



BRED SOLOMON

BRED ONLINE TERMS AND CONDITIONS

1 May 2017

Street Address:

BRED SOLOMON, Kukum Highway Plaza,
Honiara, Solomon Islands

Postal Address:

PO Box 1639, Honiara, Solomon Islands

Banking Hours:

9:00am – 4:00pm Monday to Friday
(excluding Public Holidays)

Office Hours:

8:00am – 5:00pm Monday to Friday
(excluding Public Holidays)

Contact Details:

General Enquiries: +677 27777

Email: contact@bred.sb

SWIFT Code: BREDSBSB

1. INTRODUCTION

This publication gives you information about BRED SOLOMON'S internet service, "BRED Online" and contains general terms and conditions which apply to any use by you or your authorised agents of BRED's Online service.

They operate in conjunction with the terms and conditions applicable to the account(s) which you have nominated to be accessed by using BRED Online. Unless otherwise specifically stated to the contrary, to the extent that there is any inconsistency between these BRED Online Terms and Conditions and the separate terms and conditions for an account, these BRED Online Terms and Conditions will apply.

If you have not previously agreed in writing to accept these BRED Online Terms and Conditions, the first use of BRED Online on or after the date of their publication will constitute your and your authorised agent's acceptance of these BRED Online Terms and Conditions.

A. WHAT IS BRED ONLINE?

BRED Online is a quick, cost efficient, simple way to do your banking which allows you to:

- access your accounts 24 hours a day, 7 days a week, so that you can do your banking at a time and place that suits you; and
- check account balances and transaction history and;
- download transaction history and;
- transfer funds between any of your accounts at BRED nominated for BRED Online. These include transaction and savings accounts, credit card accounts, home loans, investment property loans and personal loans; and
- transfer funds to other peoples' accounts at BRED; and
- pay your bills for selected billers; and
- set up scheduled and recurring payments – one-off or recurring bill payments and funds transfers can be created to occur on a future date (s); and
- make international money transfers to people overseas (minimum transaction amounts apply); and
- make transfers and payments from foreign currency accounts to SBD accounts and vice versa
- order statements (current and past) or cheque books; and
- send messages to the BRED Online Support Team.
- change your password online; and
- give access to your accounts to third parties and control the type of access given to them.

In this publication, BRED has described terms and conditions for some BRED Online functionality which may not yet be available but is expected to be in the future. Please ensure that you ask BRED for the latest update on what the functionality is available.

B. IMPORTANT THINGS YOU SHOULD KNOW

Please read carefully and understand these Terms and Conditions before you use BRED Online. In particular, ensure you understand the risks of using BRED Online and what you and BRED may be liable for in different circumstances. If you do not understand, or are unsure about any aspect of the Terms and Conditions, please do not hesitate to ask BRED to clarify the matter for you. If you decide to use the BRED Online service, you should keep this Terms and Conditions Booklet for future reference.

Please safeguard any secret information, equipment and software (including any BRED Login ID, password or security device) required for your operation of BRED Online.

These Terms And Conditions apply specifically for BRED Online. In addition to these BRED Online Terms and Conditions, other terms and conditions, including those described in the "Savings And Transactional Accounts Terms And Conditions" as well as those implied by law may apply. To the extent permitted by law, these Terms and Conditions shall prevail in the event of any inconsistency. Fees and Charges also apply as detailed in the Fees & Charges Schedule.

These Terms and Conditions may be amended from time to time by notice given by BRED.

C. HOW CAN I GET MORE INFORMATION

Visit www.BRED.sb, any branch or call +677 27777.

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3. MEANING OF WORDS

Account means an account which BRED and you have determined as accessible through the BRED Online service by a Login ID and Password and to which these Terms and Conditions apply.

Account holder means the person or persons in whose name the account has been opened and who is responsible for the account under the relevant account signature mandate. If there is more than one account holder, then "account holder" means all of them and each of them individually.

Advanced value access is access to BRED Online functionality which allows the account holder to enhance the security compared to Full Value Access by distinguishing 2 subtypes of access namely, **advanced value initiator access** ('initiator') and **advanced value approver access** (approver). An initiator enters transactions into BRED Online whilst an approver approves these transactions with BRED only processing transactions which have been approved by the approver(s).

