



## Online Banking Terms and Conditions

### **Our Contact:**

You can visit, ring or email us:

[tdevbank@tdb.to](mailto:tdevbank@tdb.to)

Phone us on 676 23 333  
Fax us on (00 6767) 23 775

Visit us at any of our branches – visit our website [www.tdb.to](http://www.tdb.to)

Tonga Development Bank  
Fatafehi Road  
P O Box 126  
Nuku'alofa  
Tonga

## Introduction

These Terms and conditions apply to your use of the TDB Online Banking service. It is important and we encourage you to read this document before you register and use Online Banking. If you do not understand or are unsure about any items of these Terms and Conditions, please contact TDB for clarification.

When you access or permit any other person to access the Online Banking Services offered by TDB you agree to the terms and conditions and use of Online Banking signifies your acceptance of these terms and conditions. The terms and conditions applicable to each products or services accessed by Online Banking remain in full force and effect.

## 1.0 Definitions

For the purpose of these terms and conditions, the following definitions apply:

**Account(s)** means all bank accounts with TDB that may be accessed via Online Banking.

**“Account Holder”** means the person(s) or entity in whose name the account has been opened and who is responsible for all transactions on the account under the account authority.

**Authorized User** means a person or persons authorized by the Account holder to approve an Online Banking operation such as payment after the initiator initiated it.

**User Codes** means any one or more of your customer number, password and any other code we provide to you from time to time, that enables you to gain access to or use Online Banking.

**“Banking Business Day”** means any day on which banks in the place where you are registered for Internet Banking are open, –not including weekends, public holidays or bank holidays. Saturday and Sunday are not classified as banking business day’s even though some branches may be open for business.

**“Business Customer”** means an Online Banking customer who uses Online Banking as a business and may require Initiator and Authorizer functions.

**“Dual Authorization”** means a process under which a Business Customer may appoint an Initiator and an Authorizer to perform certain operations under Internet Banking.

**“Initiator”** means the Nominee you authorize to initiate an operation under Online Banking where the operation also requires authorization by an Authorizer.

**“User”** means{

1. you, if you are an individual operating Online Banking for yourself
2. a person authorized by the account owner on an Access Authority to operate Online Banking.

**“Password”** means a confidential alphanumeric containing a number of characters predetermined by us. When used with your Customer Number it gives access to our Online Banking site.

**“Fund Transfer”** means a transfer of fund from your account held with us to:

- a. one of your own accounts. ie Transfer from your own Saving to your Loan account.

**“We, us or our”** means the TDB entity on whose website these terms and conditions appear.

**“You and your”** means the subscriber to Online Banking and includes a Nominee or User where applicable.

## **2.0 Changes**

### **2.1 Changes to Functionality**

- a) We may introduce, change or remove functions of Online Banking from time to time. You agree that your use of a function will be subject to these terms and conditions, any further terms and conditions that may appear with the function being accessed and the Help Files, even if the function is introduced or changed after you have accepted these terms and conditions.
- b) You agree that a Nominee may access introduced or changed functions without us needing to obtain further consent from you.

### **2.2 Changes to Terms and Conditions**

We may from time to time change the terms that apply to Online Banking. We will always let you know if, for any reason, the terms and conditions for Online Banking change.

We will always let you know in writing if we intend to:

- Introduce any new fee that applies to you
- Increase fees relating solely to your use of Online Banking
- Increase the Accounts Holder's liability for losses relating to transactions
- Impose, remove or adjust transaction limits which apply to the use of Online Banking.

We will notify you through Online Banking at least 30 days before the change comes into effect. You agree that we may provide this information to you through Online Banking. By accepting these terms and conditions you are instructing us that you accept to receive notices from us in this way. In this case we are not required to provide notice to you by other methods. You will need to ensure that you access Online Banking regularly to receive notice of changes.

Other changes may also occur, such as:

- A new or varied government charge that directly or indirectly affects you
- A variation of an existing fee.

If this happens you agree to receive notice at your electronic address last notified to us, on Online Banking or by placing a notice in a major newspaper or in writing, in advance of the day on which the change comes into effect.

However, advance notice may not be given when a change is necessitated by an immediate need to restore or maintain the security of our systems or of individual accounts.

Provided that you have agreed to us doing so, we may notify you of any of the above types of changes either by:

- electronic communication to a device, electronic equipment or electronic addresses nominated by you; or
  - making the particulars of such changes available at Internet Banking on our website

You may vary your electronic address or terminate your agreement to receive notification on Internet Banking at any time.

