and reasonable attorney's fees and expenses), claims, penalties, judgments and damages resulting from or arising out of handling the disputed funds.
- ❖ We will acknowledge the receipt of your claim and keep you updated of progress of your claim within **60 calendar days** after receiving official claims via phone call at our Call Center or any SPN branch with supporting documents. Once we have the information we require and are satisfied that you have made a mistaken payment or transfer, we will send a request to return of the claimed funds to the recipient's financial institution and/or Payee's account holder (if claimed fund is not yet withdrawn by the account holder). We will advise you in writing or via a phone call about the outcome of the request as soon as possible after receiving response from the receiving party (ies), as earliest as; not later than **60-calendar days**.
- ❖ In case of the payee is the accountholder at SPN, we reserves the right based on **disputed form or phoning** from sender (claimer) to put the disputed funds on hold for investigation and resolution. The holding period will take at least **45-calendar days or up to 60-calendar days**, unless any exceptional circumstance, more time is required for further investigation, and you will be informed for the reasons of the delay.

3.4. REFUSAL OF SERVICE

- ❖ Despite any right contained in these Terms and Conditions, in the event that you appear to be a Proscribed Person, then we may immediately refuse to process or complete any transaction or dealing of your; suspend the provision of a product or service to you; refuse to allow or to facilitate any of your assets held by us to be used or dealt with; refuse to make any asset available to you to any other proscribed person or entity; or terminate these arrangements with you.
- ❖ We will be under no liability to you if we do any or all of these things. If we exercise our rights under this clause, you must pay any losses, costs or expenses that we incur in relation to any action taken under this clause, including interest adjustments and/or administrative costs under these Terms and Conditions.
- ❖ For TD creation is more unsatisfied due to close TD before maturity date , the bank follow to our policy of account term deposit opening & Close , if there is pre-mature , interest rate of TD account will be calculated as Normal saving interest rate.

4. SECURITY

4.1. YOUR SECURITY OBLIGATIONS

- ❖ You must take all reasonable precautions to keep safe and prevent any fraudulent use of internet browsers or mobile devices and security information. These precautions include:
 - Never writing down or otherwise recording your security details in a way that can be understood by someone else;
 - Not choosing security details that may be easy to guess;
 - Taking care to ensure that no one hears or sees your security details when you use it;
 - Keeping your security details unique to Internet and/or Mobile Banking;
 - Not disclosing your security details to anyone, including the police and us;
 - Changing your security details immediately, if you know, or even suspect, that someone else knows your security details, or if we ask you to;
 - Keeping your security details and mobile device safe;
 - Complying with all reasonable instructions we issue regarding keeping your security details safe;
 - Once you have logged onto the Internet and/or Mobile Banking, please do not leave your logged-in browser or mobile device unattended or let anyone else use your browser or mobile device;
 - Logging out of Internet and/or Mobile Banking once you have finished using Internet and/or Mobile Banking;
 - Should never disclose your security details to them or information about your accounts with us).
 - Undertake reasonable and adequate precautions to scan for computer viruses or other destructive properties.
- ❖ After initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. Additionally, you should report any such requests to us immediately.
- ❖ You will be responsible for all instructions given by you or anyone acting with your authority between when you log onto the Mobile Banking App until you log off the Mobile Banking App.
- ❖ You are responsible for making sure information shown or stored on your mobile phone is kept secure.
- ❖ You must advise us of any change to your mobile phone number without delay.

4.2. WHAT TO DO IF THERE IS A BREACH OF SECURITY

- ❖ If you know or suspect that someone else knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen you must tell us without delay by calling to our Call Center at (855) 23 999 010, 24 hours a day, and 7 days a week. We may ask you to co-operate with us and the police into the actual or suspected misuse of your security details, the Mobile Banking App or your account(s).

5. ABNORMAL AND UNFORESEEN CIRCUMSTANCES

- ❖ We are not responsible for:
 - Abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
 - The obligations under any law in effect.

6. SUSPENSION & TERMINATION OF INTERNET AND/OR MOBILE BANKING

- ❖ SPN Bank may terminate or suspend the app or functionality of the App or your specific use of the App at any time based on the Terms and Conditions stated above.
 - I. When we can terminate your access to Internet and/or Mobile Banking**
 - We may terminate your access to Internet and/or Mobile Banking if all designated accounts have been closed.
 - Unless we receive a notification by completing the form at any SPN branch.
 - II. When we can suspend your access to Internet and/or Mobile Banking**
 - We believe that the use of Internet and/or Mobile Banking may cause loss to you or us;
 - We believe that the quality or security of Internet and/or Mobile Banking is adequate and good enough;
 - We are required to do so by law or court order; if we deem your use to be inappropriate;
 - We are otherwise obliged to discontinue provision of Internet and/or Mobile Banking; or
 - You, your agent or someone acting under your direction, is suspected of being involved in fraudulent activity in dealing with us.
- ❖ Besides reasons above, the Bank may, at its sole discretion, terminate or suspend your Internet and/or Mobile Banking if the bank finds that user(s) do not comply with SPN's relevant terms and conditions or regulations.

7. DISPUTES AND RESOLUTIONS

7.1. WHAT TO DO IF YOU HAVE A COMPLAINT

- ❖ We accept that sometimes we can get things wrong, and when this happens we're determined to make them right again. If you believe that funds have been lost, there is any error in transactions, or you lose your mobile phone or device, you should contact our Call Center immediately at

(855) 23 999 010. The Bank will investigate the complaint within **60 days**. Most problems can be resolved quickly and simply by talking with us. If the investigation is not completed within this time, you will be informed the reasons. Please refer to **3.4. Complaint Solution**.

- ❖ If it's established by the Bank, bank will promptly correct the error and/or adjust any fee or charge that may have been as the result. If you are not satisfied with the result of Bank's investigation, you may refer your complaint to the court. The Bank will assist by supporting any necessary document and information.

8. DISPUTES WITH OTHER PARTIES

- ❖ We take no responsibility to you for:
 - Any defect or deficiency in the provision of goods and services acquired; for example, purchase of mobile PIN through Mobile Banking.
 - Where you decide you no longer want the goods or services. You must be resolved with the retailer. We are also not responsible for complaints with respect to the goods and services a retailer supplies to the user if incorrect charging occurred.

9. COSTS, EXPENSES AND FEES

- ❖ When you use SPN Mobile Banking App to make particular transactions, SPN may impose fees and charges. You agree to pay the fees and charges and agree that SPN may debit these fees and charges directly to your Funding Account or from the proceeds of the beneficiary Account (where applicable). These fees and charges may be amended by SPN from time to time. Full details of all current fees and charges are available at your nearest SPN branch or Fees and Charges Brochure in SPN's website.

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