

TakuBCI App Terms and Conditions



Effective 1 April 2022

These TakuBCI App Terms and Conditions together with the BCI Electronic Banking Terms and Conditions and BCI General Terms & Conditions as updated from time to time (together the “Terms and Conditions”), apply where BCI provides you with the BCI Mobile Banking App called the TakuBCI App. BCI requires you to be registered with BCI for Electronic Banking to use the TakuBCI App.

It is important that you read the Terms and Conditions before you use the TakuBCI App. By clicking on the “Accept” button when you download the TakuBCI App you agree that the Terms and Conditions apply to you and that you’ll comply with them.

The TakuBCI App is an ‘electronic banking service’ as referred to in the Electronic Banking Terms and Conditions.

1 Glossary of Terms

TakuBCI App - TakuBCI App means our Mobile Banking App for iOS and Android devices.

Cleared funds - Cleared funds are funds in your Account, available for you to use, and which won’t be reversed or dishonored, unless the transaction is considered to be fraudulent.

Customer number - Customer number is the number we give you to identify you and your accounts held with us.

Secure Messaging – Secure Messaging means the secure electronic messaging service available via the TakuBCI App and BCI MyIB Electronic Banking that enables you to communicate with BCI to make general account or other enquiries and/or request services,

Electronic payments - Electronic payments are payments you make using the TakuBCI App, MyIB Internet Banking, Electronic Banking or other payments we make for you electronically, including standing orders, bill payments, tax payments, and funds transfers.

Electronic Banking - Electronic Banking means BCI Electronic Banking, our entire suite of services that lets you do things like check your account balances, manage your Vaka Card and make electronic payments, using a computer or other device connected to the Internet.

Mobile device - Mobile device is a mobile phone or other mobile telecommunication device that allows you to communicate with us through an Electronic connection.

App Login - Normal Login options for the App are in place including PIN, Biometrics, Passwords and patterns that you choose and then use to access the TakuBCI App.

Uncleared funds - Uncleared funds are funds in your Account we may allow you to use, but which could be dishonored, for any reason. For example, if a person who has deposited money into your Account doesn’t have enough money in their account to make that deposit, and their bank dishonours their payment to you. The money is then taken back out of your Account.

2 General information about these conditions, and the services we provide you

We can change these conditions

We can change or upgrade the TakuBCI App. We can also change the Terms and Conditions or our fees at any time. The Terms and Conditions may be varied by agreement between BCI and you.

When terms in these conditions may be invalid

If a court in the Cook Islands decides that any of the terms in these Terms and Conditions are unlawful, we will remove the term(s) in question and the remaining terms will be enforceable.



3 How you use BCI's Mobile Banking App

Your eligibility to register for the TakuBCI App

To register for the TakuBCI App, you must:

- be at least 18 years old (unless we agree otherwise);
- be an BCI customer;
- be registered for MyIB Internet Banking (and have a valid MyIB Internet Banking Password and customer number);
- have a mobile device that is enabled for cellular or wireless Internet connection, running on an operating system of iOS (Apple devices) or Android; and
- be authorised to use and incur charges on your mobile device account in relation to the TakuBCI App.

How to access your accounts on the TakuBCI App

You can access the TakuBCI App by downloading it from the Apple App Store (for iOS) or the Google Play Store (for Android). You can use your MyIB Internet Banking logon details to access the TakuBCI App.

Your access to accounts and availability of the TakuBCI App

We can limit the type of Accounts you can access. We can also set transaction limits on any payment you make from a particular Account. Contact us if you would like to discuss changing these limits.

As we rely on third parties to make the TakuBCI App available (like software providers, network service providers, and Electronic service providers) there may be times when access to the TakuBCI App is limited or unavailable.

You may be unable to use the TakuBCI App if your mobile device isn't connected to the Internet or the mobile device is not compatible i.e. older Android or IOS versions.

How we act on instructions

You accept that our authority to process instructions on your Accounts comes from the use of your log-on to the TakuBCI App. You agree that we have that authority whether or not you have actually given authority for the instruction. You agree that we may do any of the following things:

- Act on an instruction received through the App without checking your identity.
- Delay acting on an instruction received through the App.
- Ask you for more information before acting on an instruction

You agree that you will only use the TakuBCI App to carry out your banking transactions and enquiries available through the TakuBCI App. You agree that you will only use the TakuBCI App to carry out your banking transactions and enquiries available through the TakuBCI App.

How you can help stop unauthorized access to your Accounts through the TakuBCI App.

You must call us immediately on +682 29341 / 29342 (after hours) email us at takuBCI@bci.co.ck, or visit us at your nearest BCI branch if:

- your mobile device is lost or stolen; or
- you suspect a security breach of your mobile device. This includes if the mobile service on your mobile device is suddenly disconnected without your permission.

To help prevent unauthorized access to your Account(s), you must follow our advice about processes and safeguards when using the TakuBCI App. You must also protect your mobile device.

Don't let unauthorized people or systems access your information

You need to protect the security of your mobile device:

- By taking all reasonable steps to prevent unauthorized use of your mobile device such as keeping your mobile device secure and not leaving it unattended, locking your mobile device when it's not in use, and not leaving your mobile device logged on to our electronic banking services.
 - Notify us immediately if:
 - either your mobile device is lost or stolen;
 - someone might know your password or PIN or other security feature; or
 - you think someone has accessed your information and Accounts without your authority. You need to protect the security of your information:
 - Don't let anyone see you enter your customer number, Password or PIN or any information about your Accounts.
 - Don't change your security details in a public place.
 - Keep information we send you private.
 - Ensure the operating system on your mobile device is regularly updated.
 - Don't let anyone else access your Accounts through the TakuBCI App.
 - Don't let anyone else register for the TakuBCI App using your customer number and Password.