### **2.3 Acceptance of changes to terms and conditions.**

Use of our Online Banking after notification by a method referred to above will constitute your acceptance of the variation.

## **2.4 Account Authority**

You operate Online Banking alone or by Nominees you nominate on an Access Authority. This method of operation is independent of any other account authority relating to your accounts. We are not required to consider any other account authority or change thereto relating to your accounts including the number of signatories.

## **2.5 Transmission and Storage of Information**

By applying for our Online Banking, you consent to the use by us for the purpose of providing those Online Banking services, of all data (which may include personal information) held by us, and/or our related entities responsible for providing access to our Internet Banking, and you acknowledge that the data may be encrypted, transmitted and stored by, or at the request of us outside of the place where you are registered for Internet Banking, and that, except as otherwise provided by the law of the place where you are registered for Internet Banking, we shall have no liability in respect of such data.

## **2.6 Money Laundering Prevention**

In accepting these terms and conditions, you will also be taken to have accepted the release by us of any information we possess (or have access to) concerning an Online Banking transaction where an enquiry has been made to us, or any of the related entities, into the legality or good faith of the transaction, by a Regulator or Government Agency in a jurisdiction other than where you are registered for Online Banking. For the purposes of this clause, the terms ‘Regulator’ and ‘Government Agency’ mean a body in that other jurisdiction authorized by the law of the jurisdiction to make such an enquiry.

You acknowledge that we are subject to anti-money laundering laws in force in Tonga . You agree that we may (and will incur no liability to you if we do) delay or block any transaction, or refuse to pay any money in the reasonable belief that a transaction may contravene any such law or otherwise in compliance with any such law.

## **2.7 Products and Services Accessed Online**

Terms and conditions of the products and services you access online continue to apply.

## **2.8 Privacy**

TDB is committed to protecting the confidentiality of customer information. You can find out how TDB is committed to protecting the privacy and security of the personal information you provide to it at our website under the heading Privacy. In addition to TDB’s obligations under legislation, it has a general duty of confidentiality towards you, except in the following circumstances where:

- a. Disclosure is compelled by law
- b. There is a duty to the public to disclose
- c. The interests of TDB require disclosure
- d. Disclosure is made with your express or implied consent.

If you:

- (i) Hold an account together with someone else (for example a joint account)
- (ii) Have permitted someone else to view your accounts as a Nominee;

you consent to your personal details being disclosed to that other person when that other person views a statement of the account. This may include your address details.

## **2.10 Your e-mail address**

We may use your e-mail address to advise you of any enhancement or changes to Internet Banking which may alter our delivery of, or your ability to use Internet Banking.

We may also use your e-mail address to send our regular communications to provide information on what’s new and special offers on financial products and other products you may purchase on the Internet. It is our policy to only e-mail customers who give us permission to do so. By agreeing to the Internet Banking terms and conditions you give us this permission.

You need to keep your e-mail address current. You may update your e-mail address using the facility within Internet Banking.

Your e-mail address will not be shared with any organization external to TDB. It is our policy not to sell, trade, or rent your personal information to any third Party.

### **3.0 Access**

We will provide you or your Nominee with:

- A Customer Number
- A Password.

### **3.1 Our Reliance and Authority**

We are authorized by you to allow operations on your account for which the correct Customer Number and Password have been provided.

### **3.2 Misuse of Internet Banking**

You acknowledge that, subject to the provisions herein excluding you from liability, you will be liable for any misuse of Online Banking including transactions on your accounts or any failure by a Nominee to observe these terms and conditions.

### **3.3 Nominees may Incur Fees and Charges**

You acknowledge that in addition to your own use a Nominee may also incur fees and charges, which you will be required to pay to us.

### **3.4 Time**

Unless stated otherwise references to time means the time in the location you are registered for Online Banking. This may include the time recorded on transaction records.

