



## *National Bank of Malawi Internet Banking Terms and Conditions*

In these terms and conditions:-

“Account Details” means the stated balances of your Account (which will generally be the uncleared balance) and such other information as is made available to you by the Service;

“National Bank of Malawi Customer” means a person who alone or jointly with another is a customer of and has provided National Bank of Malawi with National Bank of Malawi Security Login Information;

“National Bank of Malawi Security Login Information” means the confidential information that you have provided to National Bank of Malawi, which allows you to access your National Bank of Malawi accounts in the Secure Area;

“National Bank of Malawi Site” means [www.natbankmw.com](http://www.natbankmw.com) or such other Internet site, as National Bank of Malawi shall designate for the purpose of this Agreement;

“PC” means the personal computer or any other device, used to access the Service;

“Secure Area” means the part of the National Bank of Malawi Site which contains account information for National Bank of Malawi customers and enables National Bank of Malawi Customers to transact on-line;

“Security Code” means your National Bank of Malawi Security Login Information and the security details, passwords, personal identifiers and other details or codes required for you to access your account;

“Services” means balance with Account Details, which you may access in the Secure Area and any further services we may offer in relation to your accounts from time to time;

“You, your” means you the National Bank of Malawi customer who accepts these terms and conditions.

### The Service

The service is designed to present information to the customer in the Secure Area, which will give you, the customer, your Account Details and enable you the customer to have direct access to your Accounts. However, the continued uninterrupted provision of this service is dependent on the customer safeguarding against the transmission of computer viruses.

The customer shall follow National Bank of Malawi Security procedures at all times to avoid unauthorised access to the National Bank of Malawi Security Login Information.

National Bank Malawi does not guarantee the availability of the service or that the customer’s use of the service will be uninterrupted.

The balance shown will be the most up to date balance available and may show uncleared balances, where these are available.

### Termination

National Bank of Malawi shall cease to provide the Service to the customer if the customer ceases to be a National Bank of Malawi customer or otherwise ceases to have access to the Secure Area for any reason or if National Bank of Malawi reasonably believes that the Service is not of value to a customer who has not used it for a period of at least 3 months. National Bank of Malawi may also cease to provide the service where the customer uses the service for fraudulent purposes or commits gross negligence in the operation of the service.

National Bank of Malawi shall cease to provide the service to the customer if the customer continues to originate/introduce computer viruses to the service.

This Agreement may be amended to include a development in, or the introduction of, new products and services and new ways in which the customer can use the Service, or to reflect a change in the law include any code of practice (or the way in which they are applied) or to correct a mistake.

National Bank of Malawi shall inform the customer of any change by sending an e-mail, separate written notice or by advertising on its website.

National Bank of Malawi shall give at least one month's prior notice for any amendment to this Agreement.

The Accounts that the customer can access via the Service may change from time to time and National Bank of Malawi may remove Account Details from the Service provided one day notice is given.

#### Disclaimer

National Bank of Malawi shall not be liable for any losses the customer may suffer on any Account if the Account is subject to unauthorised access or an unauthorised transaction unless that unauthorised access or unauthorised transaction is caused by the Bank's negligence.

Should the customer believe that there has been any unauthorised access or any unauthorised transaction affecting its Account or any of them by reason of the Service, the customer must inform National Bank of Malawi immediately and provide the Bank with reasonable assistance to investigate the position in accordance with National Bank of Malawi's procedures. The customer hereby agrees to provide National Bank of Malawi with all the assistance, technical or otherwise, which National Bank of Malawi may need in the said investigation.

National Bank of Malawi shall not be liable if prevented from doing anything because of something it cannot reasonably control, including the unavailability of any Site or the customer's PC failing to function properly.

#### Governing Law

This agreement shall be governed by the Laws of Malawi and the parties hereto consent to exclusive jurisdiction of the Malawi courts in all matters regarding it.

#### **What it costs the client**

**The bank recovers commission of K5, 675.82 per month for corporate customers and K950.00 per month for personal customers.**

**I/ We agree to the foregoing information and above Terms and Conditions.**

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**Authorised Signatory**

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**Authorised Signatory**