

CORPORATE INTERNET BANKING FORM

Please print in BLOCK LETTERS

The Branch Manager
First Capital Bank

Date:

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Branch:

Dear Sir/Madam,

Re: Internet banking facility

I/We request you to provide us with Internet Banking Facilities. Details are provided as under:

Salutation: Mr Mrs Miss

Full Name:

Login ID:

E-mail Address:

Cell No: Cell No:

1. Account Details View: Yes No

2. User role: Initiator/Authorizer Initiator/Authorizer

3. Transactional Rights: Yes No 4. Bulk Payment Solution: Yes No

If yes, indicate account to be debited

5. Enable Account Level Restriction - please input the accounts to be used and their access rights:

Account Name	Account Number	View	Transact

6. Limits - please select a transaction limit scheme from the choices below:

Corporate Transaction Limits				
APPROVAL LIMITS per Transaction	Limit Scheme			
	High Limit Scheme	Medium Limit Scheme	Default Limit Scheme	Unlimited
Beneficiary outside bank but within country payment	250,000,000	50,000,000	10,000,000	Unlimited
Beneficiary third party payment	250,000,000	50,000,000	10,000,000	Unlimited
Funds transfer own account	1,000,000,000	500,000,000	100,000,000	Unlimited
Once off within bank transfer	250,000,000	50,000,000	10,000,000	Unlimited
Once off outside bank but within country transfer	250,000,000	50,000,000	10,000,000	Unlimited
Salary payments – outside bank but within country	250,000,000	50,000,000	10,000,000	Unlimited
Salary transfers - within bank	250,000,000	50,000,000	10,000,000	Unlimited

High Limit Scheme Medium Limit Scheme Default Limit Scheme Unlimited

TERMS OF USE

Please read the following Terms and Conditions carefully. By using an electronic/digital banking platform and/or its related services, you acknowledge that you have read the Terms and Conditions and that you accept and will be bound by them, as they may be modified by First Capital Bank Plc from time to time, as posted on the platform. If you do not agree to the Terms and Conditions of use, please do not access, register for, or attempt to use any electronic/digital platform provided by the bank.

1. DEFINITIONS

In these Terms and Conditions, the following words will have the following meanings:

Account means any account held in the name of the customer together with any accounts in respect of which the customer holds a valid Mandate.

Digital/Electronic Banking is provided by the bank to offer the following services:

- o Obtaining information relating to the Account, including transactions and standing instructions.
- o Transferring funds;
- o Paying accounts;
- o Making own defined payments where the customer provides the beneficiary's details;
- o Requesting from the bank statements and replies to enquiries which relate to the Account;
- o Creating stop orders; and using any other service, which may be available through Banking.

Access code (s) – the password, Personal Identification Number (PIN) and/or One Time Password (OTP) used to authenticate users, and/or authorise transactions.

Bank means First Capital Bank Plc

Billing Account means the customer's nominated account used for the purpose of debiting the fees payable in terms of this agreement.

Digital /Electronic Banking includes Internet Banking and Mobile Banking.

Commencement Date means the date of submitting or signing the application for registration, whichever occurs first.

Customer means the person who has registered to use Digital Banking.

Main User/s, means any person/s authorised or deemed to be authorised by the customer to use the Digital Banking.

Password means alphanumeric (both letters and numbers) characters chosen by the customer or **Main User**, as the case may be, used as an additional security and authentication when accessing the platform.

PIN means numeric digits (Personal Identification Number), chosen by the customer or Main User and used as a security and authentication when accessing the Digital Banking platform/channel.

One Time Pin (OTP) is a unique code that acts as a once-off password that is required when performing particular transactions through Digital Banking. Digital Banking customers will receive the OTP via Short Message Service (SMS) to the customers nominated number.

Channel – the platform used to access banking services, including, but not limited to Internet Banking, and all forms of Mobile Banking.

2. USE OF DIGITAL / ELECTRONIC BANKING

2.1 The use of Digital Banking is subject to Terms and Conditions as provided by the bank.

This agreement governs your and our rights and obligations when you use any of the bank's Digital Banking services. You will become bound to the most recent version of this agreement when you register to use any of the Digital Banking services. Before you can use Digital Banking you must register for the said channel. To use Digital Banking, you must be at least 18 years old or have your parent/legal guardian's consent or be emancipated. By registering to use Digital Banking you confirm that you are at least 18

years old or have your parent/legal guardian's consent or have been emancipated, as the case may be.

- 2.2 The customer acknowledges that information transmitted through the Internet or any other communication system, including wireless communication system, is susceptible to unlawful access, distortion and monitoring and that the use of Digital Banking is at customer's own risk.
- 2.3 The customer authorises the bank to carry out any and all instructions given via the Digital Banking, including the debiting of and transfer of funds from the Account and the furnishing of information on the Account, provided that the instructions are authenticated by the use of :
 - 2.3.1 the PIN and/or Password
 - 2.3.2 any authorisation to be provided as per the authentication process applicable for the relevant digital channel
- 2.4 The provision of the Digital Banking will not entitle the customer to overdraw the account if borrowing arrangements have not been made with the bank, or to overdraw in excess of any borrowing limit agreed with the bank. Attendant charges will apply, at the bank's discretion.
- 2.5 The customer should comply with Bank's security tips as published on the website from time to time.

