

DECLARATION

The Company has reviewed Fidelity Bank's Internet Banking Service Agreement and Terms and Conditions. The company agrees to be bound by all conditions and to pay all fees and charges imposed by the Bank in connection with the provision of such services as selected above. All of the selections set forth above have been duly authorized and agreed to by the Company and shall apply to and be binding upon all successors to the Company without the need or requirement of any subsequent ratification by any such successor. The Company hereby agrees to hold Fidelity Bank harmless in the event its authorized employee/representative misuses or defrauds company funds. The Company will be required to promptly notify the Bank so that appropriate action can be taken to prevent further losses to the Company. The Company agrees to hold Fidelity Bank harmless and accepts sole responsibility for transferring funds from and into its separate accounts.

User Signatory:

Date:

DD	MM	YY
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Authorized Signatory:

Authorized Signatory:

BANK USE ONLY

Relationship Manager's Name:

Branch:

Relationship Manager's Signature:

Date:

DD	MM	YY
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Terms and Conditions

These terms form the contract between the user of the Fidelity Virtual service and Fidelity Bank (the Bank). By applying for Fidelity Virtual and accessing the service the company acknowledges and accepts these terms.

Fidelity Virtual Service

- The Bank shall endeavor to provide to the company through Fidelity Virtual, services such as enquiry about the balance on account(s), details about transactions, statement of account, request for issue of cheque-books, request for transfer of funds between accounts, from company's account to another account, and such other facilities as the Bank may decide to provide from time to time. These facilities shall be offered in a phased manner at the discretion of the Bank. The Bank may also make additions/deletions to the services offered through Fidelity Virtual at its sole discretion. The availability/ non-availability of a particular service shall be advised through email, web page of the Bank or written communication
- The Bank shall take reasonable care to ensure the security of and prevent unauthorized access to the Fidelity Virtual service using the best technology available to the Bank
- The company shall not use or permit the use of Fidelity Virtual or any related service for any illegal or improper purposes

Fidelity Virtual Access

- An employee (the user) will be allotted a Fidelity Virtual login ID and a secret password by the Bank in the first instance. The user will then be required to change the password assigned by the Bank on accessing Fidelity Virtual for the first time. As a safety measure the user shall change the password as frequently as possible thereafter.
- The user shall not attempt or permit others to attempt to access the account information stored in the computers of the Bank through any means other than the Fidelity Virtual service

Password

The user must:

- Keep the login ID and password totally confidential and not reveal the password to any third party
- Be allocated a four digit Transaction PIN for fund transfers from the Bank.
- Choose a login password which shall be at least 7 characters long or any number of characters as the Bank may stipulate time to time and may consist of a mix of letters and numbers. For maximum confidentiality the password should not relate to any readily accessible personal data such as the user's name, address, telephone number, driver license etc, or to easily guessable combination of letters and numbers
- Commit the login ID and passwords to memory and not record them in a written or electronic form.
- Not let any unauthorized person have access to their computer or leave the computer unattended whilst accessing Fidelity Virtual. The service will log a user off after 8 minutes of inactivity.

If the user forgets the Fidelity Virtual user id or password, the user can request for change of the password by contacting the Bank.

Funds transfer

The user shall not use or attempt to use Fidelity Virtual for fund transfers without sufficient funds in the account or without a pre-existing overdraft arrangement with the Bank.

Transaction Initiation and Authorisation

Fidelity Virtual has an added security for corporate clients, that allows the company to nominate certain employees to be transaction initiators and others as transactional authorisers. This reduces the risk of employees performing unauthorised transactions on company accounts using Fidelity Virtual banking services. Each transaction performed by an initiator would need to be authorised by an authoriser before the bank can carry out such transactions on the company's account. The Bank shall have no obligation to verify the authenticity of any transaction received from users via Fidelity Virtual other than by means of verification of the Login ID and the password.

Accuracy of information

The user is responsible for the correctness of information supplied to the Bank through the use of Fidelity Virtual or through any other means such as electronic mail or written communication. The Bank accepts no liability for any consequences arising out of erroneous information supplied by the user. If the user suspects that there is an error in the information supplied to the Bank, the user shall advise the Bank as soon as possible. The Bank shall endeavour to correct the error wherever possible.

Liability of the user and the Bank

- The user shall not be liable for any unauthorized transactions occurring through the use of Fidelity Virtual which can be attributed to the fraudulent or negligent conduct of employees or agents of the Bank
- The user shall be liable for unauthorized transactions on their accounts if s/he has performed any of the following negligent actions on Fidelity Virtual:
 - Kept a written or electronic record of Fidelity Virtual password
 - Disclosed or failed to take all reasonable steps to prevent
 - disclosure of the Fidelity Virtual Login ID or password to anyone including Bank staff and/ or failed to advise the Bank of such disclosure within reasonable time
 - Neglected to advise the Bank in a reasonable time about unauthorized access to or erroneous transactions in the Fidelity Virtual accounts
 - Any fraudulent or negligent conduct on the part of the user
- The Bank shall in no circumstances be held liable to the user if Fidelity Virtual access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of the Bank.

Indemnity

The company indemnifies and holds the Bank harmless against any loss suffered by the Bank, its customers or a third party or any claim or action brought by a third party which is in any way the result of the improper use of Fidelity Virtual by the user

Change of terms and conditions

The Bank has the absolute discretion to amend or supplement any of the terms at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible except for changes to interest rates and/ or other variations that are subject to market changes.

The Bank may introduce new services within Fidelity Virtual from time to time. The existence and availability of the new functions will be notified to the user as and when they become available. The changed terms and conditions applicable to the new Fidelity Virtual services shall be communicated to the user. By using these new services, the user agrees to be bound by the terms and conditions applicable.

Termination of Fidelity Virtual service

- The company may request for the termination of the Fidelity Virtual facility any time by giving a written notice to the Bank. The company will remain responsible for any transactions made on his Fidelity Virtual account through Fidelity Virtual prior to the time of such cancellation of the Fidelity Virtual service
- The closure of all accounts of the company will automatically terminate the Fidelity Virtual service
- The Bank may suspend or terminate Fidelity Virtual services without prior notice if the user has breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the user