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General Terms and Conditions

TRUSTMENT OF AGIARA is a free Trustment located at a pacific island. **TRUSTMENT OF AGIARA is not a Bank and not a financial service for the public but only for paying members.** All TRUSTMENT OF AGIARA information and services within this website is for demonstration and training purposes only. This Site, as well as the websites of our affiliates and subsidiaries, is currently being provided free-of-charge to you. The terms "you", "your", and "yours" refer to the customer/purchaser utilizing our Site(s). The terms at "www.agiara.com", "we", "us", and "our" refer to www.agiara.com, and its affiliates, and subsidiaries. We reserve the right to change the nature of this relationship at any time and to revise these Terms and Conditions from time to time as we see fit. If you violate the terms of this Agreement, you will have your access cancelled and you may be permanently banned from using the Site and any interactive services.

You should check these terms and conditions periodically. By using the Site after we post changes to these Terms and Conditions, you agree to accept those changes, whether or not you actually reviewed them.

Entering the Site will constitute your acceptance of these Terms and Conditions. If you do not agree to abide by these terms, please do not enter the Site.

We do not discriminate on the basis of age, race, national origin, gender, sexual orientation or religion.

Privacy

Please review our **Privacy Statement**, which also governs your visit to the Site, to understand our practices.

Copyright

You acknowledge that the Site contains information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material (collectively "Content") that are protected by copyrights, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Content is copyrighted as a collective work under the INTERNATIONAL copyright laws, and we own a copyright in the selection, coordination, arrangement, and enhancement of such Content. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part. If no specific restrictions are displayed, you may make copies of select portions of the Content, provided that the copies are made only for your personal use and that you maintain any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices.

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1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest.
2. A description of the copyrighted work or other intellectual property that you believe has been infringed.
3. A description of where the material that you claim is infringing is located or identified on the Site; Your name, address, telephone number, and e-mail address.
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
5. A statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright or intellectual property or authorized to act on behalf of the owner of the copyright or intellectual property.

The above information should be provided to TRUSTMENT OF AGIARA's agent for notice of claims of copyright or other intellectual property infringement, who can be reached as follows:

By e-mail:

info@agiara.com

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Your account

If you use the Site, you are responsible for maintaining the confidentiality of My Account, password and pin code and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under My Account. We and our affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

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The International export control laws regulate the export and re-export of technology. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations.

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Under no circumstances shall Agiara.com or its Associates be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Site, including but not limited to reliance by a user on any information obtained at the Site, or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to Agiara.com records, programs or services. The foregoing limitation of liability shall apply whether in an action of contract, negligence, or other tortious action, even if an authorized representative of Agiara.com has been advised of or should have knowledge of the possibility of such damages. You hereby acknowledge that this paragraph shall apply to all content, merchandise and services available through the Site.

Prices and availability of products on the Site are subject to change without notice. Errors will be corrected when discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies, or omissions (including after an order has been submitted).

Although we take steps to ensure the accuracy and completeness of product and third-party services that are posted on the Site, please refer to the manufacturer or Associates for details.

Online conduct

You agree to use Agiara.com only for lawful purposes. You are prohibited from posting on or transmitting through Agiara.com any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. If we are notified of allegedly infringing, defamatory, damaging, illegal, or offensive Content provided by you (e.g., through an author chat or online review), Agiara.com may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such Content from the Site. We may disclose any Content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate Agiara.com; or (iii) to protect the rights or property of Agiara.com, its Associates, and you.

We reserve the right to prohibit conduct, communication, or Content that it deems in its sole discretion to be unlawful or harmful to you, Agiara.com, the communities that make up Agiara.com, or any rights of Agiara.com or any third party. Notwithstanding the foregoing, neither Agiara.com nor its Associates can ensure prompt removal of questionable Content after online posting. Accordingly, neither Agiara.com, nor its affiliates, nor any of their officers, directors, employees, or agents, nor Associates assumes any liability for any action or inaction with respect to conduct, communication, or Content on Agiara.com.

Termination of usage

We may terminate your access or suspend your right to access to all or part of the Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, Associates, or Agiara.com. In addition, we reserve the right to refuse an order from any customer at our sole discretion.

Usage by children under 18

We cannot prohibit minors from visiting the Site. We must rely on parents, guardians and those responsible for supervising children under 18 to decide which materials are appropriate for such children to view and/or purchase.

We require that all purchases be made either (i) by individuals 18 years of age or older, or (ii) by minors with the permission of their parent or guardian for such minors to purchase items on the Site and for the collection by us of certain information in accordance with the terms of our privacy policy. EACH TIME YOU PURCHASE A PRODUCT AT Agiara.com, YOU ARE REPRESENTING TO Agiara.com THAT YOU ARE EITHER AN INDIVIDUAL 18 YEARS OF AGE OR OLDER, OR THAT YOU HAVE THE EXPRESS PERMISSION OF A PARENT OR GUARDIAN FOR YOU TO MAKE PURCHASES AND FOR US TO COLLECT CERTAIN INFORMATION ABOUT YOU IN ACCORDANCE WITH THE TERMS OF OUR PRIVACY POLICY.

Applicable law

By visiting the Site, you agree that **international law** and **natures law**, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between you and Agiara.com or its affiliates and subsidiaries.

