

## Internet Banking Terms and Conditions

### 1. Definitions

In these Terms and Conditions:

“Account” means any account(s) that you hold with us;

“Customer Number” means 7 to 10 digit number we give you which lets you use our Service

“General Terms and Conditions” means the terms and conditions applicable to your Account(s) provided to you with the applications form to open each Account as may be amended from time to time by us.

“Memorable Data” means your personal memorable data, which we can use to check your identity

“Password” means the 6 to 12 character combination of letters and / or numbers used by the customer to uniquely identify him/her-self for access security purposes

“Service” means the Internet Banking service made available to you by us from time to time via the Internet.

“User Guide” means the guidance and information in the ‘Internet Banking Customer User Guide’ set out on screen on our Website, as amended from time to time.

“You/your” means the person(s) registered for our Service

“We/our/us” means Turkish Bank UK

“Website” means our internet website <https://ebank.turkishbank.co.uk> or <http://www.turkishbank.co.uk>

### 2. The Service

2.1 The Service is made available in accordance with these Terms and Conditions. Transactions via the Service remain subject to the General Terms and Conditions in addition to these Internet Banking Terms and Conditions. If there is any conflict between the two in respect of the Service, these Internet Banking Terms and Conditions will prevail. If there is any conflict in respect of the general conduct of your Account, the General Terms and Conditions will prevail.

2.2 The Service can usually be used at the time given in the User Guide. However, we do not warrant or guarantee the access to the Service or that the Service will be free from interruption or down time, and from time to time the Service may be suspended for repair or upgrade or for the reasons set out in 4.6 or 5.3 below.

2.3 The minimum specification to run the Service, which we recommend, can be found in the User Guide or notified to you from time to time. You will at your own expense provide and maintain facilities suitable for gaining access to the Service.

2.4 If your Account is in joint name or otherwise which requires more than one person to sign in order to authorise a transaction your account will have “view only” access.

2.5 It is also possible to nominate a third party to have ‘view only’ access. This may apply in the case of an account holder’s accountant.

### **3. Action on Instructions**

3.1 We will act on instructions using your Customer Number and Passwords without getting further confirmation from you. You irrevocably authorise us to act on all instruction received via the Service in respect of your Account.

3.2 You are responsible for ensuring that your instructions and information you give to us is accurate and complete. We shall not be liable for any loss or damage you suffer if they are in any way inaccurate or incomplete.

3.3 You will be responsible for all instructions received by us between the time you pass the security procedure until you exit from the service. Please note that this includes any instructions sent by someone else so please ensure that you do not leave the device you are using to access the Service unattended whilst you are still logged on to the Service.

3.4 Once you have given an instruction you cannot cancel it. If you ask us, we may try and reverse it as far as possible under the practices of the banking system. You need to pay any costs.

3.5 A transaction may not always be processed as soon as you give the instruction for it; some instructions can only be processed during normal banking hours.

3.6 Payment instructions received via the Service will only be accepted and acted upon by us if you have sufficient available cleared funds in the Account.

3.7 While we will use reasonable endeavours to effect instructions received on the appropriate processing day requested by you, we reserve the right to refuse to act or implement any instruction but in such a circumstance will notify you of the reason.

### **4. Security**

4.1 When registering for the use of the Service, you will be issued with a unique Customer Number and a Password upon which Access to the Services is dependant.

4.2 You must take all necessary and reasonable precautions to prevent the disclosure and unauthorised use of Customer Number and Passwords.

4.3 If you know or suspect that security of the Service has been breached, we must be notified immediately.

4.4 You will not be liable for a transaction which was not authorised by you except in the case of your failure to take all necessary and reasonable steps under 4.2 above or fraud.

4.5 If you dispute that you have given an instruction, we will expect you to co-operate with us, the police and our insurers in any investigations. We may give the police and our insurers any information we consider relevant to enable them to carry out investigations.

4.6 For your protection, we reserve the right to suspend your access to the Service without notice if:

- Incorrect passwords are used when attempting to access to the Service
- We have reason to suspect an unauthorised person is attempting to access the Service.

### **5. Variation, Termination and Suspension**

5.1 You can cancel the Service by telephoning us on the number in the User Guide.

5.2 We may vary these Terms and Conditions or end or suspend your use of the Service by giving you 30 days' notice. We may give you shorter notice to protect security or in other circumstances which are beyond our control. After you have received notice your use of the Service is acceptance of the change.

5.3 We will suspend your use of the Service if you do not use it for 12 months.

5.4 Termination of your use of the Service will not affect instructions you have already given to us.

## **6. Using and Sharing Your Information**

6.1 We will use your information in accordance with the clauses under the heading "Confidentiality and Disclosure of information" of the General Terms and Conditions.

6.2 Telephone calls may be recorded for security and training purposes.

## **7. Limitation of Our Liability**

7.1 We shall not be liable to you for any loss or damage which you may suffer as a result of using the Service, except where such loss or damage was caused by negligence, wilful default or fraud by us or our employees.

7.2 We shall not be liable to you for any indirect or consequential loss you may suffer as a result of using the Service.

2.4 While we shall endeavour to ensure that the financial information made available to you via the Service will be accurate, we shall not be liable for any loss incurred or damage suffered by you in consequence of any such inaccuracy.

2.5 You acknowledge that, due to the nature of the internet and electronic communications, there is a risk that communications may not operate free from error or interruption. In particular (but without limitation) we shall not be liable for any loss incurred or damage suffered by you in consequence of:

- Any error or interruption in communications;
- Any losses or delays in the transmission of your instruction caused by any internet service provider or by software failure; or
- Any breaches of security which are beyond our control.

## **8. General**

8.1 We reserve the right to introduce a charge for using our Service but we will give you reasonable notice before we do so.

8.2 These Internet Banking Terms and Conditions are subject to English law and will be subject to the nonexclusive jurisdiction of the courts of England.