

E-STATEMENT AUTHORISATION

To: AfrAsia Bank Limited

Date: _____

Dear Sir/Madam

I/We _____ hereby authorize the Bank to send me/us my/our debit, credit advices and statements related to my accounts and/or any other information (the "Services") through my/our valid electronic mail address specified below:

Names of Customer : _____

Account Number/s : _____

E-mail address : _____

I/We fully understand and agree that;

- (a) My/Our Statement of accounts and other information will be sent to me/us by electronic mail.
- (b) I/We must at all times keep the electronic mail address initially given by me/us specified above active. If I/We change the electronic mail address initially given by me/us or the electronic mail address becomes inactive, I/We shall as soon as possible notify the bank by fax or electronic mail (but **not through the Bank website**) of such change or of the new valid electronic mail address as the case may be. Such notice shall be effective no later than 5(five) bank business days after receipt of the notice by the Bank.
- (c) According to Section 58(1) & (2) of the Banking Act, it is my duty to exercise reasonable promptness in examining the transactions posted to my accounts and to promptly notify the Bank of any unauthorised payments. If the content of the communication is not challenged within 30 days by means of fax or electronic mail (but not through the bank website), I/We will be deemed to have accepted the contents of the statement of accounts and/or the information and will be prevented from challenging the contents of the statement of accounts and/or information after 30 days deemed acceptance period.
- (d) Unless the provision of the Services is either terminated by the Bank or by me/us, I/We shall not receive any hardcopy of the statement of accounts or any other information except if I/We make a request in writing at AfrAsia Bank as per existing procedures for such requests.
- (e) The time of receipt of an electronic mail is the time when it becomes capable of being retrieved by me/us at the electronic address designated by me/us and the electronic mail is presumed to be capable of being retrieved by me/us when it reaches my/our electronic address.
- (f) The Bank uses automated message to obtain confirmation of the delivery of the electronic mail to me/us.
- (g) Where the Bank receives the acknowledgement of the electronic mail, it is presumed that the related electronic mail was received by me/us.
- (h) The time of despatch of the electronic mail is when it leaves the information system under the control of the Bank.
- (i) The Bank is not responsible for any delay, failure of performance, damage, penalty, cost, expense, or inconvenience resulting to me/us or any other person from causes beyond the Bank's control.
- (j) Even though the Bank shall ensure at all times that communications via internet are secure, the Bank is not liable for any viruses and other malware uploaded to my/our computer devices by third parties or the Bank, its employees or agents. I/We am/are responsible for checking any documents for viruses or other malware.
- (k) The provision of the Services by electronic mail may be terminated by the Bank at any time either by written notice given to me/us or public notification or circular or any electronic means issued by the Bank. Such notice will be effective not earlier than 5(five) business days but not later than 10(ten) business days.
- (l) The customer may terminate the receipt of the Services by electronic mail at any time by notice in writing given to the Bank. Such notice will be effective no later than 5(five) business days after receipt of the notice of the Bank.
- (m) The death or winding up of either the customer or the Bank will not result in the automatic termination of the provision of the services, unless notice of termination has been given in accordance with paragraph (k) and (l) above.
- (n) We agree that the information may be used to identify and advise me/us by post, telephone or other electronic model of any products and services that AfrAsia Bank Limited or your associated companies think may be of interest to me/us.

I confirm having read and understood the terms and conditions.

Name: _____ Signature _____

Relation type: Account holder/Authorised signatory (please specify)

Name: _____ Signature _____

Relation type: Account holder/Authorised signatory (please specify)

BANK USE: _____ **CUSTOMER ID:** _____

Processed by: _____ Verified by: _____

TERMS & CONDITIONS

This Agreement explains the terms and conditions governing the electronic statements and advices service offered by the AfrAsia Bank. By using the service, you agree with the following terms and conditions. This agreement will be governed by and construed in accordance with the laws of Mauritius. By accepting with the present terms and conditions or by otherwise using the Service, you agree to use the service only for bona fide and lawful purpose permitted under this Agreement.

1. This Agreement for electronic delivery of all your periodic account statement(s) and advice(s), applies to all your periodic account statement(s) and advice(s) as provided by the AfrAsia Bank.

2. To receive your account electronic statement(s) and electronic advice(s), you must have a valid e-mail address.

3. Upon enrolment, your periodic account statement(s) and advice(s) will be provided electronically via e-mail. You will no longer receive paper statement(s). However, if you wish to receive your periodic account statement(s) in paper form, kindly send your request to AfrAsia Bank accordingly.

4. The email containing the electronic statement(s) and advice(s) will be encrypted with password protection.

5. The provision of this service is at AfrAsia Bank's discretion, and such service may be modified, suspended, withdrawn, cancelled or discontinued by the Bank at any time. In the event of such modification, suspension, withdrawal, cancellation or discontinuance of the Service, AfrAsia Bank shall notify you and shall revert to sending the periodic account statement(s) and advice(s) in paper form to the your last mailing address appearing on AfrAsia Bank's record.

6. You acknowledge and agree that AfrAsia Bank shall have the right to amend any term(s) of this agreement at any time by giving such notice in writing to the customer, whether by mail, e-mail notification or otherwise or by placing prominent notices at AfrAsia Bank's Head Office and the customer agrees to be bound by the same.

7. If you change your e-mail address, AfrAsia Bank should be notified by calling in person to your Relationship Manager, or by way of authenticated writing, of the new e-mail address accordingly. AfrAsia Bank shall not be liable for, and you hereby irrevocably release AfrAsia Bank from any liability if you fail to notify AfrAsia Bank in writing of any change in your e-mail address.

8. Upon receipt of the account electronic statement you will be required to exercise reasonable promptness in examining the statement to determine the genuineness of transactions therein. Where, based on the account electronic statement, you ought to have reasonably discovered any discrepancy or unauthorised payment, you should promptly notify AfrAsia Bank of the relevant facts. The time limit as provided in the Banking Act for making representations to and claims with AfrAsia Bank under this clause shall apply.

9. You may withdraw your consent for electronic delivery services by sending written notice to your Relationship Manager. Upon withdrawal, the periodic account statement(s) and advice(s) will be sent in paper format to the customer's last mailing address appearing on AfrAsia Bank's record.

10. You understand that if your e-mail password is compromised, you will have the responsibility of informing AfrAsia Bank immediately. AfrAsia Bank, shall, after receipt of your request, suspend the service, until further instruction is received from you to reactivate the service again.

11. Upon transmission of the statement/advices data to your e-mail address, you will have the sole responsibility for maintaining security of the e-mail. By signature of this agreement you hereby agree to indemnify and keep AfrAsia Bank harmless from and against any and all charges, complaints, costs, damages, demands, expenses, liabilities, and losses resulting from any delay, non-receipt, unauthorised access or incompleteness resulting from any failure, defect or any other cause connected with telecommunications network, failure of equipment or any other cause.

12. You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your account electronic statement(s) and electronic advice(s) as soon as you receive it. You agree to protect the confidentiality of your account(s) details and your password. You understand that personal identification by itself, or together with information related to your account(s), may allow unauthorised access to your account(s). For security and privacy reasons, email sent containing the electronic statement(s) or electronic advice(s) is password encrypted. You agree to indemnify and keep the Bank harmless from and against any and all charges, complaints, costs, damages, demands, expenses, liabilities, and losses resulting from any unauthorised access to your e-mail account for reasons which are beyond the control of AfrAsia Bank.