3. UNAUTHORISED USE OF THE PIN AND PASSWORD – ACCESS CODES

- 3.1 The bank deals with the customer remotely when using Digital Banking (no face to face interaction), as such the customer authorises the bank to act on and accept all instructions and transactions that occur after your PIN, Password and/ or OTP have been entered or applied. The bank is entitled to assume that all such transactions have been authorised by you, even if such transactions took place without your knowledge or consent, or were not authorised. This will apply to transactions that occur after you have requested that the Bank disable any access code. The customer must inform the bank immediately if he/she knows or suspects that his/her access code (s) have been lost, stolen or may be misused.
- 3.2 If any unauthorised person obtains the Access Codes in any manner whatsoever, such a person will be regarded as the customer's duly authorised agent with full authority to use the Digital Banking on the customer's behalf.

4. INDEMNITY AND WARRANTY BY THE CUSTOMER

- 4.1 The customer indemnifies the bank against any damage, loss and/or consequential damage that the customer may suffer as a result of incorrect, wrong, unauthorised and/or wrongful instructions or information given by the customer or any other person authorised or deemed to be authorised to act on behalf of the customer.
- 4.2 The customer hereby warrants to the bank that the customer has the required legal capacity to enter into and be bound by these Terms and Conditions.

5. DUTIES OF THE CUSTOMER

- 5.1 The customer must keep his/her PIN, Password or OTP secret. The customer must not disclose the PIN, Password or OTP, thereby giving access to any unauthorised person.
- 5.2 The customer must take all reasonable precautions to prevent unauthorised use of Digital Banking and unauthorised access to the Account.
- 5.3 If the customer suspects that the PIN, Password or OTP has become known to someone else, the customer must immediately notify the bank and immediately change the PIN or Password.
- 5.4 The customer must provide the correct account number, and associated details, where required, of all beneficiaries when instructing the bank to make payments, pay accounts and to transfer funds to such beneficiaries. The bank does not at any stage verify an account number and associated details against the name of a beneficiary.

6. TRANSFER LIMITS

On registering for the digital banking services the customer will be required to elect a limit for transferring funds as provided in the Internet Banking Registration Form. These limits will be subject to revisions by the bank from time to time and the details of such changes can be requested from the bank.

7. OTHER AGREEMENTS THAT ALSO APPLY TO YOU

Certain products and services that you use or access via Digital Banking are subject to their own terms and conditions. This agreement (governing the use of Digital /Electronic Banking) must be read together with, and forms part of each product agreement. In the event of conflict between this agreement and such other terms, the provisions of such other terms will prevail to the extent of the conflict.

8. FEES

- 8.1 Any fees and charges in respect of the Digital Banking will be debited to the customer's nominated bank account (Billing Account). Should the bank be unable to recover any fees/charges from the nominated bank account on the due date, due to insufficient or for any other reason whatsoever, the bank shall be entitled to recover such fees/charges as and when the funds may become available in the customer's nominated bank account, alternatively from any other First Capital Bank Plc account belonging to the customer.
- 8.2 Should the bank be unable to recover any fees/charges as per 8.1 above, the bank reserves the right to suspend the Internet and/or Mobile Banking service with immediate effect, with or without notice.
- 8.3 The bank may vary the fees/charges in respect of Digital Banking by giving appropriate notice of such amendments to the customer by posting a notification of amendments on the website and selected media.

9. AVAILABILITY OF DIGITAL BANKING

- 9.1 Digital Banking will be available at all times, subject to the availability of the internet and mobile network operator connections and to any periods required for necessary maintenance of the internet and mobile network operator connections, the platform or unforeseen and unplanned critical system failure.
- 9.2 The Bank shall not be liable for any claims or loss for failure to access Digital Banking due to the circumstances states in 9.1 above.
- 9.3 Should Digital Banking be unavailable for whatever reason, the customer must use the bank's other available channels and take reasonable steps to minimise and/or prevent loss or risk.

10. INTERNET REQUIREMENTS

- 10.1 Should the customer obtain access to the Digital Banking via the Internet, the customer must register with an Internet Service Provider before the commencement date.
- 10.2 The customer will be solely responsible for the acquisition, installation and maintenance of the connection to the Internet or any related costs or expenses will be borne by the customer.
- 10.3 Should the Internet software and hardware requirements be modified with a view to improving or upgrading the Internet, the resultant cost of any hardware, software or Internet connection required for use of the system will be for the customer's own account.
- 10.4 In the event that the customer experiences problems with the Internet and Internet connection, it is the customer's responsibility to liaise with the Internet Service Providers prior to contacting the bank.

