

## **BAIDURI BUSINESS I-BANKING TERMS AND CONDITIONS**

### **A. GENERAL**

1. Baiduri Bank Berhad (“**the Bank**”) may at its sole and absolute discretion make available to the customer (“**the Customer**”) the use of the online Baiduri Business i-Banking Service (“**the i-Banking Service**”).
2. The Customer may apply to the Bank for the use of the **i-Banking Service**, but the **Bank** reserves the right at its sole discretion to reject or accept such applications and the **Bank** is not obliged to respond to any request for information from unsuccessful applicants or to assign any reason for such rejection.
3. Upon the acceptance of the **Customer’s** application, the **Bank** will link the **Customer’s** own account(s) as specified in the **Customer’s** application form and approved by the **Bank** to the **i-Banking Service**.

### **B. FEES, INTEREST AND OTHER AMOUNTS**

1. The **Bank** may charge such fees interest rates or other charges as determined by the **Bank** from time to time to the **Customer** for the provision of any service, facilities, software or equipment in connection with the **i-Banking Service**. The **Customer** shall pay to the **Bank** all fees, interest or charges and other amounts due to or incurred by the **Bank** in respect of Transaction (as defined below) free from deductions and exclusive of any tax from time to time in force, which will be the responsibility of the **Customer**. The **Customer** hereby authorises the **Bank** to debit any of the **Customer’s** accounts with any of the aforesaid fees, interest or charges.

### **C. TERMINATION**

1. Either party may terminate the **i-Banking Service** by giving a written notice to the other and upon giving of such notice, the **i-Banking Service** shall be terminated immediately. A written notice given pursuant to this Clause shall be deemed given on the day of delivery (if sent by hand or pre-paid registered post).
2. Upon such termination, the **Customer** shall return to the **Bank** all related user guide and other bank information supplied by the **Bank** to the **Customer**, within 5 business days of the termination of the **i-Banking Service**. The **Bank** may (as appropriate) take immediate possession of all relevant bank information supplied by the **Bank** and all copies thereof, provided that the **Bank** has first requested its return and has given 5 business days’ written notice of its intention to take such possession. “Business day” means a day other than Saturday, Sunday and public holidays.
3. In the event any of the account(s) of the **Customer** which is linked to the **i-Banking Service** is terminated/closed for any reason whatsoever, the **i-Banking Service** in relation to that account(s) shall be terminated concurrently, without any further notice to the Customer.
4. All provisions of these terms and conditions, which by their nature should survive, such as warranty, disclaimers, limitations of liability, confidentiality, and governing law will survive termination of this **i-Banking Service**.

### **D. TRANSACTIONS**

1. Transactions on the **Customer’s** accounts made through the **i-Banking Service** are subject to the Maximum Daily Default Limit (“MDDL”). The **Customer** may vary the MDDL as long as the limit set by the **Customer** does not exceed the Maximum Daily Transaction Limit (“MDTL”) set by the **Bank**. The limits for the MDDL and MDTL may be varied and determined by the **Bank** subject to such conditions as may be specified by the **Bank** from time to time at its absolute discretion. The Maximum Daily Default

Limit (“MDDL”) and the Maximum Daily Transaction Limit (“MDTL”) are apportioned to such service as follows:-

Service	Maximum Daily Default Limit (MDDL)	Maximum Daily Transaction Limit (MDTL)
Fund Transfer within Baiduri Bank Group, other local banks in Brunei and abroad via Telegraphic Transfer	BND500,000.00	BND1,000,000.00
Bill Payment, MCC Top-Up and Prepaid Top-Up	BND50,000.00	BND100,000.00
Standing Instruction	BND50,000.00	BND100,000.00