## **4.0 Security and Access Codes**

### **4.1 What You Need To Do**

- a) You acknowledge and accept that we cannot verify by way of signature comparison whether access quoting the correct Access Codes is a User or a Nominee.
- b) Your Access Codes allow anybody using them to conduct the type of operations on an account for which Access Codes provide access and we are authorized by you to permit such access. Because of this you must take special care to protect them.
- c) You must change the Password component of your Access Codes on initial access to Internet Banking and ensure any Nominee does the same.
- d) You should in addition-periodically change the Password and should require any User to periodically change their Password.
- e) You must ensure that the Access Codes are kept at all times secure and not disclosed to anyone except us in the course of using our Internet Banking. Where you have authorized a Nominee to use Internet Banking that Nominee will be advised of Access Codes separately. You must ensure that the Nominee does not disclose their Access Codes to anyone except us in the course of his/her use of Internet Banking.

### **4.2 Password and User ID Security**

You must keep your password and User ID secure. Failure to do so may increase the Account Holder's liability for any loss.

You must:

- a) Not disclose your password to any person
- b) Not allow any other person to see you entering your password
- c) Commit your password to memory and not record your password anywhere.
- d) Not choose a Password that is easily identified with you example your birth date, telephone number, child's name
- e) Not use the same password for any other purposes other than TDB Internet Banking.
- f) If you select your own Access Codes, for security reasons we encourages you to change them at regular basis.

### **4.3 What you must do if you suspect a breach of security of your Access Codes**

If you suspect that the security of your Access Codes has been breached you must ensure that:

- a) The Password is immediately changed
- b) We are immediately informed of the suspected breach.

## **5.0 Availability of Information**

Information available through Internet Banking concerning transactions and balances may not always be completely up to date, although, in most cases should at least reflect the transactions and balances of an account up to the close of business on the previous day on which we were open for general banking business.

Not all services and functions offered through Internet Banking are available at all times.

## **6.0 Liability**

This clause sets out the parties' liability for unauthorized transactions conducted through TDB Online Banking.

### **6.1 The Account Holder will be liable for actual losses resulting from unauthorized transactions caused by the User or a Nominee:**

- Engaging in fraud
- Voluntarily disclosing any Access Codes to anyone, including a family member or friend
- Keeping a record of an Access Code without making a reasonable attempt to disguise it or to prevent unauthorized access to it in accordance with clause 4.2
- Writing their Access Codes or a disguised record of their Access Codes on the electronic equipment
- Selecting an Access Code which represents the User's or a Nominee's birth date, or being an alphabetical code which is a recognizable part of their name, after we have asked them not to select such an Access Code and told them of the consequences of doing so
- Acting with extreme carelessness in failing to protect an Access Code.

The Account Holder will also be liable for losses resulting from the User or a Nominee accessing Internet Banking via a computer that the Account Holder knows contains software that has the ability to reveal to a third party, or to otherwise compromise, Access Codes and/or customer information, including, but not limited to, account information.

The Account Holder will also be liable for actual losses resulting from unauthorised transactions caused by the User or Nominee unreasonably delaying notifying us of:

- The misuse of an Access Code
- Loss of an Access Code
- An Access Code becoming known to someone else.

In these three cases an Internet Banking Account Holder's liability will only extend to losses which occur between the time when the User or Nominee became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

### **6.2 When you are not liable:**

The Account Holder will not be liable for losses resulting from unauthorised transactions where it is clear that the User or Nominee has not contributed to the loss. You may have contributed to the loss if you do not follow our guidelines for Access Code security in clause 4.2.

- a) You will not be liable for unauthorised operations on an account for which the correct Access Codes are used if any User or Nominee were in no way responsible for the Access Codes becoming known to an unauthorised user provided:
  - i) The User or any Nominee, as the case may be, notify us immediately upon becoming aware of or suspecting that an unauthorised operation has taken place
  - ii) You check your account statements for unauthorised operation as soon as you receive them
  - iii) You provide all necessary assistance and co-operation with regard to any investigation of the circumstances giving rise to the unauthorised transaction
- b) You are not liable for loss of funds if:
  - i) Unauthorised use took place before the User or any Nominee, as the case may be, obtained the Access Codes from us; or
  - ii) Unauthorised use took place after we were informed that Access Codes have been lost, stolen, or used by someone without your authorisation and the User or any Nominee changed the Access Codes as soon as we advised the User or any Nominee to change them
- c) In the situations described in paragraphs (a) and (b) of this sub-clause we will credit that amount to your account but will have no further or other liability to you.

The Account Holder will not be liable for losses resulting from unauthorized transactions that:

- Are caused by the fraudulent or negligent conduct of our staff or agents or companies involved in networking arrangements;
- Happen before the User or Nominee receives or selects their Access Codes(s);
- Happen after we have been notified that an Access Code has been misused, lost or stolen or that the security of any Access Codes has been breached;
- Are the result of the same transaction being incorrectly debited more than once to the same account.