Make sure you can trust the mobile device you use and the links you follow

You need to:

- Only install applications on your mobile device from either the Apple App Store or the Google Play Store.
- Only use the TakuBCI App to carry out your banking.
- Don't do anything fraudulent or malicious to the TakuBCI App application or software (for example, don't copy, modify, adversely affect, reverse engineer, hack into or insert malicious codes into the TakuBCI App or software).
- Don't override the software lockdown on your mobile device.
- Don't enable or allow jailbreaking (for iPhone) or rooting (for Android) on your mobile device.
- Avoid public Wi-Fi hotspots that are unsecured and don't require a password.

Data collection in the TakuBCI App

By using the TakuBCI App, you agree that we may collect and store your customer number, activity within the TakuBCI App, and information relating to your mobile device. This includes your TakuBCI App version, device type and model, operating system, IP address and security information related to your mobile device

We use your customer number to identify you so that we can communicate with you on a very limited basis. We use the information about your mobile device and activity within the TakuBCI App for security purposes, to monitor and manage compatibility issues or required upgrades, to track and monitor mobile device usage, for customer support and to further develop the TakuBCI App.

We can also use any personal information we collect through the TakuBCI App in accordance with the Electronic Banking Terms and Conditions.

You may be charged fees for using the TakuBCI App

You may incur charges from your mobile service provider for downloading, updating and using the TakuBCI App. Your mobile service provider may charge additional fees to access the Internet on your mobile device overseas. You're responsible for any fees your mobile service provider charges you. If you have any concerns about a fee you've been charged by your mobile service provider, you should speak with them directly.

4 Electronic payments and other features within the TakuBCI App

Enquiries

Account detail information fields that are blank indicate that the information is either Not Applicable (NA) or Not Available (N/A) for the Account shown.

The Balance amount may include Uncleared funds.

Electronic Banking transactions between your linked Accounts will be reflected in the balance of your Account immediately.

If you notice any error or discrepancy, please contact your BCI branch. You can also contact BCI via secure messaging on either the TakuBCI App or MYIB.

How you can use Secure Messaging

You can use secure messaging to make general or other account enquiries with us and/or request services from us, if this functionality is available in the TakuBCI App. When you make an enquiry and/or request a service you must make sure that all of the information in your secure message(s) is correct.

Transfers between own accounts/another BCI account

It is your responsibility to ensure that the details provided by you are correct or your transfer may be unsuccessful or may be paid to an unintended account or for an incorrect amount. BCI does not check that the details provided by you are correct.

When you select 'Daily' as the frequency for a recurring transfer, the funds will be transferred on each calendar day and not on each weekday or BCI Business Day: in other words, seven transactions per week, not five.

If there are insufficient available funds in your Account at the time of processing, this transaction may not proceed. Immediate Transfers between your Accounts will be reflected in the balance of your Account immediately. Other transaction requests will be reflected when the transaction is processed and subject to local cut off times of the jurisdiction where the "From Account" is held.

If you notice any error or discrepancy, please contact your BCI branch. You can also contact BCI via secure messaging.

Important: Where business account transactions are available on the TakuBCI App, and there are business account transactions awaiting authorization, the transactions will be automatically declined after 3 calendar days and the transaction removed from the queue.



Transfer to another local bank (non-BCI)

It is your responsibility to ensure that the details provided by you are correct otherwise your transfer may be unsuccessful or may be paid to an unintended account or for an incorrect amount. We do not check that the details provided by you are correct.

When you select 'Daily' as the frequency for a Recurring Transfer, the funds will be transferred on each calendar day and not on each weekday or BCI Business Day, in other words: seven transactions per week, not five.

Other Bank Transfers which are submitted before 3.00pm on an BCI Business Day will be processed by BCI on the same day. However, if they are submitted after 3.00pm or a non-BCI Business Day they will be processed by BCI on the next BCI Business Day.

The processing times may be subject to change without notice. Other transaction requests will be reflected when the transaction is processed and subject to local cut-off times of the jurisdiction where the "From Account" is held.

When the beneficiary's account will be credited will depend on the policy and systems of the beneficiary's bank.

Rates displayed are current as at the date shown and are subject to change by us without notice. These rates are indicative and intended only as a guide.

While every effort is made to ensure the information is accurate, you should confirm the latest rates with us prior to making decisions or initiating any transactions. For a rate request or to obtain current rate information please contact your BCI branch.

Important: Where business account transactions are available on the TakuBCI App, and there are business account transactions awaiting authorization, the transactions will be automatically declined after 3 calendar days and the transaction removed from the queue.

If there are insufficient funds in your Account at the time of processing, a Local Transfer Request may not proceed. Fees and charges may apply for transactions conducted through the TakuBCI App.

My profile information in the TakuBCI App

It is your responsibility to ensure the details you provide are correct. If you notice any error or discrepancy, please contact us.

5 Content of TakuBCI App

By using the TakuBCI App:

- you acknowledge that our electronic banking services contain proprietary content, information and material owned by BCI and its licensors, which is protected by applicable intellectual property and other laws; and
- you agree that you will not make any unauthorised use of any of our proprietary content, information or material provided or made available through our electronic banking services.