2. The **Customer** may use the **i-Banking Service** to access and utilise such facilities and services or to give, make or effect instructions, payments, remittances, funds transfers, requests or applications for services, products and facilities and such other transactions and services as may be permitted or made available by the **Bank** under the **i-Banking Service** from time to time at the **Bank’s** sole discretion (collectively “**the Transactions**” and singularly “**the Transaction**”; and the expression “Transactions” may refer to any one or more Transaction).
3. The **Bank** is not obliged nor liable to make such payments or transfers in respect of or in connection with any Transactions performed or effected by the **Customer** if the **Customer** has not maintained sufficient funds in the **Customer’s** account(s) specified by the **Customer** at the time the Transaction is performed or effected. The **Customer** should ensure that there are sufficient funds in the specified **Customer’s** account(s) with the Bank, before completing or effecting such Transactions. Where there are insufficient funds in the **Customer’s** account(s), the **Bank** may, at the **Bank’s** sole and absolute discretion (but without any obligation to do so), permit the Transaction to be effected by allowing the Transaction to be debited from the **Customer’s** account(s) and the **Customer** shall pay all interest and charges arising therefrom.
4. In respect of any Transaction, the **Bank** is not under any obligation whatsoever to the **Customer** to verify or check the accuracy or correctness of the account numbers or the identity of the account holders of any account with any other bank or organizations (whether belonging to the **Customer** or otherwise). Where Transactions including payments and funds transfers are made to other banks and/or organizations, the **Bank** shall not be responsible for any loss, claim and/or damage caused to or suffered by the **Customer** or any other third party arising from non-acceptance or rejection by the receiving banks or organizations or any failure, delay or error by the receiving banks or billing organizations in crediting the account of the payee or beneficiary as specified by the **Customer**.
5. The Bank reserves the right at any time and from time to time to, without giving prior notice, (i) set, vary or cancel monetary limits as specified in clause D1 above; and/or (ii) amend, change and vary the terms and conditions for any Transaction that may be carried out through the use of the **i-Banking Service**.
6. Any Transaction instructed by the **Customer** to be made, performed, processed or effected by, with or through the use of the **i-Banking Service** prior to the relevant cut-off time as designated by the **Bank** from time to time at its sole discretion on any given day will in most cases be effected, entered, shown or recorded in the **Bank** on the same day. Transactions may take longer to be processed and effected if they are instructed after the cut-off time or instructed on a Saturday, Sunday, public holiday or a non-banking day or if the other receiving banks or billing organizations do not process the Transactions as soon as they receive the details of such Transactions.
7. The **Bank** reserves the right to decline, refuse or to delay the performance of any Transaction requested by the **Customer** through the **i-Banking Service** for any reason whatsoever (including but not limited to where there is a suspected breach of security, or if a requested Transaction exceeds the Customer’s Maximum Daily Default Limit) and the **Bank** is not liable to the **Customer** for such refusal or delay. The **Customer** is accountable and has full awareness of the risks involved and associated with the increase of his or her maximum daily limit.

8. Where in order to implement a Transaction or Transactions, the **Bank** is required to convert one currency to another currency, the conversion shall be effected by the **Bank** based on the applicable rate of exchange as quoted or available to the **Bank** at the date the conversion is effected. The **Bank** shall not be liable for any exchange rates losses suffered or incurred by the Customer as a result of such conversion.
9. Where the **Customer** applies for and is permitted, through the **Customer's** Authorised Person(s), to view accounts of other related companies, subsidiaries, firms or businesses of the **Customer** (collectively "**the Related Companies**") pursuant to the **i-Banking Service**, the **Customer** hereby agrees to indemnify and keep the **Bank** indemnified on a full indemnity basis against all claims, actions, losses, liabilities, damages, costs and expenses made against or suffered or incurred by the Bank as a result of or in connection with such access being given to the **Customer** (including but not limited to any claims made against the Bank by the Related Companies based on breach of the Bank's duty of confidentiality).
10. If the **Customer** is permitted by the Bank to use the **i-Banking Service** for Transactions regarding the **Customer's** accounts with Baiduri Finance Berhad ("**BFB Accounts**"), then such use is subject to the following terms:- (i) the **Customer** expressly agrees and consents to the disclosure of the details of the BFB Accounts to the **Bank** and to the **Bank** executing the Transactions for the BFB Accounts; (ii) the **Bank**, by allowing the use of the **i-Banking Service** for Transactions affecting or involving BFB Accounts and in executing the Transactions, is merely acting as an agent for the **Customer** upon the terms contained herein; (iii) the **Customer** hereby agrees to indemnify and keep the **Bank** indemnified on a full indemnity basis against all claims, actions, losses, liabilities, damages, costs and expenses made against or suffered or incurred by the **Bank** as a result of or in connection with the use of the **i-Banking Service** for Transactions affecting or involving BFB Accounts (including but not limited to any claims made against the **Bank** by Baiduri Finance Berhad).
11. The **Customer** agrees with the **Bank** that the **Customer** shall not refuse to be bound by, challenge, question or dispute the authenticity, validity or legality, of any request, application, Communication or Transaction made or effected or purported to be made or effected by the **Customer** or the Authorised Person(s) using the **i-Banking Service** on grounds that such request, application, Communication or Transaction does not have the handwritten signature of the **Customer** or the Authorised Person(s).

