

## **FBC BANK MASTERCARD WEB APPLICATION TERMS OF SERVICE AND SECURITY POLICY**

Welcome and thank you for opting to use the FBC Bank MasterCard Web Application service. Please accept the below Terms of Service and understand them before using this service.

**Please take note:** These Terms of Service are supplementary to the ones on our Cardholder application form you signed with us on card application. In addition to these Terms of Service, the Web Application is also subject to the Cardholder agreement governing the Card transactions for which the Web Application is used.

### **In this Agreement:**

1. **“Web App”** is referring to FBC Bank MasterCard Web Application and services as applicable.
2. **“The Bank”** is referring to FBC Bank.
3. The words **"you", "yours", or "your"** are referring to the user of the Web Application service.
4. **“TOS”** will mean **Terms Of Service**.
5. The words **"us", "our", or "we"** are referring to FBC Bank Limited.

### **1. TERMS OF ACCEPTANCE**

- a. FBC Bank MasterCard Web Application provides its service to you subject to the following Terms of Service and our Cardholder agreement with you governing card transactions for which FBC Bank MasterCard Web Application is used.
- b. FBC Bank Limited reserves the right to change the Terms of Service and, introduce/change fees relating to the Service, if any, at any time, and you will be notified of such changes. You hereby agree to be bound by all changes we make.
- c. You hereby agree to be bound by any guidelines applicable to FBC Bank MasterCard Web Application that may be introduced from time to time.
- d. You agree that use of FBC Bank MasterCard Web Application will represent your acceptance of these Terms of Service, and that continued use of FBC Bank MasterCard Web Application after you have been advised of revisions to these Terms of service shall constitute your agreement to such revised terms and any applicable introduced guidelines or rules.
- e. Unless explicitly stated otherwise, any new feature that augments, enhance or otherwise change FBC Bank MasterCard Web Application shall be subject to these Terms of Service.
- f. If necessary and upon request from FBC Bank Limited, you agree to sign a non-electronic version of these Terms of Service.

## **2. YOUR OBLIGATIONS UNDER FBC BANK MASTERCARD WEB APPLICATION**

- a) Through the use of FBC Bank MasterCard Web Application, you hereby authorise the Bank to undertake the following;
  - i. Keep your personal information and that of your cards.
  - ii. Use and retain your information in accordance with our Cardholder agreement with you. Your information will be associated with a unique identifier for you (your card number and your name).
- b) You hereby undertake and also agree to take responsibility to immediately inform us from time to time on any change on your contact information.

## **3. THE USAGE TERMS**

- a. In the event that there is a lapse of five (5) business days from the point of card activation and client is unable to use the FBC Bank MasterCard Web Application services, client hereby agrees to keep and hold the bank harmless and indemnified save for circumstances of negligence on the part of the Bank.
- b. It is mandatory that you provide accurate and up to date contact information to the bank.
- c. Please note that if you do not provide the bank with your current or updated contact details, you may not be able to use FBC Bank MasterCard Web Application service.
- d. FBC Bank Limited will use the contact information provided by you on your initial application/registration, or as updated from time to time by you and if you provide any contact data that is inaccurate or not current, or if we suspect that your contact data is inaccurate or not current, we have the right to suspend, terminate, or refuse your current or future use of the service. You will also not hold the bank liable for resultant service failure.

If there is any inconsistency between our internal records, and information relating to your card(s) and related account(s) or your use of the service, our internal records will prevail in the absence of evidence to the contrary.

## **4. AUTHENTICATION AND TRANSACTION AUTHORISATION.**

Through the use of FBC Bank MasterCard Web Application, you agree to the use of FBC Bank MasterCard Web Application to evidence your identity and acceptance of transaction, including for purposes of authorisation of recurring transactions authorised in advance to recur at regular intervals.

## **5. YOUR REGISTRATION DATA**

You confirm, acknowledge and agree that FBC Bank Limited may store your registration data and may disclose some of the data if required to do so by applicable Law, or as reasonably necessary in related investigations and compliance with legal process and enforcement of these Terms of Service.

## **6. YOUR CONDUCT**

As you access and use the FBC Bank MasterCard Web Application, you agree not to:

- a. Make any alterations or changes to the existing contents, set-up and make-up of the FBC Bank MasterCard Web Application.
- b. Pretend to be any other person or entity using FBC Bank MasterCard Web Application.
- c. Upload, or transmit any material that has software viruses or any other computer code, files or programs designed to disturb, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by FBC Bank MasterCard Web Application.
- d. Copy or mirror any part of the FBC Bank MasterCard Web Application or service without FBC's prior written authorization.
- e. Use the FBC Bank MasterCard Web Application service to perform or cause any form of fraud.

## **7. LIABILITY**

- a. You agree that FBC Bank Limited shall not be held liable to you or to any third party for any modification, suspension or discontinuance of FBC Bank MasterCard Web Application in instances where there is a breach of the Terms and Conditions contained herein.
- b. You understand and accept that there can be a delay in updating contact details for use by FBC Bank Web Application. The Bank therefore will not be liable for direct, consequential, incidental, special or indirect losses or other damages, resulting from your inability to use FBC Bank MasterCard Web Application due to delays in updating your contact details.
- c. FBC Bank will not be liable for any loss on your part emanating from your direct and assumable usage of your FBC Bank Web Application.
- d. You are not liable under these TOS for loss caused by:
  - i. Fraudulent or negligent conduct by our employees or agents, or parties involved in the provision of FBC Bank MasterCard Web Application.
  - ii. Faults that occur in our systems, including the systems used to provide the service, unless the faults are obvious or advised by a notice or message;
- e. If you have acted negligently or fraudulently, or in contravention of the clauses of this TOS or your cardholder agreement, you are liable for all claims, losses and consequences arising from or in connection with your use of the FBC Bank

MasterCard Web Application.

## **8. TERMINATION**

FBC Bank Limited reserves the right to at any time, with or without notice, block, suspend or terminate FBC Bank MasterCard Web Application, or your ability to use FBC Bank MasterCard Web Application. We may do so without notice where we consider necessary or advisable to do so, for example, to protect you when there is a suspected breach of security, or when we have reasonable grounds to suspect that your registration data is untrue, inaccurate, not current or incomplete or we need to suspend FBC Bank MasterCard Web Application for maintenance or other reasons.

## **9. WARRANTIES DISCLAIMER**

- a. You agree that you will be solely responsible for any damage to your Web browser or computer system or loss of data that results from the download or use FBC Bank MasterCard Web Application.
- b. Except as otherwise required by any applicable state law, FBC Bank do hereby makes no representations or warranties about FBC Bank MasterCard Web Application of any kind.

## **10. YOUR RESPONSIBILITY**

You understand that disclosure of your FBC Bank MasterCard Web Application password or PIN to a third party is not allowed and any resultant loss will be borne by yourself and no liability will shift to FBC Bank under any circumstances.

If you have questions regarding the FBC Bank MasterCard Web Application, you should direct the questions to our 24-hour Call Centre on +263 772419693 or +263772 152647. Toll free lines 08080025/26