Advanced value initiator access is access to BRED Online functionality given to an Authorised Agent which, in addition to non-value access, the agent to enter (or initiate) transactions.

Advanced value approver access is access to BRED Online functionality given to an Authorised Agent which, in addition to non-value access, allows the agent to approve the transactions (entered by the agent with advanced value initiator access) for processing by BRED.

Approval levels means any one of the possible four approval levels in BRED Online as part of **advanced value access**.

Authorised agent means the person or persons who are authorised to operate the account under the relevant account signature mandate. Three types of authorised agent are distinguished based on access rights to BRED Online functionality including **Non-Value Access, Full Value Access,**

Authorised user means a **person** who has been authorised to operate an **account** through the **service**.

Available balance means the amount of funds available in the account and does not include any uncleared deposits or value held against the balance.

Bank working day refers to any day on which Banks in Solomon Islands are able to effect settlement with each other in the Supervision of the Central Bank of Solomon Islands.

Biller refers to any third party to which you can make payments to through the BRED Online.

Billing account means the **account** selected by BRED or a **user** under these terms and conditions as the **account** to which:

- ◇ transfers of an amount made from a BRED account to another financial institution are returned if the transaction cannot be successfully completed for any reason; and
- ◇ fees relating to the service may be debited unless BRED decides otherwise in which case ' billing account' means the other account that BRED decides to debit.

This account may be known on the service as a ' billing account ', a 'nominated transaction account', or any other term nominated by BRED from time to time through the service or otherwise.

BRED means BRED SOLOMON and its successors and assigns.

BRED Card means any debit or credit cards issued by BRED.

BRED Online means a facility by which users are able to access software containing client data, access to the internet Banking scheme and to transact from a remote location, by way of the internet. This facility includes associated data, information and software owned by or licensed to BRED. This does not include electronic terminals.

BRED working day means any day from Monday to Friday on which BRED is open for business in at least one of its branch locations in Solomon Islands.

Company/ business means companies, businesses, partnerships, associations, or trustees acting for a trust.

Electronic terminal means any terminal or device in which a BRED Card and PIN issued by BRED to you can be used and authorised by BRED for such use. This includes:

- any of BRED's branch teller terminals;
- any of BRED's automatic teller machines;
- automatic teller machines (ATMs) of other selected banks and financial institutions;
- point of Sale (POS) terminals;
- electronic Funds Transfer at Point of Sale (EFTPOS) terminals;
- any other authorised terminal or device connected to BRED's electronic banking system from time to time.

Force majeure means any act of god; war, riot, sabotage, revolution, or any other unlawful act against public order or authority; an industrial or labour dispute; a governmental restraint; civil unrest; power shortages or power failure; sudden and unexpected system failure; or any other event or cause which is not within the reasonable control of BRED or you.

Full Value Access is access to BRED Online functionality given to an Authorised Agent which, in addition to **non-value access**, allows the agent to perform transactions online including transferring funds to/from linked accounts and making payments to third parties.

Law means any law, legislation, regulation, order or notice of any court or government body, or prudential requirement in force in Solomon Islands.

Login ID means your unique identification issued by BRED which is required to access the BRED Online Service.

Non-value Access is access to BRED Online functionality given to an Authorised Agent which allows the agent to perform account enquiries, view transaction history, order cheque books and statements for accounts that can be viewed. This access does not have the ability to initiate or approve any transactions using BRED Online.

Payment refers to a payment which you make or propose to make through BRED Online to a biller or third party.

Password is unique secret code issued by BRED to authorised users which in combination with the Login ID allows access to the BRED Online service.

Person means any party including but not limited to individuals, companies, businesses, partnerships, associations, or trustees acting for a trust.

Periodical payment Periodical Payments are recurring payments or transfers made from your BRED account to another account and can also be known as a standing instruction.

Unauthorised transactions means any transaction from or to your account conducted using BRED Online that is not authorised by you. It does not include any transactions carried out by you or by someone else with your knowledge and consent.

Writing means a physical document, and where it conveys an authority must be signed by you or your legally authorised representative.