The Account Holder will not be liable to pay for:

- That portion of the losses incurred which exceed the balance of their account(s), including any pre-arranged credit;
- Incurred on any accounts which the Account Holder and Westpac had not agreed could be accessed using Internet Banking.

For Internet Banking the Account Holder's liability is subject to Westpac proving on the balance of probability that the User contributed to the losses in one or more of the ways listed above.

### **6.3 When we are not liable**

Subject to, (i) clause 6.4 headed Non-excludable Warranties and Conditions; and (ii) our liability to re-credit funds to your account where you are not liable as set out above, we will not be liable for:

- a) Any party's reliance on the information obtained through use of Internet Banking

- b) Any failure or delay of Internet Banking to provide information or perform operations requested including a failure to process a request received before a cut-off time on the same or next Banking Business Day or failure or delays caused by third parties
- c) In any event, other than for our proven negligence, fraud or willful misconduct, any amount in excess of 500 units of the currency in the country in which you are registered
- d) Indirect, consequential or special loss or damage (including but not limited to loss of or damage to your data, software, computer, telecommunications or other equipment caused by your use of Internet Banking unless such loss or damage is directly and solely caused by our negligence or deliberate default), howsoever caused, including negligence arising from using our Internet Banking
- e) Unavailability of Internet Banking (including if the use of Internet Banking is not permitted by local law for any reason), and events beyond our control such as but not limited to an Internet connection.

#### **6.4 Non-excludable Warranties and Conditions**

Nothing in these terms and conditions shall operate so as to exclude, restrict or modify the application of any of the provisions of any legislation that Westpac, any User or Nominee is subject to, the exercise of a right or duty conferred by such legislation, or our liability for a breach of a condition or warranty implied by such legislation where to do so would breach such legislation or is otherwise illegal.

#### **7.0 Availability and variation to these conditions including fees and charges**

##### **7.1 Where You can see the Terms and Conditions**

These conditions of use will be available for viewing on the Internet Banking sign in page.

##### **7.2 How We Can Give Notices to you including Notice to Vary these Terms and Conditions**

We may vary these conditions generally by either providing written notice to you before a change becomes effective:

- a) By notice displayed on the screen
- b) Written notice to you addressed to the last address we have recorded for you
- c) Advertisement in a newspaper
- d) Notice displayed in our branches

We may adopt the above methods of giving notice anytime we are required to provide notice to you unless it is illegal to do so.

##### **7.3 Continued Use is Acceptance of Change**

Use of Internet Banking after notification by a method referred to above will constitute your acceptance of the variation.

##### **7.4 Help Files are Part of These Terms and Conditions**

Help Files and on screen notices form part of these terms and conditions. By using the function to which the Help File or on screen notice applies you accept the Help File and on screen notices are part of these terms and conditions.



## **8.0 Fees and Charges**

### **8.1 Normal Account and Transaction Fees**

Normal transaction fees apply to the accounts which you access using Internet Banking. These fees are stated in the terms and conditions of those accounts or are available from us.

### **8.2 Notice of Fees**

Fees and charges (if any) applicable to Internet Banking will be advised to you from time to time by one of the methods referred to herein.

### **8.3 Account for Payment of Fees and Charges**

You may be asked to nominate an account held by you with us to which fees, charges and any taxes and government charges applicable to Internet Banking may be debited. If you do not nominate an account we are authorized by you to debit any of your accounts held with us (whether alone or jointly with any other person).

## **9.0 Termination**

### **9.1 Termination by You**

You or your Nominee may terminate your Internet Banking access at any time by giving to us written notice or informing our Internet Help Desk. This notice shall not be effective until we have received it and may be given to a secure message function of Westpac.

### **9.2 Termination by Us**

We may terminate your use of Internet Banking by giving written notice addressed to the last address notified by you to us or by one of the methods referred to in clause 7.2 dealing with variation of conditions.

### **9.3 Suspension or Termination by us without notice**

We may suspend or terminate your use of Internet Banking without giving you notice for any reason where we reasonably believe such access should be suspended or terminated, for example in order to protect the integrity or security of our website, for maintenance or reasons beyond our control such as internet outages, when lawfully directed to do so, or where an enquiry has been made to us of the type identified in clause 2.7, or you have not accessed Internet Banking for a lengthy period.

