

# PIB Online Banking Agreement

## (Terms and Conditions)

Palau Investment Bank

The use of Online Banking with Palau Investment Bank (Hereinafter referred to as “PIB” or the “Bank”) requires that you agree to the terms and conditions of our Service Agreement. The Agreement describes many of the features and services that Online Banking provides and how they work.

All updates to the service agreement, as well as all disclosures, notices and other communications regarding Online Banking will be provided to you online. You can get free paper copies of any of these documents by visiting to PIB at bank counter.

Please be assured that you will not receive any of the paper account statements and similar account material.

### I. General Description of Online Banking Agreement

#### A. What This Agreement Covers

This Agreement between you and PIB governs the use of Online Banking services. These services permit PIB customers to perform a number of banking functions on accounts linked to the service through the use of a personal computer.

#### B. Accepting the Agreement

When you use any of the Online Banking services described by the Agreement or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

#### C. Relation to Other Agreements

Your use of Online Banking services may also be affected by the agreements between us for your deposit and other linked accounts. When you link an account to Online Banking services you do not change the agreements you already have with us for that account. For example, when you use Online Banking services to transfer funds between accounts, you do so under the terms and conditions we gave you in the agreement and disclosure for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Online Banking services.

### II. Online Banking Services

#### A. Online Banking for Consumers and Businesses

You may use Online Banking to:

- Transfer funds between your linked PIB accounts, including as a payment to a linked installment loan or mortgage.
- Transfer funds from your linked PIB personal or sole proprietor deposit accounts to any of your other PIB personal or sole proprietor deposit accounts.
- View current balance information for your linked PIB savings, CD, mortgage, or loan accounts.
- Review available transactions for your linked PIB savings accounts.
- Perform self-service account maintenance, such as changing your Online ID and Online password.
- Send us secure online mail messages and questions regarding your Online Banking service.

Some of the above services may not be available for some accounts.

**B. Bill Payment Services**

PIB Online Banking Services does not have this feature in place at the moment. It might be available as a service in the future.

**III. Description of Online Banking Services**

**A. Transfers**

Processing Transfer Requests

Transfers can be made between your linked PIB savings accounts or as a payment from any of those accounts to a linked installment loan or mortgage.

The completion of a transfer is subject to the availability of sufficient funds at the time of final processing. If you do not have enough available funds, you may incur a non-sufficient funds (NSF) fee. Please refer to the applicable account agreement and fee schedule for details.

Transfers you submit from a savings account are immediately reflected in your balances for that account. Transfers entered before the cut-off time of 4:00 Palau Time on a bank business day are processed on the same bank business day. Transfers entered after the cut-off time or on a non-bank business day are processed on the next bank business day.

Cut-off Times for Crediting of Transfers

The crediting of funds depends on the type of account you are transferring to and the daily cut-off time. Online Banking transfers to deposit accounts are immediately reflected in the account balance online. In order for transferred funds to be available to pay items that are processed against your account overnight (i.e. checks or direct debits), they must be entered before the cut-off time of 4:00 pm Palau Time. To avoid possible NSF fees, please be sure to make your transfers before the cut-off time.

Scheduled recurring payments that fall on a weekend or a non-bank business day will be processed on the prior bank business day.

**B. Limitations and Dollar Amounts for Transfers and Payments**

You authorize PIB to withdraw, debit or charge the necessary funds from your designated PIB account on the date on which you schedule the payment to begin processing or submit a transfer request. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal. If you do not have a sufficient balance, we may refuse to complete the transaction. In either case, we reserve the right to impose NSF, over-limit or similar fees, and no further attempt will be made by the Bank to issue the payment or process the transfer request. If your payment exceeds any of the limits stated above, it will not be processed. The Bank is under no obligation to notify you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In all cases, you are responsible for making alternate payment arrangements or rescheduling the payment through the service.

**C. Canceling Payments and Transfers**

You cannot cancel your transfer after it has been entered in Online Banking and the information has been transmitted to us. In order to cancel future dated payments, you must sign into Online Banking and follow the directions provided on the Bill Pay screens. The cancel feature is found in the Payment History or Recurring Payments sections of Online Banking.

You may cancel or edit any scheduled payment (including any recurring payment) by following the directions within the Bill Pay screens. Payments can be canceled prior to 2:00 p.m. Palau Time on the

bank business day of the scheduled payment. If a payment's status is In Process or Processed, you can no longer cancel it. After you cancel a payment, the status changes to Canceled. Canceled payments remain in your payment history.

Note: The easiest and most convenient way to cancel a transaction is through the method described above. However, you may request to cancel a future-dated payment scheduled through Bill Pay service by calling us at 680-488-5888. You may also write to us at:

Palau Investment Bank  
P.O.Box 7077, Koror Palau 96940

We must receive your request three (3) bank business days or more before the transaction is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you call or write to cancel a payment that is Pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

#### D. Our Liability for Failure to Cancel or Stop the Payment

If you attempt to cancel a transfer or payment in accordance with the above instructions and we do not do so, we will be liable for your losses or damages.

#### E. Accounts Linked to Your Online Banking Services

When you first set up your Online ID, we will link all of your eligible accounts. If you want to limit the accounts linked or the activity level assigned to an account, please call us at 680-488-5888 and a representative will discuss the available options with you.

### IV. Service Charge

#### A. Monthly Service Charge

There is no monthly service charge for accessing your accounts or for paying bills with the Online Banking service.

If we ever change this policy, you will be notified and allowed to discontinue your service.

#### B. Transaction Charge

You will not pay any transaction charges or fees to view your account information or pay bills online. If we ever change this policy, you will be notified and allowed to discontinue your service.

#### C. Other Charges

You should note that depending on how you access Online Banking, you might incur charges for:

- Normal account fees and service charges.
- Any Internet service provider fees.
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through Online Banking services from a savings may result in an excess transaction fee.

Additionally, fees may be assessed for added self-service features available through Online Banking customer service, such as stop-payment requests, and account statement copy orders. Please consult your deposit account agreements to see if your accounts are subject to these fees.

NSF fees may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.

We may charge you a research fee of \$20.00 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

**D. Service Hours**

Online Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed online when you sign on to Online Banking.

**E. Business Days**

For Online Banking services, our business days are Monday through Friday, excluding bank holidays.

**F. Canceling Your Online Banking Services**

If you choose to cancel your Online Banking services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. PIB will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the service. If you close your primary checking account, or if it's no longer linked to your service, your Online Banking service will end, and any unprocessed payments will be canceled.

**G. Joint Accounts**

When your Online Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Online ID will be identified as one service.

**H. Changes to Agreement**

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you maintain your Online Banking services after the effective date of a change, you indicate your agreement to the change.

**I. Cancellation**

Your Online Banking services remain in effect until they are terminated by you or PIB. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Online Banking secure mail, or by calling Online Banking customer service at 680-488-5888. This cancellation applies to your Online Banking services, and does not terminate your PIB accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in Online Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

**J. Contact by PIB or Affiliated Parties**

No PIB or Payee employee, nor any company affiliated with PIB Online Banking, will contact you via email or phone requesting your Online ID or online password. If you are contacted by anyone requesting this information, please contact us immediately.

**K. Reporting Unauthorized Transactions**

Call us at 680-488-5888. Online Banking customer service is available from 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding bank holidays. You may also write us at:

Palau Investment Bank  
P.O.Box 7077, Koror Palau 96940

L. Initiating Payment Inquiries

To initiate a payment inquiry, you may use Online Banking services to send the request via secure online mail. Or you may contact Online Banking Customer Service by calling 680-488-5888 to speak to a customer service representative.

M. Disclosure of Account Information

We will disclose information to third parties about your account or your transactions:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment.
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- To comply with a government agency or court orders, or at the request of a financial regulator.
- If you give us your permission.
- At our discretion, to our affiliates.
- On a closed account, if we reasonably believe you have mishandled it.

N. Account Statements

We report your Online Banking transactions on the monthly statements for your account. A description of each transaction, including whom you paid, the date and the amount of the transaction will appear on your statement.

V. Additional Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts

A. In Case of Errors or Questions about Your Electronic Transactions

Send us a secure online mail message or call us at 680-488-5888 or write us at:

Palau Investment Bank  
P.O.Box 7077, Koror Palau 96940

AT ONCE if you think:

- Your statement or transaction record is wrong.
- You need more information about a transaction listed on your statement.
- An unauthorized person has discovered your Online Banking password.
- Someone has transferred or may transfer money from your account without your permission.
- Bill payment transactions have been made without your authorization.

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared.

If you tell us verbally, we may require you to send us your complaint or question in writing or via e-mail within ten (10) bank business days (Online Banking customers may use secure online mail). When you contact us, please provide the following information:

- Your name and account number.
- The date and dollar amount of the transaction in question.
- The name of the Payee if the transaction in question is a payment.
- The transaction number assigned by Online Banking, if available.

- A description of the transaction about which you are unsure.

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will determine whether an error occurred within 10 bank business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 bank business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive your letter in 10 bank business days, we reserve the right not to provisionally credit your account.

If we conclude there was no error, we will send you a written explanation within three (3) bank business days after we complete our investigation. You may request copies of the documents that we used in our investigation.

#### B. Limitation of Liability

Tell us at once if you believe your Online Banking password has been compromised, or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your Online Banking services could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period, if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your Online Banking ID and password, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every Online Banking session and close your browser to ensure confidentiality.

#### C. Our Liability for Failure to Complete Transactions

- If we do not complete a transaction to or from your account on time, or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:
- If, through no fault of ours, you don't have enough available funds in your account (or available credit under your overdraft protection plan), or credit to cover the transaction or transfer.
- If Online Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer.
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken.

- If there are postal delays or processing delays by the Payee.
- There may be other exceptions not specifically mentioned.

## VI. Electronic Disclosure and Consent

You agree that we may provide you with all disclosures, notices and other communications about Online Banking, including the Online Banking Agreement and any future amendments, in electronic form. We will provide all future notices by posting them on the Online Banking Sign-In Page for a period of at least 30 days. You may download or print the notices from your computer.

At your request, we will provide you with a paper copy of any of the above documents without any fee.

You have the right to withdraw this consent, but if you do, we will immediately terminate your participation in Online Banking and/or Business Online Banking. You may obtain copies of any documents we provided electronically or withdraw your consent by calling us at 680-488-5888.

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Amended on 31 Dec 2019