You or your means as the context requires, the account holder or authorised operator and where applicable also means the account holder or authorised operator who has been issued with a BRED Card by BRED at the account holder's request, to operate an account.

4. AUTHORISED AGENTS

A third party can be nominated to be an authorised agent in respect of an account by all signatories to an account. This is typically used for companies and businesses rather than individuals.

If a person is nominated as an authorised agent, that person may be given "non-Value", "value" or "advanced value (initiator or approver)" access.

For advanced value (initiator or approver) access you may nominate up to 4 different people to initiate or approve a transaction in BRED Online. Furthermore, you may request up to 4 different approver levels (each level may also have up to four different approvers). Only one of the four nominated initiators is needed to initiate a transaction and only one of the four approvers in each approval level needs to approve a transaction for that given approval level. This means a transaction may be approved by up to different 4 approvers (one from each approval level). Approval by approval levels is not required to be consecutive and may be performed in any order. For example, an approver from approval level 4 may approve a transaction before an approver from approval levels 1, 2 or 3. BRED however will not process a transaction unless all required levels have approved.

You acknowledge that:

- each authorised agent nominated by you to have non-value access can use BRED Online to access information about your account(s). Authorised agents with non-value access cannot use BRED Online to perform transactions on your account(s);
- each authorised agent nominated by you to have full value access can use BRED Online fully and, by using BRED Online, can access, operate and transact on your account(s) in the same way that you can;
- each authorised agent nominated by you to have advanced value initiator access, in addition to non-value access, can initiate transactions on your account(s);
- each authorised agent nominated by you to have advanced value approver access, in addition to non-value access, can approve transactions on your account(s) initiated by your agents with advanced value initiator access;
- all authorised agents can use BRED Online to change their own profile and change their own password; and
- all authorised agents, cannot alter, add to or delete the account numbers or authorised agent registration number.

You are responsible for any use of BRED Online by an authorised agent within the access level you have nominated for them as if that use were by you.

You are also responsible for ensuring that each authorised agent complies with all obligations and responsibilities imposed on you under these BRED Online Terms and Conditions.

You may request that BRED cancel, or change the level of access of, an authorised agent at any time by giving a written confirmation of this request or completing the relevant BRED Online form for cancellation.

5. ACCESS TO BRED ONLINE

You or an authorised agent can access BRED Online using the LOGIN ID and password provided to you by the Bank. This will allow access to and transactions on all account(s) you have nominated to be accessed by BRED Online.

When you, or an authorised agent first use BRED Online, you will each be required to change the BRED issued password and select a new password as per password requirements.

BRED will advise the account holder how and when the LOGIN ID and password will be issued.

6. PROCESSING OF PAYMENTS

Generally, a payment will be treated as received by the biller to whom it is directed not before three BRED working days have elapsed from the day the payment instruction was made via BRED Online.

You are responsible for ensuring that you and/or your authorised agent authorise a payment taking into account the billers due date for payment.

Notwithstanding this, a delay might occur in the processing of a payment where:

- there is a public or bank holiday on the day after BRED is told to make a payment; or
- a biller, or another financial institution participating in BRED Online payments, does not comply with its obligations under BRED Online service .

BRED will not be obliged to effect a payment instruction if it is not made in accordance with these BRED Online Terms and Conditions or if BRED considers that the information given is incomplete and/or inaccurate.

You acknowledge that BRED is entitled to rely on the information given to it as being accurate.

If a biller advises BRED that it cannot process your payment, BRED will:	advise you of this; and
	credit your account with the amount of that payment; and
	tell you how BRED can assist you, if possible, in making the payment as soon as possible, and will take your instructions accordingly.

BRED's acceptance of your instructions to pay a biller does not generally protect you against the possibility of fraud by that biller or some other party involved in the BRED Online service.

Although BRED will provide you with reasonable assistance to help you pursue a refund, you could ultimately bear the loss. It is your responsibility to exercise care about the biller dealt with, the security of your Login ID, and password, and the accuracy of instructions given to BRED.

7. PASSWORDS

The **security of your password** is very important. If you fail to observe the following security requirements you may increase the account holder's liability for any unauthorised use of BRED Online.

You and your authorised agent(s) must ALWAYS :	Memorise a password as soon as possible or disguise any password that is recorded so that others will not be able to decipher it; and
	Destroy password notifications as soon as possible after receiving them; and
	Take precautions when using BREDOnline eg. be ready to make the transaction when you approach the electronic equipment and never let anyone watch you enter your password. Check the location of mirrors, security cameras or any other means of observing the password and then shield it from anyone.

You and your authorised agent(s) must NEVER :	Tell or let anyone find out your password – not even family or friends;
	Choose a password which has an easily retrieved combination eg repeated numbers;
	Choose a password that is easily identified to you, eg your birth date, middle name, family member's name, driver's licence number, box number or telephone number;

	Record your password in any way which would allow anyone else to identify the record as your password; or
	Permit any other person to use your password.

It is **very important to note** that you must immediately change your password using the password change menu option available in BRED Online when you:

- become aware that your password has or may have become known to someone else other than an authorised agent;
- suspect that another person knows or has used your password; and
- become aware that your password record has or may have been lost or stolen.

For a **forgotten** password, you should call the BRED and ask to speak with a Electronic Banking representative, who will generate a new password. You will be required to change this BRED issued password and apply password requirements as defined on BRED Online from time to time.

BRED may **cancel** your password at anytime without notice to you if BRED believes that the password is being misused or has been used to perform an unauthorised transaction.

8. BRED ONLINE SECURITY

BRED will use such measures as it considers reasonable to help ensure the security of BRED Online. In respect of BRED Online, BRED employs a range of security measures, including firewalls and data encryption to help provide a secure channel for your internet transactions. Unfortunately, BRED cannot guarantee that any data transmission over the internet is totally secure.

By applying for BRED Online, you consent to use of the data provided to BRED for the purpose of providing the BRED Online services and you acknowledge that the data provided may be encrypted, transmitted and stored by BRED, and that, except as otherwise provided by Solomon Islands law, BRED shall have no liability in respect of such data.

You are solely responsible for your own computer anti-virus measures, and those of an authorised agent, to help prevent unauthorised access via BRED Online to your transactions and account(s). You are responsible, at your own cost, for ensuring that all necessary connections, such as computer equipment and software, a secure telephone line, electricity and a secure internet service provider, are available to enable you to access BRED Online.

You acknowledge that any person who supplies BRED with your Login ID and your password will be allowed to access BRED Online and each account and perform transactions.

9. BRED ONLINE ACCESS

BRED agrees to make available to you access to BRED Online in accordance with, and subject to these BRED Online Terms and Conditions.

BRED may, at any time and without notice to you, add or remove or make changes to any BRED Online service.

BRED does not represent or guarantee that access to BRED Online will be uninterrupted. You acknowledge that BRED Online may be affected by outages, faults or delays. Such outages, faults or delays may be caused by factors including, but not limited to, technical difficulties with the performance or operation of BRED's or another person's software, equipment or systems, traffic or technical difficulties with the internet, or infrastructure failures such as damaged phone lines or interference with digital signals.

You agree that access will not be given to BRED Online:	Unless a valid Login ID and a valid password is entered as and when prompted by BRED Online; or
	If your registration has been suspended or cancelled.

10. INSTRUCTIONS TO THE BANK

If you are an account holder on a single authority account or are an authorised agent with value access, you may give to BRED instructions to transfer funds and make payments through BRED Online. This also applies to authorised agents with advanced value access who collectively have the appropriate authorization.

In respect of BRED Online, an instruction given by you cannot be cancelled, altered or changed by you.

11. TRANSACTION PROCESSING

Generally, a value transaction made via BRED Online will be issued with a receipt number to you or the authorised agent upon receipt of an instruction for a funds transfer or a payment transaction. It is your responsibility to carefully retain this number along with other details for any future reference.

An instruction will not be acted upon by BRED when instructions require the transfer of funds from an account and there are insufficient available funds in the account.

When BRED has instructions for more than one transfer from your account(s), it will determine the order of priority in which transfers are made.

BRED may delay acting upon an instruction or may ask you or an authorised agent for further information before acting on the instruction.

Where a transfer or payment is made from an account, the respective account balances may be updated the same day or on the next BRED working day. Where balances may be updated the next BRED working day, the respective value transacted may be temporarily held against the account balance on the same day.

12. LIMITS AND AVAILABLE FUNDS

BRED may change or impose limits on the amount of funds that will be made available through BRED Online over any specified period of time for transactions.

You must not make any transfer of payment from any account that exceeds the available balance of that account plus any pre-arranged credit. Refer to the Terms and Conditions Any overdrawn amounts are subject to BRED's Savings and Transactional Accounts Terms and Conditions.

The account balance information accessed through BRED Online should reflect the balance of the account at the time your request is made, excluding any credit card or EFTPOS transactions not yet processed and any cheques or other deposits paid into the account but not cleared.

There may also be circumstances, for example, systems failure and technical difficulties, which mean that account balance information is not reported on a real time basis.

13. FEES AND CHARGES

If you use BRED Online to effect a transaction, you may incur a fee on the account(s) being accessed. BRED reserves the right to impose fees and charges in relation to the use of BRED Online. Please refer to the BRED Fees and Charges Schedule, as amended from time to time.

You agree:

- to pay the fees and charges; and
- that BRED may debit these fees and charges directly from your account(s); and
- that BRED may vary or introduce new fees and charges.

BRED may waive fees under certain conditions. If BRED fails to collect or waives a fee to which it is entitled for any reason whatsoever, BRED has not waived its right to collect the fee for future transactions of the same nature.

All government charges, duties, taxes, levies or obligations whatsoever, or falling due in connection with the operation of your account, are debited from your account and shown on your account statement.

14. YOUR LIABILITIES

This **section** specifies how, when and the extent to which you, the account holder or an authorised agent will be responsible for the access and use of BRED Online.

You are **responsible** for the use of BRED Online either by you, your authorised agent or by anyone else with your knowledge or consent.

The extent of your liability will depend on whether you or an authorised agent has been responsible in any way for the unauthorised access to and/or use of BRED Online.

You must tell BRED immediately if you become aware of:	a payment which has been made from your account which was not authorised by you or an authorised agent;
	the possibility that you have been fraudulently induced to make a payment; or
	any delay or mistake in the processing of your payment.

However, BRED will not be held responsible for any delay on the part of the biller in crediting your account with them provided that payment has been effected by BRED on time.

If a payment is made to a biller for an amount, which is not in accordance with your instructions and your account is debited by that amount, then BRED will reimburse you the excess amount debited to your account. It is the customer responsibility to produce evidence that the transaction processed is not in accordance with his instructions. However, BRED will not reimburse the amount of that payment if the payment was made as a result of a payment direction which did not comply with BRED's prescribed security procedures (eg regarding keeping your password secure).

When you give a payment instruction using BRED Online, it is processed by BRED within three banking working days. You are responsible for ensuring that you and/or your authorised agent authorise payment of the correct amount to the correct biller. Once payment instructions are made they cannot be cancelled.

If you later discover that:

- the amount BRED was told to pay was greater than the amount needed to be paid, you must contact the biller to obtain a refund of the excess;
- the amount BRED was told to pay was less than the amount you needed to pay, you can make another payment for the shortfall.

If BRED was told to pay an amount to the wrong biller or another genuine mistake was made, please tell BRED immediately and, for a period of 20 banking business days, BRED will endeavour to recover the amount from the wrong biller.

You are still responsible for paying the correct biller. If BRED is able to recover the amount you will receive a credit for the amount recovered from the wrong biller. If BRED is not able to recover the amount paid to the wrong biller, you will not receive any credit.

You will not be liable for any losses:	<p>Resulting from the unauthorised use of a password which took place:</p> <ul style="list-style-type: none"> • before you received your password (as the case may be); or • after you have changed your password (as the case may be) in accordance with these BRED Online Terms and Conditions but only for so long as you comply with
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	these BRED Online Terms and Conditions in respect of the changed password (as the case may be);
	where it is clear you have not contributed to such losses;
	that are caused by fraudulent or negligent conduct by any employee or agent of BRED;
	resulting from the same transaction being incorrectly debited more than once to the same account;
	resulting from any conduct expressly authorised by us (provided any conditions imposed have been met);
	occurred because any component of an access method was forged, faulty, expired or cancelled;

Except as set out below:

<p>you are liable for any loss of funds or any interception of information through any unauthorised access to your account(s) if you or an authorised agent contributed to the unauthorised access by:</p>	disclosing, directly or indirectly, your password to anyone, including a family member or friend;
	enabling a password to be identified by another person because either a record was kept without a reasonable attempt being made to disguise it or you selected a password which is easily identifiable;
	in the case of BRED Online, failing to log off the service and/or close the browser window (if necessary), and this enabled a third party to access your account(s) or any information about you;
	failing to change, or delaying changing, your password once you become aware that it or they were known or used by another person.

Your will **not be liable** for losses arising under this condition to the extent that the losses:

- are incurred on any one day which exceeds any daily transaction limit on your account; and
- exceed the balance of the relevant account(s), including any pre-arranged credit.

You will be liable for, and you indemnify BRED, on demand, against any loss, liability or damage which BRED has suffered or may suffer because you or an authorised agent did not observe obligations under these BRED Online Terms and Conditions or acted negligently or fraudulently when using, or otherwise in respect of, BRED Online.

15. BRED'S LIABILITIES

<p>To the extent permitted by law, BRED will not be responsible for any loss or damage (including consequential loss, loss of profits or damage) suffered by you in relation to the use of, or the inability to use, BRED Online, including, but not limited to:</p>	in the case of BRED Online, the failure of BRED Online caused by the hardware or software used by you to access BRED Online or by a third party (such as your internet service provider);
	BRED not acting in accordance with any payment instruction where incomplete instructions are given, there are insufficient available funds in the relevant account(s) and/or BRED Online has been suspended or terminated;
	any reliance by you on information obtained through use of BRED Online;

	any delays or errors by third parties, including other financial institutions and billers;
	the failure by a third party, including other financial institutions and billers, to accept, or acknowledge receipt of, funds which you or an authorised agent have instructed BRED to pay to or via that third party;
	delays in advising you, and crediting your account(s) if a transfer or payment instruction is not successfully processed by a payee's financial institution; or
	any delay or failure by BRED to perform its obligations pursuant to these BRED Online Terms and Conditions if such delay is due to a force majeure.

This section does not apply to any loss or damage which is attributable to:

- the gross negligence or willful default of BRED;
- a breach of a condition or warranty implied by law in contracts for the supply of goods and services which may not be excluded, restricted or modified or only to a limited extent; or
- any disruption to BRED Online directly caused by an act or omission of BRED.

When planning transactions to be processed by BRED Online, please allow sufficient time. You should bear in mind that occasionally a banking service might be disrupted. A 'disruption' is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner.

BRED will rectify any incorrect entry which is made in your account as a result of a disruption and will adjust any fees or charges which have been applied as a result of that incorrect entry.

16. TERMINATION

You may **cancel** the use of BRED Online at any time by giving a written notice to BRED or completing the relevant form for cancellation.

You may request BRED to cancel the authority of an authorised agent to access your account(s) using BRED Online at any time giving a written confirmation of this request or completing the relevant form for cancellation.

BRED may **terminate** your access to BRED Online at any time by notifying you in writing. BRED may also withdraw or deny access to BRED Online or any part of it without prior notice to you for reasons of security or quality of the BRED Online service. BRED may also at any time suspend your right to participate in the BillPay Scheme via BRED Online. BRED will not do this without good reason which could include:

- BRED suspecting you or an authorised agent of being fraudulent;
- BRED suspecting that a third party has fraudulently used, or attempted to use, BRED Online with your password; or
- you or an authorised agent engaging in improper account conduct.

17. DISPUTE RESOLUTION

You should check your account records carefully and promptly. If you believe that an error has occurred in any transaction or there has been an unauthorised transaction, the account holder should contact BRED promptly on the telephone number listed at the front of this publication or by visiting any BRED branch.

To assist with BRED's investigations, you will	• your name, address, account and/or biller details;
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need to provide the following information:	• details of the transaction in question; and
	• the amount of the suspected error or disputed or unauthorised transaction.

BRED will contact you if any further information is needed.

If you inform BRED verbally, BRED may require the account holder to send the complaint or question in writing within (10)Ten business days and provide BRED with further details of the complaint. However, this request will not delay the commencement of BRED’s investigation provided you have been able to provide the information above.

If BRED is unable to resolve a dispute immediately to your satisfaction, BRED will provide the account holder with a written notice of the procedures for investigation and resolution of disputes.

Within (21)Twenty One BRED working days of receiving all relevant details of the complaint or question from you, BRED will notify the account holder in writing of either the outcome of the investigation and details of the reasons for BRED’s decision, or that more time is needed to complete the investigation. Unless there are exceptional circumstances, the investigation should not take more than 30 BRED working days from receipt of all the relevant details of your complaint.

If as a result of its investigation, BRED concludes that it has wrongly debited or credited an account, BRED will, after taking account of the allocation of liability as set out in these Terms and Conditions, promptly make an adjustment to the account (including appropriate adjustment to the account for interest and/or charges). BRED will provide you with written details of the correction.

Where, after completion of its investigation, BRED concludes that it has not wrongly debited or credited an account or, in the case of unauthorised transactions, that you have contributed to at least part of the loss occasioned by the unauthorised use, BRED will promptly advise you in writing. BRED will supply you with copies of any document or evidence on which the decision has been based, provided such items do not breach any confidence, any legal duty or obligation (or both) or compromise BRED’s security.

If you are dissatisfied with the outcome of BRED’s investigation, you may request a review of BRED’s decision by BRED senior management with appropriate powers to resolve the dispute.

If BRED fails to observe the allocation of liability and the complaint investigation and resolution procedures as set out in these Terms and Conditions, and such failure prejudices the outcome of the complaint or results in unreasonable delay in its resolution, then BRED will be liable for the full amount of the transaction which is the subject of the complaint.

18. CHANGES TO THESE TERMS AND CONDITIONS

BRED reserves the right to change these Terms and Conditions and any other information which it has issued about BRED’s products and services at any time.

BRED will provide notification to the account holder of a change to these Terms and Conditions and allow a period of notice of at least 30 days before the changes take effect, if the variation:	• imposes or increases liability relating solely to the use of your Password;
	• increases an account holder’s liability for losses relating to BRED Online transactions involving the use of your Password;
	• Adjusts or introduces new limits applying to the use of your Password; or
	• does not reduce the account holder’s liability.

BRED may advise you in advance of any other changes to these Terms and Conditions or if it ceases to be a member of any payment network.

Notification of all changes will be by placing:

- notice of the change, or the revised Terms and Conditions, via the internet and accessible at www.bred.sb; and/or
- notices on, or with a statement of account; and/or

- notices via mail delivered by post; and/or
- press advertisements.

You are taken to have received a written notice, in the due course of post, if it is mailed to the address last known by BRED, or, notice is provided on the BRED Online website.

If and when permitted by law and any relevant codes, written notice may be delivered by or to you by internet, email or other electronic messaging system and not on paper. It is therefore your responsibility to check BRED Online regularly.

19. INDEMNITY

You agree to indemnify BRED against any loss; expense or damage BRED may suffer due to any claim, demand or action of any kind brought against BRED arising directly or indirectly because you:

- did not observe your obligations under these Terms and Conditions; or
- acted negligently or fraudulently in connection with your account(s).

You also agree to indemnify BRED against any fees, charges or costs incurred by BRED in relation to your account(s).

20. NOTICES AND AGREEMENTS

Unless BRED agrees otherwise:

- all nominations made and notices given by you under or in relation to your account or these Terms and Conditions must be in writing and received by BRED to be valid; and
- any agreement between BRED and you under or in relation to these Terms and Conditions must be in writing to be valid.

21. CHANGES TO ADDRESSES AND NAMES

If you change your name or postal address, you must notify BRED in writing as soon as possible, complete the relevant BRED Online form for amendments, or ring BRED on the telephone number listed at the front of this publication or visit any BRED branch.

22. APPLICABLE LAW

The laws of Solomon Islands, excluding French law, apply to all the BRED products and services covered by these Terms and Conditions.



For more information, visit

www.bred.sb

or call the BRED Online Support Team
on +677 27777

8.00am – 5.00pm, Monday to Friday