## E. SECURITY AND CONFIDENTIALITY

1. The **Bank** may rely on the authority of each person designated (in an authorisation letter or Director's Resolution acceptable to the **Bank**) ("**Authorised Person(s)**") by the **Customer** to effect Transactions or send requests and instructions etc. ("**the Communication**") on the **Customer's** behalf and to do any other act until the **Bank** has received written notice or other notice acceptable to the **Bank** to the contrary or of any change in the Authorised Person(s) and the **Bank** has had reasonable time to act on such change (after which time it may rely on the change).
2. The **Bank** shall be entitled to act on every Communication transmitted to the **Bank** via the **i-Banking Service** and the **Bank** shall not be obliged to verify the content of such Communication, to establish the identity of the person giving it or to await any written confirmation from the **Customer** following the transmission of the Communication. The **Bank** shall be entitled to assume that the person giving any Communication is the Authorised Person(s) as long as the correct User ID, Password, Token One Time PIN (OTP) and/or Token PIN are used. All Communications to the **Bank** effected through the **i-Banking Service** are irrevocable and binding on the **Customer** and the **Bank** shall not be liable whatsoever to the **Customer** for acting on and executing the Communication transmitted to the **Bank**.
3. The **Bank** is not obliged to act on a Communication which is not transmitted in accordance with established procedures. The **Bank** may act on an incomplete Communication where, in the **Bank's** reasonable opinion, it contains sufficient information. The **Bank** has no duty to check for and shall not be liable for, errors or omissions made by the **Customer** or the duplication of any Communication by the **Customer**.
4. The **Bank** may (but is not obliged to) refuse to execute any Communication where the **Bank** reasonably doubts its contents, authorization, authenticity, origination or its compliance with the procedures.

5. If the **Customer** informs the **Bank** that it wishes to recall, cancel or vary a Communication after it has been received by the Bank, the **Bank** may (but is not obliged to) use its reasonable efforts to assist the **Customer** to do so, and shall not be liable for any loss, cost or expense suffered by the **Customer** if the **Bank** does not or is unable to vary, cancel or recall that Communication. The **Customer** hereby agrees to indemnify the **Bank** on a full indemnity basis against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting the **Customer** to recall, cancel or varying a Communication.
6. The **Customer** is advised not to give instructions or directions to the **Bank** to perform a Transaction or otherwise or in respect of any matter concerning the **Customer's** accounts via e-mail. The **Bank** is under no obligation whatsoever to the **Customer** to act on any instructions or directions received via e-mail or to reply to any e-mail inquiries (whether digitally signed or not) from the **Customer**.
7. Once the **Customer's** application to use the **i-Banking Service** has been approved by the **Bank**, the **Bank** will issue the **Customer** with the Baiduri Business **i-Banking Service** User ID, Password and Token, including those for the Authorised Person(s). The **Customer** or its Authorised Person(s) is allowed access to the **i-Banking Service** and to perform any available Transaction once the User ID, Password and the Token One Time PIN (OTP) are correctly keyed in by the **Customer** or the Authorised Person(s) and the **Customer** or the Authorised Person(s) has agreed with the terms and conditions stated therein.
8. The **Bank** may at anytime in its sole and absolute discretion terminate, suspend or vary any service provided under the **i-Banking Service** or to invalidate or replace any of the User ID, Password and Token without assigning any reason and without prior notice to the **Customer** and shall not be liable or responsible for any liability, loss, costs or damage suffered by or caused by the **Customer** or arising out or concerned with or by reason of such termination, suspension, variation, or invalidation or replacement.
9. The User ID, Password and Token are non-transferable and shall only be used by the **Customer** of the **i-Banking Service** and the **Customer's** Authorised Person(s) to whom the User ID, Password and Token are issued at the request of the **Customer**.
10. The **Customer** shall exercise and cause its Authorised Person(s) to take care to prevent the disclosure or unauthorised use by third parties of the User ID, Password, Token and/or Token PIN. Any User ID, Password and/or Token PIN shall not be recorded anywhere, whether digitally or otherwise. The token shall be kept in a secure place under lock and key by the **Customer** or its Authorised Person(s) if not used.
11. The **Customer** shall exercise and cause its Authorised Person(s) to take care to prevent unauthorised hacking by using only original and licensed softwares, installing personal firewall and updating licensed anti-virus softwares on machines and personal computers that are used for accessing the Baiduri Business **i-Banking Service**.
12. The **Customer** or the Authorised Person(s) shall notify the **Bank** immediately if any of the User ID, Password, Token and/or Token PIN is disclosed to or used by (or is suspected to be disclosed to or used by) unauthorised third parties, or is lost or misplaced through theft or otherwise. Until such notification is actually communicated to the **Bank** (which notification is deemed communicated to the Bank upon the **Customer** submitting to the **Bank** and the **Bank** having received the duly completed form as specified by the **Bank** and signed by the authorised signatory of the **Customer**), the **Customer** and the Authorised Person(s) shall remain responsible for all Transactions conducted through the **i-Banking Service** by any unauthorised person or for any unauthorised purpose and the **Bank** is not responsible for such liability, loss, costs or damage suffered by the **Customer** or the Authorised Person(s).
13. The **Customer** must ensure that its Authorised Person(s) shall not leave the computer terminal unattended nor allow any third party to use the computer terminal once logged on to the **i-Banking Service**. If the Authorised Person(s) leaves the computer terminal, the **Customer** must ensure that the Authorised Person(s) log off the i-Banking Service first. The **Customer** shall ensure that the Authorised Person(s) has logged off from the **i-Banking Service** at the end of every session.