11. MOBILE DEVICE REQUIREMENTS

- 11.1 Should the customer obtain access to the Digital Banking via a mobile device, the customer must register with Mobile Network Operator before the commencement date.
- 11.2 The customer will be solely responsible for obtaining of the prescribed mobile device and the connection to the Mobile Network Operator and any related costs or expenses

will be borne by the customer.

11.3 Should the mobile requirements be modified with a view to improving or upgrading Mobile Banking, the resultant costs of any new mobile device or service provider connection required so as to use the Digital Banking will be for the customer's own account.

11.4 In the event that the customer experiences problems with the mobile device and/or Mobile Network Operator, it is the customer's responsibility to liaise with the Mobile Network Operator prior to contacting the bank.

12. LIABILITY FOR LOSS OR DAMAGE

12.1 The customer acknowledges that the use of the Digital Banking and the Account is at the customer's own risk.

12.2 The bank will not be responsible for any damage, loss or consequential damage which the customer may suffer as a result of :

12.2.1 Any malfunction or defect in the hardware used by the customer (which includes the personal computer or mobile device).

12.2.2 Any defect in the software used by the customer to gain access to the Digital Banking.

12.2.3 Any act or omission by the Internet or Mobile Network Operator or any defect in Digital Banking or any other medium by which access is gained to the system.

12.2.4 The Digital Banking being off-line or unavailable.

12.2.5 Any industrial action

12.2.6 Any other circumstances not reasonably within the bank's control

12.2.7 Erroneous, unauthorised, incomplete or unlawful instruction from the customer

12.2.8 Unlawful or unauthorised access by another person(s)

12.2.9 Incorrect or late execution or non-payment of any instruction given by the customer, due to the circumstances set out above.

13. INTELLECTUAL PROPERTY

13.1 The bank retains all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or through Digital Banking.

13.2 The customer is authorised to view and download a copy of these Terms and Conditions to a local hard drive or disk, print and make copies of such printouts, provided that the material is used for considering use of the Digital Banking and for no other commercial or derivative purposes.

13.3 Any reproduction of the bank's proprietary material from the website, or a Digital Banking platform, or portion of it must include the bank's copyright notice in its entirety.

13.4 Nothing on this platform should be construed as granting any license or right to use any trademark without the bank's prior written consent and/or the prior written consent of the third parties, as the case may be. The customer may not without the bank's prior written consent, use the bank's intellectual property or the intellectual property of third parties found herein or any other First Capital Bank digital platforms for any purposes whatsoever.

14. TERMINATION, SUSPENSION OR WITHDRAWAL OF THE DIGITAL BANKING

14.1 The customer may terminate the Digital Banking by giving the bank a written instruction. The notice should be signed by the customer and duly acknowledged by the bank.

14.2 The bank is entitled, at its discretion, to terminate the Digital Banking at any time the bank deems it necessary.

14.3 In order to protect the customer, the bank and the banking systems, the bank is entitled to immediately suspend or withdraw all or part of the Digital Banking if the channel is being used contrary to the Terms and Conditions of this agreement; the bank has reasonable grounds to believe that the channel may be used negligently, illegally or

fraudulently or the bank believes that the security of the system used to provide the Digital Banking may be compromised.

14.4 In the event that Digital Banking has not been used for a period of 6 (six) months or longer, the bank reserves the right to terminate the agreement without prior notice. The customer may reapply for Digital Banking at any time.

14.5 The customer is liable for all transactions and/or obligations (and related charges) which are incurred up to and including the date of termination.

15 GENERAL

15.1 All information on this platform is only intended to provide the customer with general information about the bank, bank products and services and the bank will endeavour to ensure that the information provided is up to date. First Capital Bank will periodically amend, change, add, delete, update or alter the information, including without limitation, the Terms and Conditions of use at the website or online, without notice. Further, First Capital Bank assumes no responsibility for any errors or omissions in the content of the website or in any of its collateral.

15.2 The Terms and Conditions will be governed by and construed in accordance with the applicable laws of Malawi and users agree that all legal proceedings relating to the matters herein shall be adjudicated solely in the High Court of Malawi.

15.3 To the extent that any portion of these Terms and Conditions shall be determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions as so modified will remain in full force and effect.

15.4 Any waiver of any provisions contained in these Terms and Conditions by First Capital Bank shall not be deemed to be a waiver of any other right, term or provision of these Terms and Conditions.

Name

Name

Signature

Signature

Name

Name

Signature

Signature

Date:

To Be Completed By The Branch

We approve the application & request you to facilitate Internet banking for the above customer. We confirm the facts stated above are true and correct.

Date Received:

Received by:

Signature verified by:

To Be Completed By Internet Banking Department

Date received from the Branch:

User created on:

Created by:

Authorized by: