

INTERNET BANKING FORM

Customer's full name:	
Entity / personal code:	

INTERNET BANKING AGREEMENT

- The set of the below documents all together form the Internet Banking Agreement entered into by the Bank and the Customer (hereinafter referred to as the "Internet Banking Agreement"):
 - this Internet Banking Form;
 - Account Opening Form (including all additional forms, amendments and documents signed by the Customer in the account opening process);
 - Login Credentials Agreement(s) (of the Customer and each of his Representatives);
 - General Terms and Conditions of the Bank.
- The Internet Banking Agreement governs provisions and usage of the Bank's services provided via designated electronic channel – internet banking system (hereinafter referred to as the "Internet Banking System" or "Internet Banking Service") accessible via the Bank's website www.pacificprivatebank.com (hereafter referred to as the "Website"), via designated mobile banking application (hereafter referred to as "Mobile application") or any other electronic means which may be introduced by the Bank in the future. The Internet Banking Service is available to Customers who have chosen internet banking as a mean of communication with the Bank and who have entered into this Internet Banking Agreement.

CUSTOMER'S REPRESENTATIVES

- The Customer hereby confirms that Authorized Signatories (hereinafter referred to as "Signatories") and Designated Persons (hereinafter referred to as "Viewers") indicated respectively in the Authorized Signatory Form and/or Authorized Viewers Form are entitled to exercise their respective powers in the Internet Banking System to the capacity as defined in the respective form or other document (Viewers and Signatories together hereafter referred to as "Representatives"). Authorized Signatory Forms and Authorized Viewer Forms signed by the Customer, as may be amended from time to time are deemed inseparable part of this Internet Banking Agreement.
- All the conditions indicated in the Internet Banking Agreement shall apply to the Customer and any of his Representatives who have been assigned rights to access the Account(s) on behalf of the Customer, if not specifically stipulated otherwise.

CUSTOMER IDENTIFICATION AND VALIDITY OF TRANSACTIONS

- The Customer identification means shall be used for (i) identifying the Customer or respective Representative in Internet Banking System and to (ii) authorize the Transactions by the Customer using the Internet Banking Service. The Customer and each Representative of the Customer shall receive their own Customer identification means.
- The procedure duly used for remote identification of the Customer and authorization of Transactions using the Customer identification means shall be irrefutable proof between the parties that the Customer has been duly identified and his authorization was duly given to approve any applicable Transaction, instruction or Notice as well as any other of his access rights to the Internet Banking Service.
- The Parties shall consider any Transaction confirmed using Customer identification means having the same legal power as if it was made in paper and has been signed by the autographic signature and seal (if applicable) of the Customer/Representative. Cryptographic signature generated by the Password generator as well as Quick Login pattern drawn by the Customer on his mobile device shall have the same value in evidence as the written signature of the Customer.
- For the use of certain limited Internet Banking Services on mobile device (such as balance review and other services as defined by the Bank) the Customer may choose to use Quick Login Authentication Method (hereinafter "Quick Login"). Willing to use Quick Login as his authentication method the Customer shall follow instructions provided by the Bank.
- By accepting to use the Quick Login Authentication Method on his mobile device and by drawing his own pattern needed to access the available Internet Banking Services via Quick Login, the Customer agrees that his mobile device and the pattern drawn by the Customer are considered being valid Customer identification means. The use of Quick Login has the same legal consequences as the use of other Customer identification means therefore all relevant terms and conditions of confidentiality, security etc. apply to the Customer using Quick Login (security of the Customer's pattern and access to mobile device etc.).

CUSTOMER'S OBLIGATIONS

- The Customer undertakes when using Internet Banking Services to comply with the terms set out in this Internet Banking Agreement, General Terms and Conditions, specific Transaction agreements and other applicable terms, including the terms relating to his Account(s), the Website, the Mobile application, Transactions, including obligation to pay all applicable fees, including fees for the issuance of Customer identification means or fees applicable to particular Transactions as defined by the Bank.
- The Customer undertakes to familiarize each of his Representatives appointed to use the Internet Banking Service with the terms of this Internet Banking Agreement and related documentation and request them to strictly comply with the obligations set to the Customer as well as other terms set out herein. The Customer shall at all times remain responsible for the actions or failure to act by his Representative(s).
- The Customer understands the importance of his role while ensuring the security of his sensitive data and Transactions performed in the Internet Banking System and undertakes to:

- 12.1. refrain from disclosing or making available Customer identification means to any third party, refrain from writing down or otherwise keeping the passwords together with the Password generator and/or Username or in any other way facilitate for other persons to get hold of them;
- 12.2. immediately inform the Bank and request a change of Customer identification means if there is a suspicion that a third party has discovered or otherwise got hold of them;
- 12.3. ensure compliance with Technical Requirements for Customer devices and arrangements (such as Customer’s computer, software, hardware, internet access etc.) as defined in the General Terms and Conditions;
- 12.4. bear full responsibility for direct or indirect damages that may arise as a result of a failure of the Customer to act in accordance with the conditions set out in Internet Banking Agreement or as otherwise directed by the Bank and which has caused a misuse of Customer identification means by any third party resulting from access or attempted access and/or abusive or unlawful use or use in violation of these provisions governing the Internet Banking Service;
- 12.5. keep all his personal and other information and contact details provided to the Bank updated all the time;
- 12.6. remain updated and comply with the security measures as may be defined and updated by the Bank from time to time and published on the Bank’s Website, as well as defined in the General Terms and Conditions, Login Credentials Agreement or other applicable documentation.

CUSTOMER ACKNOWLEDGEMENTS

- 13. The Customer acknowledges that the internet is not a secure medium for communication of sensitive information. Any information requested by and given to the Customer by the Bank via the Internet Banking Service will be transmitted to the Customer at his own risk. Moreover, the Customer is aware that there is a risk that, as a result of such communication, data pertaining to his Account may be intercepted by third parties, and accepts the responsibility in relation thereto as defined in General Terms and Conditions;
- 14. By signing below the Customer hereby also acknowledges and confirms that he:
 - 14.1. is duly authorized to sign this Internet Banking Agreement in the name and for the account of the Customer (applicable for Representative(s) only);
 - 14.2. agrees with the Bank’s entitlement to process his personal data and the data of Representatives and other related persons (as defined in the General Terms and Conditions) in accordance with this Internet Banking Agreement and provisions of General Terms and Conditions;
 - 14.3. has received his copy and has carefully read and understood this Internet Banking Agreement including the General Terms and Conditions of the Bank;
 - 14.4. understands and assumes the risk of unauthorized interception of the Password generator meant to himself in case the Customer has opted for his Password generator to be sent via post to his address instead of personal delivery to the Customer/Representative by the Bank’s employee.

TERMINATION AND CHANGES TO THE AGREEMENT

- 15. This Internet Banking Agreement may be terminated anytime by the written consent of both Parties.
- 16. The use of Internet Banking Service by the Customer or any of its Representative may be suspended in full or in part or this Internet Banking Agreement may be terminated unilaterally by the Bank at any time if the Bank reasonably considers or suspects that:
 - 16.1. the security of the Account(s) or the Internet Banking Service has been compromised;
 - 16.2. the Customer identification means or the Internet Banking Service has been or is being used illegally, negligently or fraudulently; or
 - 16.3. the Account(s) is/are being operated in breach of this Internet Banking Agreement, General Terms and Conditions or the terms and conditions applicable to the Customer’s individual Account(s) or particular Transaction; or
 - 16.4. if the Bank terminates the Account Agreement for the reasons indicated in the Account Agreement or General Terms and Conditions; or
 - 16.5. the Bank is required to do so by law or a court order;
 - 16.6. for other reasons considered important by the Bank and according to the conditions and procedure as defined in this Internet Banking Agreement and/or General Terms and Conditions (for the grounds applicable for termination of Account Agreement or any other Transaction agreement).
- 17. Any Party has the right to unilaterally terminate this Internet Banking Agreement giving prior written notice to the other Party in accordance with the procedure defined in General Terms and Conditions.
- 18. The Bank reserves the right to change, revise or modify the conditions set out in the General Terms and Conditions as well as the Internet Banking Services available via electronic channel and fees applicable to the Internet Banking Service at any time in accordance with the procedure established in the General Terms and Conditions, and the Customer agrees to be bound by all changes unless he duly uses his right to terminate this Internet Banking Agreement.

SIGNATURE OF THE CUSTOMER/CUSTOMER’S REPRESENTATIVE			
First name, last name:		Signature and Seal*:	
Position held*:			
Company name*			
Date:			
Location:			

*If applicable