



WEBSITE TERMS AND CONDITIONS

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Terms and Conditions

1. General terms and conditions for all users

1.1 The website is owned by Bank South Pacific ("BSP"). It is operated by BSP and other companies in the BSP Group.

1.2 Your access to this website is subject to these terms and conditions, the BSP Privacy Statement, notices, disclaimers any other terms and conditions or other statements contained on this website, and, if you use any of the services identified on this website for which additional or alternative terms and conditions are referred to, those additional terms and conditions for those other services (referred to collectively as "Terms of Use"). By accessing, viewing or otherwise using this website, you agree to be subject to these Terms of Use.

1.3 BSP may, at its sole discretion, vary or modify these Terms of Use without notice. Any subsequent access to, or use by you of the website will constitute an acceptance of those modifications.

2. Linking to BSP's site

2.1 Your site must not contain any material that disparages BSP or its goods and services.

2.2 Your site must not contain the following:

- Illegal, sexually explicit, pornographic, or otherwise offensive or distasteful material
- Content promoting gaming, wagering or betting sites
- Instructions on the manufacture and/or use of illegal drugs, or other dangerous materials
- Material that promotes harassment, hatred or discrimination based on age, race, religion, gender, sexual preference or any other factor
- Defamatory, disparaging, abusive, threatening or offensive messages (whether aimed at BSP or a third party)
- False or misleading information about the products and services of BSP or a member of the BSP Group.

2.3 No alteration

2.3.1 You agree not to transfer, or attempt to transfer, any material, viruses or code to the BSP site that could cause damage or harm to the site or in any way impede the security of BSP's site. You may not attempt to alter the BSP site.

2.4 Additional terms

2.4.1 In addition to the other terms outlined in this agreement, any link from your site to BSP's site is subject to your site complying with the following conditions:

- You must comply with all relevant laws in any applicable jurisdiction
- Your site must not replicate the content of the BSP site
- You must not frame any part of BSP's site
- Your link must be made in good faith and must not be established in a way that blocks or prevents the display of any part of BSP's website
- You must not mistakenly imply that BSP, or any member of the BSP Group, endorses your product, service or organisation.

Your use of, and access to, BSP's website must be in accordance with these Terms and Conditions for BSP in the Pacific, and for BSP PNG the Terms and Conditions on the BSP PNG home page, as amended from time to time. To the extent of any inconsistency between those Terms and Conditions and the terms of this agreement, this agreement shall prevail.

2.5 Disclaimer

2.5.1 To the extent permitted by law, neither BSP, nor any other company in the BSP Group of companies (including all related bodies corporate), will be liable for any loss or damage from any cause (including negligence) to your site and system, or to

people linking to us from your site(s), caused by or in connection with your link to BSP's site. If you create a link to BSP's site, you remain fully responsible for any consequences of that link, whether direct or indirect and you will protect BSP against all loss, damage, liability, cost or expense arising from or in connection with the link.

2.6 Indemnity

2.6.1 You agree to indemnify BSP and keep it indemnified against all actions, claims, costs, demands, damages or liability arising in any manner from a breach by you of the terms of this agreement.

2.7 Changes to this agreement

2.7.1 BSP may change the terms of this agreement and the logo at any time and solely at its discretion. If possible, BSP will try to notify you of any such changes.

2.8 Termination of agreement/removal of link and logo

2.8.1 BSP reserves the right, solely at its discretion, to request removal of your link at any time. It also reserves the right to review your link, pursuant to which you agree to provide any necessary passwords.