Disputes

Any dispute relating in any way to your visit to the Site or to products you purchase through the Site shall be submitted according to International law except that, to the extent you have in any manner violated or threatened to violate Agiara.com's intellectual property rights, Agiara.com may seek injunctive or other appropriate relief in any other court, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this Agreement shall be conducted under the rules then prevailing according to international law. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by international law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Requirement for Prevention of Money Laundering Act 2002 (AML) and Know Your Client (KYC)

In line with the Prevention of Money Laundering Act of 2002, TRUSTMENT OF AGIARA requires customers to complete its Know Your Customer requirement at registration at our website. The KYC process requires our customers to provide their Proof of identity (Passport) and Proof of Address (utility bill or similar).

Financial Action task Force (FATA)

TRUSTMENT OF AGIARA and its registered customers are obligated to follow the recommendations from FATA. The Financial Action Task Force (FATF) is an inter-governmental body whose purpose is the development and promotion of policies, both at national and international levels, to combat money laundering and terrorist financing. The Task Force is therefore a "policy-making body" which works to generate the necessary political will to bring about national legislative and regulatory reforms in these areas.

Site policies, modification and severability

Please review our other policies, such as our Privacy and Security Policy, posted on the Site. These policies also govern your visit to Agiara.com. We reserve the right to make changes to the Site, policies, and these Terms and Conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Shipping

The term "shipping" or "ship" includes the commencement of shipping items in an order for multiple purchases or where the item purchased consists of components that must be shipped separately. For example, your order may consist of (1) several different items, (2) a quantity of the same item, or, (3) a single item with several component parts the size of which might require them to be shipped in separate packages. In all such orders, we endeavour to ship out individual packages together so that they arrive at the same time; however, when that is not possible, we commence shipping by shipping individual packages in the order the soonest they are available, and conditions permit. In these instances, our notification to you that your order has "shipped", marks the time when shipping has commenced; it does not mean that all items in the order have shipped at that time. All packages sent have a separate tracking number and may be followed on the Order Status page. You agree that Credit cards and debit cards are to be charged on the date of inventory reservation for the order, not the date of shipping.

Terms and Conditions for Online Banking Services

1. Introduction

TRUSTMENT OF AGIARA is not a Bank and not a financial service for the public. All TRUSTMENT OF AGIARA information and services within this website is for demonstration and training purposes only. Banking Services is an Internet based; secure electronic money transfer service of Agiara Inc USA (the "Service") that allows a customer (the "Subscriber") or a User to perform Financial Transactions on the Customer's Banking Services Account(s) with the TRUSTMENT OF AGIARA.

These Terms and Conditions (the "Agreement") sets out the rights and obligation of the TRUSTMENT OF AGIARA, the Subscriber and the User in connection with the use of the Service.

This Agreement shall be the entire agreement between the TRUSTMENT OF AGIARA and the Customer in relation to the Service and shall, in the absence of a provision to the contrary herein, supersede all prior arrangement, whether written or oral, with respect thereto

2. Definitions

The following words in the Agreement and the TRUSTMENT OF AGIARA, AgiaraPay Banking Services Application shall unless the context otherwise requires, have the following meanings:

- (a) Account: An account or accounts a Subscriber maintains with the AgiaraPay, which can be accessed and operated through use of the Service.
- (b) Agents: A person(s), either physical or corporate, appointed by the TRUSTMENT OF AGIARA to provide any part of the Service.
- (c) Beneficiary: The intended recipient of funds (e.g. an individual, Merchant, financial institution, etc) as transferred by the AgiaraPay upon Banking Services Instructions.
- (d) Computer: An electronic device that has the ability to store, retrieves, and process data, and can be programmed with instructions that it remembers.

- (e) Customer: A holder of an Account with the AgiaraPay.
- (f) Cut-off Time: The deadline established by the AgiaraPay from time to time by which a particular type of transaction such as future dated Bill Payment, Funds transfer, Outward Remittance, etc can be initiated, scheduled, amended or cancelled by using the Service.
- (f) Financial Transaction: A transaction initiated by a User through use of the Service which results in a movement of funds in the Account/s.
- (g) Identification Facilities: A Login ID, Password and PIN and any other identification facilities.
- (h) Internet: A worldwide communications network consisting of a large number of Computers and networks interconnected to each other.
- (i) Login ID: Such identification number/name used for identifying the User when used in conjunction with Password and PIN.
- (j) Merchant: A person(s) whether physical or corporate, registered as a valid subscriber of the TRUSTMENT OF AGIARAs Point of Sale (POS) and Electronic Point of Sale (ePOS) schemes by signing the 'General Merchant and Terminal Agreement' and/or 'Electronic Commerce Merchant Agreement' with the TRUSTMENT OF AGIARA.
- (k) AgiaraPay Banking Services Application: A request submitted by the Customer to provide the Service to the User.
- (l) Banking Services Instructions: Instructions contained in a Financial Transaction given by a User to the AgiaraPay.
- (m) Password: A set of secret alpha numeric values which when used by the User in conjunction with the Login ID and PIN will allow the User access to the Service.
- (n) Payment: A transfer of funds by the AgiaraPay on an Account to a Beneficiary pursuant to User's instructions, by means of a Payment Instrument.
- (o) Payment Instrument: An instrument used to effect payment on behalf of a Subscriber, which include a online Transfers.
- (p) Phishing email: A fraudulent email that appears to come from the TRUSTMENT OF AGIARA in an attempt to collect personal information such as Login Id, Password, PIN etc from the recipient.
- (q) PIN: Secret "Personal Identification Number", which when used by the User in conjunction with the Login ID and Password will allow the User access to the Service.
- (r) Service : AgiaraPay Banking Services "Internet transfer solution"
- (s) Service Fee: The service charges payable to the AgiaraPay by the Subscriber in respect of various transactions initiated by the Subscriber/User on the Service.
- (t) Software: A set of instructions commonly known as computer program, written and compiled in a language which is readable and executable by an electronic machine such as a Computer.
- (u) Subscriber: The Customer registered for the Service.
- (v) User: The Subscriber and/or his/its nominated representative operating the Customer's Account(s).
- (x) Value Date: The date on which the funds pertaining to a Financial Transaction is made available to the Customer/Beneficiary.
- (y) TRUSTMENT OF AGIARA is to be Agiara Inc USA and vice versa.

3. Requirements

- (a) The Service will be made available to a Customer of the AgiaraPay. AgiaraPay reserves the right to limit the Service to certain types of Accounts.
- (b) To successfully access the Service, the following requirements will also apply:
 - i. A Customer of the TRUSTMENT OF AGIARA will register for the Service by submitting to the TRUSTMENT OF AGIARA a completed TRUSTMENT OF AGIARA, AgiaraPay Banking Services Application or by other means as the TRUSTMENT OF AGIARA may direct at the time of application for the Service.
 - ii. A Computer with Internet access, valid e-mail address and Internet browser that supports 128 bit Secure Socket Layer (SSL) encryption.
 - iii. Identification Facilities made available by the TRUSTMENT OF AGIARA to each User at the time of registration for the Service.

4. Service Availability

- a) The Service will usually be available 24 hours a day, 7 days a week.
- b) The Service may be unavailable from time to time for routine maintenance.
- c) Processing of some transaction types may not be available 24 hours a day and these instances will be advised to Subscribers at the sole discretion of the TRUSTMENT OF AGIARA.

5. Terms of Service

- a) The Service covers all Accounts, that a Subscriber now holds or subscribes to or registers for in the future and relates to (a) Individual Accounts in the Subscriber's sole name (b) business and corporate Accounts whether open now or opened in the future.
- b) The User may use the service to apply for various products and services which may be offered by the TRUSTMENT OF AGIARA from time to time, confirms full knowledge of and agrees to be bound by their respective Terms and Conditions.
- c) This Agreement is in addition to the terms and conditions that apply to the individual Accounts, credit card Accounts, Merchant Accounts and

company Accounts that may be accessed or applied for through the Service.

d) The TRUSTMENT OF AGIARA shall consider AgiaraPay Banking Services Instructions as made in accordance with the Subscriber's mandate.

e) The TRUSTMENT OF AGIARA shall be entitled to act on AgiaraPay Banking Services Instructions, which may include instructions through the secure e-mail messages without any further reference to the Subscriber and without requiring written authentication/confirmation from the Subscriber.

f) The Subscriber may terminate the Service either in its entirety or in part at any time by giving notice of termination to the TRUSTMENT OF AGIARA. The notice may be submitted in writing or through the Service using the secure e-mail facility.

g) At the TRUSTMENT OF AGIARA's option, the following limitations may apply:

i. The Subscriber may not link business Accounts, where the Subscriber is the owner/signatory with others (e.g. personal) deposit Accounts, unless expressly agreed by the TRUSTMENT OF AGIARA.

ii. Care must be taken by the User when effecting bill Payments, to ensure that it is initiated at least six (6) transfer Days in advance of the Payment Date, to allow sufficient time for processing and/or receipt of the Payment by the Beneficiary.

iii. When making a Bill Payment or registering a Bill Payment Mandate, the Subscriber will be solely responsible for:

a) Providing the AgiaraPay with the correct user/consumer/reference number and any subsequent changes and

b) Settling any claim or dispute which the Beneficiary or a third party may have or initiate in connection herewith.

iv. Requests for issue of Drafts, funds transfer by cable, telex or SWIFT received prior to the scheduled Cut-Off time will be issued on the same day.

v. When the User uses the Service to initiate a future dated Financial Transaction, the available balance in the designated debit Account must be sufficient to cover the scheduled transaction on its due date. Where balance is not available on the due date the transaction will not be processed. The AgiaraPay is under no obligation to notify the Subscriber if a transaction cannot be processed due to insufficient funds in the Account.

vi. Any Banking Services Instruction to perform a future dated transaction will remain valid and effective notwithstanding the Subscriber's death or bankruptcy or any other revocation of this authority, until the TRUSTMENT OF AGIARA receives the notice of the Subscriber's death, bankruptcy or other revocation.

vii. All requests for Account sensitive information (such as personal identification, Account or other financial information) may be requested through secured e-mail system available from the Service and will be responded to as early as possible.

6. General Terms

a) The **Subscriber** agrees, accepts and acknowledges:

i. That first use of the Service by User, constitutes the Subscriber's acceptance and agreement to be bound by the terms of this Agreement for which separate written acceptance from the User is not required.

ii. That the TRUSTMENT OF AGIARA's record of the Account(s) shall be conclusive evidence and legally binding for all purposes.

iii. That the TRUSTMENT OF AGIARA to respond, at its sole discretion to any and all enquiries received from any other Agents (including, without limitation, other TRUSTMENT OF AGIARAs), concerning any and all Accounts of the Subscriber with the TRUSTMENT OF AGIARA, without reference to the Subscriber. The Subscriber further authorizes the TRUSTMENT OF AGIARA to disclose any information regarding the Accounts to other entities in or its Agents.

iv. That any printouts, statements, files or data in any other form pertaining to the Subscriber's Accounts that may be downloaded or copied via use of the Service shall not be used in any dealings with third parties in whatsoever manner and the TRUSTMENT OF AGIARA is indemnified against all loss or damage which may occur as a result of any violation to the above.

v. That the TRUSTMENT OF AGIARA or its Agents shall not be responsible for any liability, including but not limited to loss cost (direct or indirect) or damages (direct or consequential) or immediate refund, which may arise from their failure to properly identify the Beneficiary or for non-payment of any Payment Instrument because of loss, theft, misplacement, mistake, omission or mutilation.

vi. That the TRUSTMENT OF AGIARA may recover any amount due to it under this Agreement by debiting the Account(s) with the TRUSTMENT OF AGIARA whether these Accounts are associated or not with the Service.

vii. That the TRUSTMENT OF AGIARA reserves the right to charge a Service Fee at such rates as may be applicable from time to time by debit(s) to the Account. The TRUSTMENT OF AGIARA also reserves the right to revise its Service Fee rate(s) at any time without notice.

viii. That the Subscriber shall be bound by AgiaraPay Banking Services Instructions given by the User.

ix. That the Subscriber is responsible for the installation, maintenance, operation of the computer and browser Software and ensuring that the Computer is compatible to the Internet.

x. That the Subscriber is also responsible for all errors, failures, and/or non-performance of the Computer/Software or improper operation of the computer or software.

b) The **TRUSTMENT OF AGIARA**:

i. Reserves the right to decline an application, to discontinue the provision of the Service in its entirety or to discontinue a part of the Service without assigning any reason

ii. May appoint Agents to carry out any duties in connection with providing the Service and may delegate to such Agents the authority to perform any activity/function, which the TRUSTMENT OF AGIARA is entitled to or obliged to perform.

iii. Shall accept no responsibility should any of its Agents fail to meet the Value Date due to time constraints, time difference between regions or regional holidays.

- iv. Shall have no responsibility for failure or non-performance of the Service beyond the control of the TRUSTMENT OF AGIARA or its Agents.
- v. Shall not accept any claims from the Subscriber for compensation of interest, loss of interest or value dating for any transaction carried out through the Service.
- vi. Shall have the right to reject or cancel any transaction in the event of that transaction being incomplete, inconsistent, and incorrect or in breach of any statutory or regulatory legislation.

7. Security

- a) The TRUSTMENT OF AGIARA is the exclusive owner of the Identification Facilities used by the User(s) hereunder.
- b) The User(s) shall be the ultimate trustees of such identification facilities and shall keep the same safe and harmless and, accordingly follow such instructions as may be given to the User by the TRUSTMENT OF AGIARA from time to time.
- c) The User shall exercise due care in using and preserving the privacy and confidentiality of the Identification Facilities and keep the TRUSTMENT OF AGIARA safe and harmless and indemnify the TRUSTMENT OF AGIARA against any claims for loss or damage (whether direct or consequential) which the Subscriber may have or which otherwise may arise as a result of and during the course of the User(s)'s holding in trust and use by the Subscriber, User(s) or their permitted assigns, successors in title, employees or any third parties to which the knowledge of such identification facilities shall become available by any means and due to any reason whatsoever.
- d) For commercial Accounts, the Subscriber shall nominate User(s) and specify the User(s) individual access rights and privileges. Each User will have separate Identification Facilities. The Subscriber will be liable for all requests/transactions that are undertaken by such User(s) as per their access rights and privileges on the Account(s). The Subscriber agrees to be liable for all the actions of all designated User(s) on these Accounts.
- e) In the absence of due notification of the TRUSTMENT OF AGIARA by the User of unauthorized usage of the Identification Facilities and of the request by the User to disable the same, the TRUSTMENT OF AGIARA shall consider any transactions requested by way of using such facilities as authorized by the Subscriber and shall process the same at the Subscriber's sole cost and risk.
- f) The User shall exercise care while entering the credentials such as Login-ID, Password and PIN and shall always access AgiaraPay Banking Services from TRUSTMENT OF AGIARA's website www.Agiara.com

8. Exclusion of Liability

TRUSTMENT OF AGIARA will in no way be liable to a Subscriber for any loss / damage caused / suffered in the following cases:

- i. Upon termination of the Service or a part of the Service without giving prior notice to a Subscriber.
- ii. Any misuse of the Service by any User where the misuse is as a result of non-adherence to reasonable security procedures or terms and conditions of the Service or any specific security procedures advised to the Subscriber by TRUSTMENT OF AGIARA from time to time.
- iii. Where the Subscriber fails to notify TRUSTMENT OF AGIARA of any change in their e-mail address, mailing address or contact numbers.
- iv. Any errors or failures from any malfunction of the User Computer, Software, the Internet and Internet Service Provider, or any electronic virus or viruses that may infect Computer/Software that is used by the User.
- v. Any industrial dispute or other matter outside TRUSTMENT OF AGIARA's control or the control of TRUSTMENT OF AGIARA's agents and sub-contractors;
- vi. Any erroneous Payment to any Beneficiary arising from any inputting error the User may make;
- vii. Any delay beyond TRUSTMENT OF AGIARA's control in making Payment to any Beneficiary;
- viii. Any failure by the User to check any notice, communication which TRUSTMENT OF AGIARA may have sent via Secure e-mail;
- ix. Any loss of data, Software, Computer or other equipment caused by the use of the Service;
- x. Any loss arising out of any erroneous Payments or any delay in the transmission of funds through the Service to any Beneficiary which may result from the termination or disruption of the Service;
- xi. For the accuracy of any Financial or Non-Financial Transaction undertaken by the Subscriber;
- xii. Any failure by the TRUSTMENT OF AGIARA to make a Payment to a Beneficiary or to carry out the Subscriber's instructions if the Account was attached by a court order or blocked/frozen for whatever reason.
- xiii. Any other loss that a Subscriber may suffer by using the Service.
- xiv. Any loss arising after responding to phishing emails.
- xv. Any loss from missing OCR or reference number on received payment/transfer.

9. Termination or Modifications

- a) TRUSTMENT OF AGIARA has the sole discretionary right to amend the Terms of this Agreement at any time by giving sufficient notice.
- b) Once a change in the Terms of this Agreement has been notified to the Subscriber, TRUSTMENT OF AGIARA will treat subsequent use of the Service by the User as the Subscriber's acceptance of the change.

10. Governing Law

This Agreement shall be governed by International or nature's laws. Any dispute in relation hereto shall be subject to non-exclusive jurisdiction of the court.

AgiaraPay Internet Banking Platform

The AgiaraPay Internet banking platform, AgiaraPay only provide financial institutions and Banks solely with messaging services for transmitting funds between financial institutions and Banks and is according to this not a Financial Institution or a Bank.

What is AgiaraPay Banking Services?

"AgiaraPay Banking Services" is a browser-based Banking Services transfer service offered by TRUSTMENT OF AGIARA. AgiaraPay Banking Services allows you to do all your financial transactions and get account information wherever and whenever you have access to the Internet.

You may access AgiaraPay Banking Services is through Microsoft Internet Explorer 5.0 or higher. The browsers MUST have 128-bit SSL encryption capability.

At what times is the service available?

AgiaraPay Banking Services is usually available 24 hours a day, 7 days a week. It may, however, be unavailable from time to time for scheduled maintenance. Certain transactions may be subject to a 'Cut-Off' time which is subject to change due to operational requirements.

What do I need to get started on AgiaraPay Banking Services?

The browsers MUST have 128-bit SSL encryption capability (i.e) older versions of the browsers that do not have this capability are not supported.

What should I do if I cannot access AgiaraPay Banking Services?

To access AgiaraPay Banking Services, you will have to first apply for accounts and pay the fee and then register for the service by returning a completed application form online.

If you are a registered user, make sure that you have entered the Login ID, password and PIN correctly. The password when first issued contains lowercase letters only. If you have changed the password to include upper and lowercase letters, you will need to enter this password in the upper and lowercase password combination.

Make sure that you have the Secured Socket Layer (SSL) v3 enabled on your web browser.

Please note that if you are working from behind a firewall that blocks https access, it could restrict your ability to use any secure Banking Services solution.

To access certain functions available to Commercial Users, you must grant cookies privileges. No applet or script is allowed to access your computer or network without your permission. You have to explicitly grant access for applets and scripts from AgiaraPay web site to run AgiaraPay Banking Services application.

- **How do I activate the AgiaraPay Banking Services service?**
As an additional measure of protection we require that you activate the service before using it for the first time. This process will not need to be repeated thereafter unless your service is deactivated for any reason. You may activate the service directly through AgiaraPay Banking Services, e-mail or SMS.
- **How do I "Login" to AgiaraPay Banking Services?**
You can access the Login page by visiting www.Agiara.com and clicking on the AgiaraPay Banking Services Login icon. Once you reach the Login Page, simply enter your Login ID, Password and PIN and click "AgiaraPay Banking Services". Your Login ID, Password and PIN protect access to AgiaraPay Banking Services. These may be altered at any time once your service is activated. We recommend that you personalize your Login ID, Password and PIN as soon as the service is activated.
- **What is the Login ID for?**
The Login ID identifies you as a registered subscriber while logging in to use the service. Instead of entering the Login ID number provided to you by AgiaraPay every time you login, you may save a personalized Login ID. You may use this personalized Login ID and enter your PIN and Password.
- **Is AgiaraPay Banking Services Secure?**

Access to AgiaraPay Banking Services is protected by your Login ID and two secret codes, a Password and a PIN. You can personalize all three at any time. As an extra security measure, we suggest that you change your Login ID, Password and PIN as part of your first login to AgiaraPay Banking Services and at regular intervals thereafter.

In addition to this, AgiaraPay Banking Services uses a 128-bit encryption key to encrypt all messages between your PC and AgiaraPay. Encryption is a means of encrypting information for transmission, in this case, between your PC and the AgiaraPay computing systems. Information that is encrypted at one end is decrypted (decoded) upon receipt at the other end. 128-bit SSL encryption is the strongest, most secure form of encryption that is available for Internet based services. The systems are also well protected by firewalls.

As a further security precaution, intentionally built into the system, all your outgoing transactions from your AgiaraPay Banking Services are verified with a random one time 6 characters SMS code that you have to enter within 30 seconds from you have received this to your mobile phone in addition to this

your secure AgiaraPay Banking Services session will be automatically terminated when the service detects no activity for a preset period to help protect against unauthorized access.

If the service is left idle (without initiating any transaction) this message will pop up after the present time has elapsed - "Your session is going to end soon. Would you like to continue?" To keep AgiaraPay Banking Services live, press "Continue" or press "Logout" to terminate the session.

- **How do I protect the confidentiality of my PIN and Password?**

To protect the confidentiality of your PIN and Password we suggest that you:

- Memorize your access codes and do not write them down, nor keep it in a file on your computer, including any password saving facility.
- Take care to ensure that you are not being observed whenever entering your password.
- Choose a Password and PIN that are unique and not used for any other services you may use.
- Do not disclose your Password or PIN to anyone else, including family or TRUSTMENT OF AGIARA staff
- Do not create or use a password that relates to any known personal information about yourself e.g. Family names, your birthday, or include any obvious or sequential numbers such as 1234, or repeating numbers such as 2222.
- Change your Password and PIN immediately if for whatever reason you believe that another person knows them.
- Consider changing your Password and PIN every 60 days. This is optional - you can keep the same Password and PIN if you wish.

- **What additional measures could I take to ensure the security of my AgiaraPay Banking Services transactions?**

We recommend that you take the following additional security measures:

1. Install a good anti-virus scanner and keep it up to date.
2. Scan Email attachments before opening them.
3. Never run any executable files received by email unless you are very sure of their authenticity.
4. Clear your browser's cache after each AgiaraPay Banking Services session. Each time you access the Internet, your browser automatically saves a copy of the web pages you've visited. Diligently clearing your browser's cache after each session is an important step in safeguarding your account information.
5. Never send confidential information (such as PINs or Passwords, etc.) via email.
6. Review your account statements promptly and report any discrepancies immediately.
7. Review your last Login date and time that appears on the Welcome page and report any discrepancies immediately.
8. **TRUSTMENT OF AGIARA does not and will not send emails to customers requesting your personal or any other confidential information used by you to access AgiaraPay Banking Services.** Please do not reply to any emails from an email address posing as TRUSTMENT OF AGIARA that request you to reveal your access information or includes instructions to follow a link to a website where you are prompted to enter your access details: Login ID, PIN or password.
9. Backup your system regularly.

- **What are the additional access controls available for Commercial/Business users?**

For Commercial Customers, the following specific additional security features have been developed including multi levels of access and authority. You decide which personnel should have access to AgiaraPay Banking Services. Each of them will be set up as a separate user and given individual limits of authority and access according to the division of duties within your business.

- **What happens after I "Login" to AgiaraPay Banking Services?**

After logging in you will be taken to the Welcome Page. Here you gain access to one consolidated view of your accounts, check the date and time of your last login and see if any unread messages are pending in your secure mailbox. Commercial users may also see if any transactions were forwarded for their approval.

This page is also the starting point of your visit to AgiaraPay Banking Services. From here you can select all the other available functions by clicking on their respective tabs that are displayed on the screen.

- **How do I access the different functions that are available under the AgiaraPay Banking Services service?**

You can navigate easily to a function of your choice by selecting and clicking on the relevant tab - Account Information, Transfer of Funds, Bill Payment, Outward Remittances, Inward Remittance and Other Services.

- **How do I complete transactions using AgiaraPay Banking Services?**

You can easily complete transactions - just fill in the relevant fields that are displayed with the required data and click on "submit". AgiaraPay Banking Services reconfirms your instructions at every stage to reduce the likelihood of an error. For additional help on completing transactions Banking Services just click on the 'Help' link available on each page. This will provide you with a step-by-step guide related to each function.

- **Are there any limits on the number of transactions that I can initiate at a time?**

For security reasons, default daily transaction limits are set for each AgiaraPay Banking Services customer. The limits restrict the number and value of transactions that you may carry out during any given day through AgiaraPay Banking Services in total and also for each transaction time. These limits are variable, and you may instruct the TRUSTMENT OF AGIARA to change these using the secure, Mail Message function available within AgiaraPay Banking Services.

- **Why does the "Request could not be processed. Incorrect Login Details." prompt appear?**

Login is not permitted if an incorrect Login ID, Password or PIN is entered. As a security precaution, your access rights will be disabled if you exceeded the PIN retry count.

- **How do I reactivate the service or obtain a new Password and PIN?**

If your access rights were disabled or if you have forgotten your Password and PIN you can e-mail us to reinstate your access rights. A new Password and PIN will be mailed to you on a secure mail. On receipt of the new access information, you can re-activate the AgiaraPay service Banking Services. Before activating the service, for security reasons, we will request for information needed to verify your identity. These may be entered where displayed on the activation screens.

- **How far back can I view my AgiaraPay accounts transaction history?**
Transactions up to 12 months old can be viewed but up to one month at a time. However, to ensure performance, the number of transactions displayed for one enquiry may be limited. This will only affect accounts with a heavy transaction volume.
- **How far back can I view my credit card transactions?**
You can view activities covered in the last three months' of AgiaraPay statements, and pending transactions that were posted after the last statement date.
- **Can I make cross currency transfers?**
Yes. However, the transfer currency you select be either that of the "From" account or the "To" account. For example, you may transfer either USD to a EUR account, it will be an outward remittance between two different currency accounts, it will take 4 bank days to receive this as the currency rate shall be processed at the local bank.
- **What exchange rates will apply on Fund Transfers and Outward Remittances through AgiaraPay Banking Services?**
Customers using AgiaraPay Banking Services for cross currency transactions will be entitled to receive the same exchange rate that would apply for a similar transaction performed by them through a normal bank office.
- **Can I register Standing Instructions through AgiaraPay Banking Services?**
Using AgiaraPay Banking Services you may register a Standing Instruction to carry out a specified recurring financial transaction at pre-specified intervals.
- **Will the Bill Payment take place immediately?**
In some cases, Bill Payments could take up to six (6) business days to process. Therefore, when effecting Bill Payments, you should take to ensure that it is initiated at least six (6) business days in advance of the due date, to allow sufficient time for processing and/or receipt of the payment by the utility company.
- **Will I be able to request for a foreign currency transfer Banking Services over the weekend or during public holidays?**
You may submit an outward remittance request through AgiaraPay Banking Services on any day, but the funds will only be transferred on the next business day.
- **How can I record frequently used instructions for future use?**
You can register transfer, bill payment and outward remittance instructions that you need to frequently use. This will save you the trouble of re-entering data every time you need to complete a Banking Services template form.
- **Can I post-date my transactions?**
Transactions can carry a future date. These transactions will remain pending and will only be processed on the selected date. Until then they will remain in queue, where your instructions can be accessed and changed or deleted if necessary.
- **What if I do not have enough funds to carry out a post-dated transaction on it's due date?**
If the available balance in the designated debit account is not sufficient to cover the scheduled transaction on its due date the transaction will not be processed. You should ensure that adequate funds are available to cover any future dated transactions as TRUSTMENT OF AGIARA will not notify you if a transaction cannot be processed due to insufficient funds in your account.

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All information submitted to TRUSTMENT OF AGIARA via this site shall remain the property of TRUSTMENT OF AGIARA who shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information provided by a visitor to this site. TRUSTMENT OF AGIARA shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by TRUSTMENT OF AGIARA having the direct customer relationship or as otherwise specifically agreed or required by law.

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The contents of the foregoing provisions shall not limit any specific provisions set out in the individual terms and conditions of particular products and services offered on or through this web site.

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If you click on a third-party link you will leave TRUSTMENT OF AGIARA's web site and access a web site over which TRUSTMENT OF AGIARA has no control. TRUSTMENT OF AGIARA makes no representations or warranties with respect to the information contained on the third-party web site and takes no responsibility for supplementing, updating or correcting such information.

As a condition of using the TRUSTMENT OF AGIARA website you are deemed to agree that TRUSTMENT OF AGIARA has no responsibility for and no liability for the availability of the third-party web site, or for the content, advertising, products or other materials available on the third-party web site.

Terms and Conditions for SMS and e-mails

Please read these Terms and Conditions carefully. If the Terms and Conditions are acceptable to you, acknowledge your acceptance by pressing the "Accept" button or using this service.

Terms and Conditions for E-mail Alerts

TRUSTMENT OF AGIARA E-mail alert service is provided to the customers on the following terms and conditions:

1. TRUSTMENT OF AGIARA

- a. will have the right to appoint any appropriate agency (the Agency) to provide the said services.
- b. will provide the service to the registered users in respect of only those TRUSTMENT OF AGIARA accounts for which they are registered.
- c. will provide the service to the registered e-mail address of the customer irrespective of the number of parties to the TRUSTMENT OF AGIARA account or the mode of operation.
- d. is not responsible for any loss or damage arising directly / indirectly from any malfunction or failure of the service. The customer acknowledges that the proper functioning of the service is dependent on the infrastructure, connectivity and services provided by the Agency and other service providers engaged by TRUSTMENT OF AGIARA.
- e. provides the service at the risk of the subscriber who shall indemnify TRUSTMENT OF AGIARA for any loss / damage resulting from the use of the service.

2. TRUSTMENT OF AGIARA reserves the right to

- a. discontinue the service at its sole discretion without assigning any reason.
- b. discontinue the service in the event of any breach of the terms and conditions of the service by the subscriber or other parties to the account.
- c. amend the terms and conditions hereunder, at any time without prior notice to the customer, and such amended terms and conditions will thereupon apply to, and be binding on, the customer.
- d. levy service charges at any time at its sole discretion.
- e. send general, promotional or informational messages to the subscriber.

3. TRUSTMENT OF AGIARA will not be responsible for the failure of the service due to factors beyond its control.

4. The Customer

- a. will advise TRUSTMENT OF AGIARA immediately in the event of any change in the information given on the application form, i.e. e-mail address, account details, etc. The customer also agrees to provide any additional information required by TRUSTMENT OF AGIARA from time to time, for the purpose of making the services available to him.
- b. accepts that each e-mail message may contain account information relating to the customer. The customer authorizes TRUSTMENT OF AGIARA to send account related information, though not specifically requested, if TRUSTMENT OF AGIARA deems that the same is relevant. The customer acknowledges that the e-mail messages sent to him may contain confidential information and should such confidential information be sent to another e-mail address through no fault of TRUSTMENT OF AGIARA, TRUSTMENT OF AGIARA is in no way to be held liable.
- c. accepts that all information will be transmitted to, and/or stored at, various locations and will be accessed by personnel of TRUSTMENT OF AGIARA and its affiliates. TRUSTMENT OF AGIARA is authorized to provide any information or details relating to the customer/account to the Agency or any service providers so far as is necessary to give effect to any services.

5. The law governing the facility is that of International or natures law, as applied where any Branch office is situated from whom the facility is requested. In the event of a dispute arising in relation to the facility, at the discretion of TRUSTMENT OF AGIARA, the courts of such shall have jurisdiction provided that TRUSTMENT OF AGIARA may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside International.

6. I/We agree that the information given above is true and complete and that I/we agree to the above terms and conditions for the TRUSTMENT OF AGIARA E-mail alert facility.

7. Joint Account only: I/We acknowledge that the above provisions are applicable for joint accounts and confirm that the e-mail message, conveyed to my/our registered e-mail address with TRUSTMENT OF AGIARA, would amount to conveying the same to all of us. Where the message is conveyed on the e-mail address provided, I/we confirm that there will be no breach in confidentiality, and that I/we will take adequate precautions to maintain confidentiality.

Please read these Terms and Conditions carefully. If the Terms and Conditions are acceptable to you, acknowledge your acceptance by pressing the "Accept" button or using this service.

Terms and Conditions for SMS Alerts

TRUSTMENT OF AGIARA SMS alert service is provided to the customers on the following terms and conditions:

1. TRUSTMENT OF AGIARA

- a. will have the right to appoint any appropriate agency (the Agency) to provide the said services. The messages will be sent to the customer only if

he/she is within the cellular circles of the Agency or in circles forming part of roaming network of such Agency. The customer will be liable for payment of airtime or other charges which may be levied by the Agency, as per the terms and conditions of the Agency, in connection with receipt of SMS messages, and TRUSTMENT OF AGIARA is in no way concerned with the same.

- b. will provide the service to the registered users in respect of only those accounts for which they are registered.
- c. will provide the service to the first named subscriber irrespective of the number of parties to the account or the mode of operation.
- d. is not responsible for any loss or damage arising directly / indirectly from any malfunction or failure of the service. The customer acknowledges that the proper functioning of the service is dependent on the infrastructure, connectivity and services provided by the Agency and other service providers engaged by TRUSTMENT OF AGIARA.
- e. provides the service at the risk of the subscriber who shall indemnify the Bank for any loss / damage resulting from the use of the service.

2. TRUSTMENT OF AGIARA will provide information to the subscriber by way of SMS message only after the subscriber has agreed to these Terms and Conditions by pressing the "Accept" button.

3. TRUSTMENT OF AGIARA reserves the right to

- a. discontinue the service at its sole discretion without assigning any reason.
- b. discontinue the service in the event of any breach of the terms and conditions of the service by the subscriber or other parties to the account.
- c. amend the terms and conditions hereunder, at any time without prior notice to the customer, and such amended terms and conditions will thereupon apply to, and be binding on, the customer.
- d. levy service charges at any time at its sole discretion.
- e. send general, promotional or informational messages to the subscriber.

4. TRUSTMENT OF AGIARA will not be responsible for the failure of the service due to factors beyond its control.

5. The Customer

- a. will advise TRUSTMENT OF AGIARA immediately in the event of any change in the information given on the application form, i.e. mobile number, account details, etc. The customer also agrees to provide any additional information required by TRUSTMENT OF AGIARA from time to time, for the purpose of making the services available to him.
- b. accepts that each SMS message may contain account information relating to the customer. The customer authorizes TRUSTMENT OF AGIARA to send account related information, though not specifically requested, if TRUSTMENT OF AGIARA deems that the same is relevant. The customer acknowledges that the SMS messages sent to him may contain confidential information and should such confidential information be sent to another individual through no fault of TRUSTMENT OF AGIARA, TRUSTMENT OF AGIARA is in no way to be held liable.
- c. accepts that all information will be transmitted to, and/or stored at, various locations and will be accessed by personnel of TRUSTMENT OF AGIARA and its affiliates. TRUSTMENT OF AGIARA is authorized to provide any information or details relating to the customer/account to the Agency or any service providers so far as is necessary to give effect to any services.

6. The law governing the facility is that of International or nature law as applied in International or where the Branch office is situated from whom the facility is requested. In the event of a dispute arising in relation to the facility, at the discretion of TRUSTMENT OF AGIARA, the courts of such site shall have jurisdiction provided that TRUSTMENT OF AGIARA may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside International law.

7. I/We agree that the information given above is true and complete and that I/we agree to the above terms and conditions for the TRUSTMENT OF AGIARA Mobile facility.

8. Joint Account only: I/We acknowledge that the above provisions are applicable for joint accounts and confirm that the message, if conveyed to the above-mentioned mobile number, would amount to conveying the same to all of us. Where the message is conveyed on the mobile number provided, I/we confirm that there will be no breach in confidentiality, and that I/we will take adequate precautions to maintain confidentiality.

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Effective Date

This Terms and conditions became effective on: 2024-09-01
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