## **10.0 Value Limits and Cut Off Times**

### **10.1 Imposition and Variation**

We may at any time and from time to time without notice impose daily or other limits, and vary such limits, on the maximum amount you may transfer from your account using Internet Banking.

### **10.2 Impact of change to Value Limits**

This may also affect your ability to make a Payment using Internet Banking and may affect value limits you have authorised where your nominated value limit is higher than one we impose. Value limits applicable to specific functions appear in the Help Files.

### 10.3 Cut Off Times

Instructions received after a cut off time may not be processed until the next Banking Business Day. This may be the case even if Internet Banking shows a change in account balances resulting from the operation. Different cut off times apply to different instructions. For details of current cut off times refer to our Help Files.

### 10.4 Variation of Cut Off Times

We may vary cut-off times at any time. We will advise you of permanent or long term variations to cut off times however, we may need to make temporary changes without notice.

## 11.0 Payments

### 11.1 General

- a) You may nominate a function allowing for Payments (**voluntary PPA**) to be made. If you select this option you need to be aware that any Nominee with value access (as nominated on the Access Authority) will also be able to make Payments from your account(s).
- b) You must ensure that Payment details are correct. The User or any Nominee is solely responsible for providing correct Payment details including amount and payee details. We have no liability to you or any Nominee for any Payment made in accordance with details provided by you or such Nominee.

### 11.3 Periodic Payments (Voluntary PPA)

- a) You can create or delete a Periodic Payment between 7am and 3pm on a Banking Business Day and at anytime on the weekend or on a public holiday. Requests to create or delete a Periodic Payment received after the above cut off times or on a non-Banking Business Day will not be processed until the next Banking Business Day.
- b) A Periodic Payment cannot be created or deleted immediately if the next payment is due either the same day or on a weekend or public holiday. A minimum of one Banking Business Day's notice is required.
- c) If the due date for a payment falls on a day other than a Banking Business Day we may make the payment on the next Banking Business Day.
- d) If there are insufficient cleared funds in the account to be debited on either the day before the Periodic Payment is due or on the due date and no other arrangement exists at that time to allow the account to be overdrawn, the Bank:
  - i) Does not have to make the payment on that date
  - ii) May make the payment on the due date and charge an account overdrawn without arrangement fee
  - iii) May delay the payment to a later date when cleared funds are available (but will not be obliged so to do) and may charge a fee
  - iv) May charge a Periodic Payment not made fee.

- e) We may debit your account for any Bank fees or government taxes or charges that apply to Periodic Payments from time to time and will notify you of any such fee.
- f) We may discontinue making payments at any time, but will advise you in writing if we do so (unless we discontinue the payments because the payee, or the payee's bank refuses to accept them).
- g) Periodic Payments created via Internet Banking are subject to your daily payment limit. Creating a new Periodic Payment may impact on other Payments you intend to make because the Periodic Payment will take up some of your daily payment limit. You need to allow for this.
- h) You cannot modify, temporarily stop or make additional payments via the Periodic Payment function through Internet Banking. If you want to change a Periodic Payment by using Internet Banking you must delete the current instruction and create a new one.
  - i) If you modify or stop a Periodic Payment other than through using Internet Banking it may be regulated by other terms and conditions. For example, if a change is made through a branch the daily payment limit will not apply. This change may be subject to alternative fees and charges.

## **12.0 Indemnity**

To the extent permitted by law, the Account Holder agrees to indemnify TDB against any loss or damage TDB may suffer due to any claim, demand or action of any kind brought against TDB arising directly or indirectly because the Account Holder and/or the Authorized Users, including Business Operators;

- Did not observe their obligations under these Terms and Conditions or
- Acted negligently or fraudulently in connection with these Terms and Conditions.

## **13.0 Unenforceable provisions**

If any provision in these Terms and Conditions is held to be unlawful or unenforceable by the applicable law of a jurisdiction, it shall not, to the extent permitted by that law, affect the validity and enforceability of the remaining provisions and shall be replaced by a provision that is enforceable that, to the extent possible, reflects the provision that is unlawful or unenforceable.

## **13.1 Governing law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the country in which you registered for Internet Banking. You and we expressly agree to submit any dispute arising under these Terms and Conditions to the non-exclusive jurisdiction of the courts of that country.

End