14. If the mandate of the Authorised Person to conduct transactions using the **i-Banking Service** has been cancelled or withdrawn by the **Customer**; the **Customer** shall immediately suspend the Authorised Person(s) use of the Business **i-Banking Service** and notify the **Bank** (which notification is deemed communicated to the **Bank** upon the Customer submitting to the **Bank** and the **Bank** having received the duly completed form as specified by the **Bank** duly signed by the authorised signatory of the **Customer**). The **Customer** shall be liable for all Transactions performed or effected through the **i-Banking Service** by the Authorised Person(s) prior to the suspension of such Authorised Person(s) by the Customer and receipt by the **Bank** of the notification of the cancellation of the Authorised Person's authority. The token remains the property of the **Bank** and the **Customer** shall return the token to the Bank upon suspension or cancellation of the Authorised Person(s) use of the Business **i-Banking Service**; failing which there is a charge for the token.
15. In the event that any of the **Customer's** User ID, Password, Token and/or Token PIN is exposed, stolen or lost due to any unauthorised or other hardware device(s) attached or loaded and/or software program(s) loaded or installed to/in the computer or device which is used to access the **i-Banking Service**, the **Bank** shall not be responsible or liable for any loss, liability, costs, damage, embarrassment thereby incurred or suffered (whether directly or indirectly) by the **Customer** or the Authorised Person(s) for any Transaction that was initiated before the loss or the compromise is actually communicated to and received by the **Bank**. Reports of such loss or compromise to the **Bank** shall be deemed communicated to the **Bank** upon the **Customer** submitting to the **Bank** and the **Bank** having received the duly completed form as specified by the **Bank** and signed by the authorised signatory of the **Customer**.
16. The **Bank** is not responsible to prove that any unauthorised or other Transaction is due to the above security breach. The **Customer** and its Authorised Person(s) are solely responsible for the performance and protection of any internet browser used in connection with the **i-Banking Service** including adoption of security measures recommended from time to time by the providers of such browsers.
17. The **Bank** shall be entitled to assume that all changes made or purported to be made by the **Customer** or the Authorised Person(s) to the Password shall have been validly made by the **Customer** or the Authorised Person(s).

## F. LIABILITY AND INDEMNITY

1. The **Customer** shall notify and cause its Authorised Person(s) to notify the **Bank** immediately upon receipt of any data and information through the **i-Banking Service** that is not intended for the **Customer**. The **Customer** agrees that all such data or information shall be deleted from the **Customer's** computer system immediately and shall cause its Authorised Person(s) to do the same and such data or information shall not be used, copied or disclosed by the **Customer** and its Authorised Person(s).
2. The **Customer** shall notify the **Bank** immediately if the **Customer** or its Authorised Person(s) believes, suspects or knows of any unauthorised access to the **i-Banking Service** or any unauthorised Transaction or of a breach or potential breach of security to the **i-Banking Service** and the **Bank** shall not be responsible or liable for loss, liability, damage or embarrassment caused to the **Customer** arising from the above.
3. The token is the property of the Bank at all times. Upon termination of the use of the **i-Banking Service**, the **Customer** shall return and cause its Authorised Person(s) to return the token to the Bank immediately. The **Bank** may levy a charge as the **Bank** shall decide for the loss, damage or replacement of token.
4. The **Bank's** records and any records of the Transactions made or performed, processed or effected through the **i-Banking Service** by the **Customer** or the Authorised Person(s) or any person purporting to be the **Customer** or the Authorised Person(s) with or without the **Customer's** consent or any record of Transactions carried out by the **Bank** or any person authorised by the **Bank** relating to or connected with the **i-Banking Service** shall be binding and conclusive on the **Customer** for all purposes whatsoever and shall be conclusive evidence of the Transaction and the **Customer's** liability to the

Bank, and the **Customer** agrees not to dispute the validity, accuracy or authenticity of any such records and evidence.

5. The **Bank** shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the **Customer** or the Authorised Person(s) in relation to or in respect of any Transactions effected by the **Customer** or the Authorised Person(s) or purported to be effected by the **Customer** or the Authorised Person(s) using the **i-Banking Service** howsoever caused, including but not limited to, the **Customer's** non-compliance with the **i-Banking Service** instructions, the **Bank's** inability to execute the Transaction or provide the services as a result of malfunction, partial or total failure of any software programs, data processing systems, security systems, computer tele-transmission or telecommunications systems of the **Bank**, any bank financial institution or any person or organisation involved in the above-mentioned system or other circumstances beyond the **Bank's** control, including but not limited to disruption of business or operations, Acts of God, war, warlike hostilities, riots, blockades, electrical power failure, internet failure, spamming, virus attacks, hacking, strikes and embargoes and the **Customer's** or the Authorised Person's inaccurate keying in of instruction.
6. The **Customer** undertakes to indemnify the **Bank** from and against and in respect of all liabilities, losses, damages, charges and expenses (including legal fee and costs on a full indemnity basis), claims, demands, actions and proceedings which the **Bank** may incur or sustain directly or indirectly from or by reason of or in relation to the use, misuse or purported use or misuse of the **i-Banking Service** due to any reason whatsoever, including but not limited to failure of software or failure of security or failure of computer peripheries as provided by any third party, which occurred to the computer terminal where the **i-Banking Service** is accessed from and shall pay such monies to the **Bank** immediately on demand.
7. The **Customer** acknowledges and agrees that the **Bank** has the sole and exclusive ownership and rights including all intellectual property rights in and to the **Bank's i-Banking Service**, including, without limitation to the **Bank's** website, the **i-Banking Service** website and all contents and any updates thereof.
8. The **Bank** shall be under no liability for any damage, loss or expense, suffered or incurred by the **Customer** due to any unsuccessful Transaction using the **i-Banking Service** for any reason whatsoever. For the avoidance of doubt, the **Bank** shall not be liable to compensate the **Customer** for any loss of interest due to the unsuccessful Transaction using the **i-Banking Service**.
9. The **Customer** shall not post or transfer and shall cause its Authorised Person(s) not to post or transfer to the **Bank's** **i-Banking** website (nor include in any message) any material which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of the **Bank's** or any other parties' computer system. The **Customer** shall indemnify the **Bank** in respect of any liabilities, losses, damages, expenses, or other costs whatsoever incurred as a result of a breach of the **Customer's** obligations under this clause, including but not limited to, any claims made against the **Bank** by any third party.
10. Except for claims for personal injury caused by the use of the **i-Banking Service**, the **Bank** shall not be liable to customer or any other person or entity for indirect, special, incidental, consequential, punitive, or exemplary damages or loss of profits arising out of or in connection with the use of the **i-Banking Service** or any acts or omissions associated therewith or relating to any Transaction, whether such claim is based on breach of warranty, contract, tort or other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails. If and to the extent that the **Bank** is liable for any particular Transaction, in no event shall the **Bank's** liability for a particular Transaction exceed the value of that Transaction.

## G. RESPONSIBILITY

1. The **Bank** does not guarantee access to any communications, processing or transaction system including that provided by the **Bank** under the **i-Banking Service** and accepts no liability to the **Customer** for any period when any such communication system is unavailable or disrupted or for any related delays or disruption. The **Customer** is solely responsible for all consequences arising from or in connection with the use of the **i-Banking Service** and the reliance on any information or report contained herein.

2. The **Bank** reserves the right, without prior notice to the Customer, to change, revise or modify the terms and conditions herein, the services provided and/or any fees to be imposed, at any time and from time to time hereafter, and the **Customer** shall be bound by all changes made. The **Customer** agrees that the use of the **i-Banking Service** is also subject to the **Bank's** standard terms and conditions governing accounts opened with the **Bank** and where applicable, the **Bank's** terms and conditions then applicable in respect of any credit or other facilities or services applied for by the **Customer**, which terms and conditions shall prevail in the event of any discrepancy between such terms and conditions and the terms contained herein.

## H. MISCELLANEOUS

1. The terms herein shall be governed by and construed in accordance with and subject to the applicable laws of Brunei Darussalam in effect for the time being and the **Customer** hereby submits to the non-exclusive jurisdiction of Brunei Darussalam courts.
2. If any of the provisions here or any part thereof becomes invalid, illegal or unenforceable in any respect under any law, then the invalid, illegal or unenforceable part of the provision or the invalid, illegal or unenforceable provision shall be severed from the rest of these terms and the validity, legality and enforceability of the remaining provisions or such parts thereof shall not in any way be affected or impaired.

## DISCLAIMER

### A. COPYRIGHT AND TRADEMARK NOTICES

All the trade marks, service marks and logos displayed on this **i-Banking Service** website may not be reproduced, transmitted, published, performed, broadcast, stored, adapted, distributed, displayed, licensed, altered, hyperlinked or otherwise used in whole or in part in any manner without the prior written consent of the **Bank**. Save and except with the **Bank's** prior written consent, no such trade mark, service mark or logo may be used as a hyperlink or to mark any hyperlink to any Baiduri Bank's website or any other website.

### B. DISCLAIMER

The **Bank** makes no representation or warranty of any kind, express or implied regarding this website or the services provided under the Baiduri **i-Banking Service**. The information and materials appearing on this website are provided for general information only. The terms, conditions and descriptions are subject to change. Products and services offered may be withdrawn or amended at any time without notice.

The **Bank** accepts no liability and will not be liable for any loss or damage arising directly or indirectly from your use of or your reliance on the information and materials contained in this website.

### C. HYPERLINKS

For your convenience, the **Bank** may include hyperlinks to websites on the Internet that are owned or operated by third parties. Such linked websites are not under the control of the **Bank** and the **Bank** does not accept any responsibility for the contents of or the consequences of accessing any linked website or any link contained in a linked website. The hyperlinks provided in this website shall not be considered or construed as an endorsement or verification of such linked websites or the contents therein by the **Bank** or recommendation of any products or services offered at those websites.

You agree that your access to and/or use of such linked websites is entirely at your own risk and subject to the terms and conditions of access and/or use contained in those websites.

#### **D. E-MAIL**

E-mail messages sent to the **Bank** over the Internet cannot be guaranteed to be completely secure. The **Bank** will not be responsible for any loss or damages incurred or suffered arising from e-mail messages sent by you to the **Bank** or sent by the **Bank** to you at your request. The **Bank** is not responsible in any manner for direct, indirect, special or consequential damages arising out of the use of this website.

#### **E. TRANSMISSION OVER THE INTERNET**

Under no circumstances shall the **Bank** be liable regardless of the form of action of any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with your accessing this website and/or using the online services even if the **Bank** had been advised as to the possibility.