



RETAIL

INTERNET BANKING FACILITY AGREEMENT

BETWEEN

Caribbean Union Bank

**Facsimile Number 268-481-8290
Telephone Number 268-481-8278**

**PO Box
W2010**

Global Financial Center

**Friars Hill Road, St. John's
Antigua**

and

Personal Account Holder(s)

Application form Internet Banking Service

RIM Number:													
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1. Primary Account Information

Account Name:	
Account No:	
Account Type:	
Branch:	
Branch No:	
Contact No:	
Email Address:	

2. Linked accounts to be shown on Internet Banking

Please indicate which account/s linked to your RIM number you would like to view on your Internet Banking profile.

#	Account Details	
	Account No	Account Type
1.		
2.		
3.		
4.		
5.		

3. Authority to debit my account

I request and authorise Caribbean Union Bank to debit my account _____ for the transaction charges commencing on _____.

These instructions are to remain in force until cancelled by me in writing and receipt of such cancellation in writing is acknowledged by the Bank in writing.

I hereby confirm that the information given is true and correct and agree to abide by the Terms and Conditions for the Caribbean Union Bank Internet Banking service.

Authorised Signature

Date

4. **CARIBBEAN UNION BANK INTERNET BANKING
STANDARD TERMS AND CONDITIONS OF USE**

4.1 **MEANING OF WORDS**

In this agreement, except in a context indicating that some other meaning is intended:

- 4.1.1 "The account" means the account held in the customer's name together with any other accounts in respect of which the customer holds a valid mandate;
- 4.1.2 "The Bank" means Caribbean Union Bank Limited, a registered bank duly incorporated in accordance with the laws of Antigua and Barbuda;
- 4.1.3 "The Bank's Internet Banking site" means the Internet facility site which is used for internal transfers and effecting electronic payments and external transfers;
- 4.1.4 "The billing account" means the customer's nominated account used for the purpose of debiting the fees payable in terms of this agreement, the details whereof are contained in Annexure A hereto;
- 4.1.5 "Commencement date" means the date of signature of this agreement;
- 4.1.6 "Caribbean Union Bank Internet Banking" also means the facility's interface for effecting electronic payments and external transfers;
- 4.1.7 "The facility" means Caribbean Union Bank's Internet Banking, which for the time being includes the following services:
 - 4.1.7.1 Obtaining information relating to the customer's accounts, including transactions and standing instructions;
 - 4.1.7.2 Transferring funds to and from the account;
 - 4.1.7.3 Requesting from the Bank the supply of statements and inquiries, which relate to the account;
 - 4.1.7.4 The paying of accounts/third party payments by using the Caribbean Union Bank's Internet Banking facility;
 - 4.1.7.5 Effecting own defined payments.
- 4.1.8 "The customer" means the person or entity named in this agreement and shall include any nominee and/or person acting on behalf of the customer.
- 4.1.9 "The Internet" means the global network accessible through an Internet Service Provider, by any person with a personal computer;
- 4.1.10 "The nominee" means any person authorised or deemed to be authorised by the customer to use the facility, whose details appear in this agreement to which these standard terms and conditions of use are annexed;
- 4.1.11 "The parties" mean the parties to this agreement and "party" means any one of them;
- 4.1.12 "The customer's password" means the confidential password chosen by the customer for himself/herself and for each nominee and used as a security and authentication measure;
- 4.1.13 "The rules" mean the rules for Electronic Fund Transfers as detailed on Annexure B to this agreement;
- 4.1.14 "A valid mandate" means a legitimate instruction given to the Bank by a third party authorising the customer to act on behalf of the third party;
- 4.1.15 "Login ID" means the user name chosen for the customer for use on the facility;
- 4.1.16 In this agreement;
 - 4.1.16.1 References to or expressions in the singular also denote the plural and vice versa;
 - 4.1.16.2 Words and phrases denoting natural persons refer also to juristic persons and vice versa; and

4.1.16.3 Pronouns of any gender include the corresponding pronouns of other genders.

4.2 **RECORDAL**

4.2.1 The customer wishes to conduct banking business from the customers own premises.

4.2.2 The Bank will provide a facility known as Caribbean Union Bank's Internet Banking to the customer upon the terms and conditions as set out below. The Bank may vary the terms and conditions, insofar as they relate to the customer's use of the facility, after giving the customer not less than one (1) month's written notice, except in circumstances where legislation requires an immediate change.

4.2.3 In pursuance of the foregoing the customer confirms that -

4.2.3.1 He is aware that all such changes shall be reflected on the Bank's Internet Banking site;

4.2.3.2 By entering the customer's password to gain access to the Bank's facility, he is bound to the terms and conditions in force at that time as they appear on the Bank's Internet Banking site;

4.2.3.3 The Bank may, in its sole discretion, compile an audit trail of all transactions made by the customer using the facility, and the same shall be *prima facie* proof of any instruction given or request made to the Bank.

4.2.4 The Bank will make reasonable effort to ensure that the facility will be available at all times specified by it from time to time, subject to the availability of the Internet connection and to any periods required for necessary maintenance of the facility or the accounts;

4.2.5 The provision of the facility will not entitle the customer to overdraw the account if borrowing arrangements have not been made with the Bank, nor to overdraw in excess of any borrowing limit agreed to by the Bank;

4.2.6 Provided that the transactions submitted by the customer to the Bank;

4.2.6.1 Comply with this agreement and the rules; and

4.2.6.2 Are suitable for processing by the facility, the Bank shall on or after the operative date process such transactions in accordance with the rules.

4.3 **INTERNET**

4.3.1 The customer must obtain access to the facility via the Internet. For this purpose, the customer must, where applicable, register with an Internet Service Provider, before the commencement date.

4.3.2 The customer will be solely responsible for the acquisition, installation and maintenance of the connection to the Internet and any related costs or expenses will be borne by the customer.

4.3.3 Should the Internet software and hardware requirements be modified with a view to improving or upgrading the Internet and/or the facility, the resultant cost of any hardware, software or Internet connection required so as to use the facility will be borne by the customer.

4.4 **FEES**

4.4.1 The customer authorises the Bank to debit the billing account with the fees for the services selected by the customer from time to time.

4.4.2 The fees may be amended by the Bank from time to time.

4.5 **AUTHORISATION AND SECURITY**

4.5.1 The customer authorises the Bank to carry out any and all instructions given via the facility, including the debiting of and transfer of funds from the account by way of the Caribbean Union Bank's Internet Banking interface, and the furnishing of information on the accounts, provided that the instructions are authenticated by the use of:

4.5.1.1 The customer's username;

4.5.1.2 The customer's password;

4.5.1.3 The customer's transaction password;

- 4.5.1.4 Any other procedures which may be agreed to in writing between the customer and the Bank.
- 4.5.2 On request of paying of accounts/third party payments, the customer will not hold the Bank responsible for any loss, damage or liability which may arise out of the non-payment or late payment of any account for which a payment instruction has been given to the Bank, or which may arise out of the failure or unavailability of the third party's facilities or systems, or the inability of any third party to process a transaction.
- 4.5.3 The customer indemnifies the Bank in respect of any loss or damage or claim that may be instituted against the Bank arising from non-payment or late payment in this respect. For purposes of this clause, "third party", includes, without limitation, any Electronic Clearing House (ECH) and all other financial institutions where the destination accounts are kept.
- 4.5.4 The customer accepts the financial limits imposed on transfer and collection of funds, which limits may be altered at any time by the Bank.
- 4.5.5 It is the customer's responsibility to control and restrict access to the facility. The Bank will supply the customer with the means to register customer's passwords for each nominee. All nominees, accompanied by the customer, will need to call on the branch, identify themselves and select an individual customer password. The customer can change his/her password on the site or by giving written instructions to the Bank at any time. It is the customer's responsibility to ensure that the customer's passwords supplied to nominees are changed regularly.
- 4.5.6 The customer must keep the details of his password secret. The customer must not disclose his password, thereby giving access to any unauthorised person. The customer must notify the Bank immediately on becoming aware that his customer password may have fallen into the hands of an unauthorised person. In the event that a customer believes that his customer password has been taken or used without authorization or permission, then the customer must take immediate steps to notify any branch of the Bank, in writing by letter/email or immediately change the passwords online.
- 4.5.7 If any unauthorised person obtains the customer's passwords in any manner whatsoever, such person shall be regarded as the customer's duly authorised agent with full authority to use the facility on the customer's behalf, unless the reason why such person has obtained the customer's password is due to a culpable mistake or internal fraud on the part of the Bank.
- 4.5.8 The customer must take all reasonable precautions to prevent unauthorised use of the facility and unauthorised access to the accounts.
- 4.5.9 The customer warrants his authority to deal with the accounts in the name of a third party on the basis of a valid mandate.
- 4.5.10 Transactions made through the facility will be recorded electronically. Transfers from one Caribbean Union Bank account to another Caribbean Union Bank account will be reflected as soon as reasonably possible. Transfers/payments to accounts held with other financial institutions will be debited immediately but will be reflected on the recipients' account within the shortest reasonable period thereafter depending on the third party service used.
- 4.5.11 The customer understands and accepts that any confirmed instruction given by the customer via the facility is irreversible. The customer must, therefore, before confirming any instruction, ensure that account details and other information provided regarding the instruction, are correct.
- 4.5.12 The customer understands that for security purposes and to maintain the highest level of service, telephone conversations made by the customer to the Bank in respect of the facility may be recorded.
- 4.6 **DETERMINATION OF RISK AND INDEMNITY**
- 4.6.1 The customer understands that the use of the facility is at the customer's own risk and that the Bank shall not be liable for any damage, loss or consequential damage which the customer may suffer howsoever caused, except where such damage or loss is a result solely of gross negligence or intentional act or omission on the part of the Bank, that include without limiting the generality of the forgoing;
- 4.6.1.1 Any malfunction or defect in the hardware used by the customer (which shall include the personal computer);
- 4.6.1.2 Any defect in the software used by the customer to gain access to the facility;

- 4.6.1.3 Any act or omission by the Internet Service Provider or any defect in the Internet network or any other medium by which access is gained to the system;
- 4.6.1.4 The facility being off-line or unavailable in whole or in part due to the failure or breakdown of the Bank's communication network, ancillary equipment, computer systems or any other circumstance;
- 4.6.1.5 The incorrect or late execution of any instruction given by the customer due to the circumstances set out in 4.6.1.1 to 4.6.1.4 above;
- 4.6.1.6 Any industrial action;
- 4.6.1.7 Any failure or unavailability of the facility, or the failure by the Bank to perform a transaction as a result of the loss or destruction of data, the deterioration or corruption of storage media, power failures, natural phenomena, riots, acts of vandalism, sabotage, terrorism or other circumstances/events not reasonably within the Bank's control; and
- 4.6.2 The customer indemnifies the Bank against any claim against the Bank or any loss which the Bank may suffer as a result of the customer's use of the facility and, in particular as a result of any wrong, unauthorised and/or wrongful instructions or information given by the customer or any other person authorised or deemed to be authorised.
- 4.6.3 In the event that the customer elects to transmit or accept documents and/or instructions to or from the Bank by means of electronic mails (e-mails) or facsimile messages, the customer accepts the risks associated with these forms of communication and hereby indemnify and hold the Bank harmless against all demands, actions and proceedings which may be made or instituted against the Bank and all loss or damage which may be suffered by the Bank, whether directly or indirectly arising out of the customer's election to use electronic mails or facsimile messages in the customer's dealings with the Bank.
- 4.6.4 In the event that the customer experiences problems with the Internet and the Internet connection, it is the customer's responsibility to liaise with the Internet Service Provider prior to contacting the Bank.
- 4.6.5 Notwithstanding anything to the contrary contained in this agreement the Bank shall not be indemnified in the event of any loss, costs, fees, damages, liabilities, claims, suits and demands which may result solely from any gross negligence or intentional act or omission on the part of the Bank.
- 4.6.6 The customer furthermore:
 - 4.6.6.1 Indemnifies the Bank and the customer's bank and undertakes to hold each of them harmless from any and all loss, costs, fees, damages, liabilities, claims, suits and demands whatsoever which they may suffer, incur or be under or which may be made or brought against them by whomsoever, by reason of or in any way arising out of;
 - 4.6.6.1.1 The payment of any debit or credit originated or purporting to be originated by the customer; or
 - 4.6.6.1.2 The failure whether with or without cause and whether intentional or inadvertent, to pay any such transaction; save where such failure occurs as a result of the gross negligence and/or misconduct by the Bank; and
 - 4.6.6.1.3 The warranty and indemnity given herein shall remain operative and enforceable, notwithstanding the termination of this agreement in respect of any such loss, costs, fees, damages, liabilities, claims, suits or demands as aforesaid, the cause of which arose during the existence and subsistence of this agreement.
- 4.6.7 Notwithstanding anything to the contrary contained in this agreement the Bank shall not be indemnified in the event of any loss, costs, fees, damages, liabilities, claims, suits and demands which may result from any gross negligence or intentional act or omission on the part of the Bank.
- 4.7 **NOMINEES**
 - 4.7.1 The customer must provide the Bank with the necessary written authorizations in terms of which the nominees are authorised to use the facility.
 - 4.7.2 The customer is entitled to re-assign the nominees by providing the Bank in writing with an authorized amended resolution, or letter in the case of a customer who is a natural person, from time to time.
 - 4.7.3 The said authorized resolution shall be attached to this agreement from time to time.

4.8 **DURATION**

- 4.8.1 This agreement shall commence on the commencement date and shall terminate upon expiry of thirty (30) days written notice given by either party to the other party.
- 4.8.2 The Bank shall be entitled, in its discretion, to terminate this agreement at any time if;
 - 4.8.2.1 The customer breaches any of these terms and conditions, without prejudice to any rights it may have to recover any amounts due to it, or any losses or damages suffered in consequence of such breach.
- 4.8.3 The customer will be liable for all transactions and/or obligations (and related charges) which are incurred up to and including the date of termination.
- 4.8.4 In the event of the facility not being utilized for a period of six (6) months or longer, the Bank reserves the right to terminate the facility without prior notice. The customer is at liberty to re-apply for the service at any time.

4.9 **COMPLIANCE WITH RULES**

- 4.9.1 The parties agree to adhere to the rules as set out in Annexure B, prescribed and amended by the Bank, from time to time, governing the operation of the service. Save for changes required to be made in terms of any applicable law in any shorter period, the Bank may amend the provisions of this agreement and the rules by
 - 4.9.1.1 Publishing such changes on the Bank's Internet Banking site.
- 4.9.2 Should the customer not be satisfied with the amendments the customer may give one (1) month's notice of his intention to terminate this agreement.

4.10 **NOTICES**

- 4.10.1 The customer and Bank choose as their address or place where summons will be served for all notices and processes to be given and served pursuant to this agreement, the addresses quoted in this agreement.
- 4.10.2 All written notices given in terms of this agreement by the Bank to the customer and *vice versa* shall be deemed duly given, provided they were sent by either party to the other party at the latter's address or place where summons will be served;
 - 4.10.2.1 If by prepaid registered letter, five (5) days after having been posted;
 - 4.10.2.2 If delivered by hand, on date of receipt;
 - 4.10.2.3 If by telefax, at the time of transmission;
 - 4.10.2.4 If by e-mail, by way of authorized messaging using the facility, on the date of transmission of such message.
- 4.10.3 The customer undertakes to inform the Bank, in writing, immediately upon any change of his address occurring after the signature of this agreement in order to avoid a dispute arising as to non-delivery or delivery, as the case may be, of notices and correspondence.
- 4.10.4 The Bank shall notify the customer of any amendment to the terms and conditions of this agreement by way of e-mail messaging using the facility, save where such notification contains any reference to confidential and/or personal information regarding the customer, in which event one of the methods described in clauses 4.10.2.1, 4.10.2.2 and 4.10.2.3 shall be used.
- 4.10.5 The Bank shall not be liable to the Customer for any damage, loss or consequential damage which the Customer may suffer as a result of not reading and/or opening such e-mail messages dispatched in accordance with clause 4.10.4, howsoever this may be caused.

4.11 **GENERAL**

- 4.11.1 This document, together with the terms of the disclaimer contained on the Bank's Internet Banking site, constitutes the sole record of the agreement between the parties and, subject to what is stated in clause 4.2.2 above, no additions, variations and/or cancellations of this agreement shall be valid unless it is in writing and signed by or on behalf of the parties.

- 4.11.2 The customer shall not cede or assign or otherwise make over or dispose of any of the customer's rights or obligations in terms of this agreement without the prior written consent of the Bank first having been obtained.
- 4.11.3 Any disputes between the Bank and the customer arising from or in connection with these terms and conditions, including the implementation, execution, interpretation, rectification, validity, enforceability, termination or cancellation hereof shall be finally resolved in accordance with the laws of Antigua and Barbuda, except where the customer is in breach of these terms and conditions, in which event, the Bank shall be entitled to litigate against the customer immediately.
- 4.11.4 The customer hereby consents to the jurisdiction of the High Court of Antigua and Barbuda having jurisdiction over him in respect of all proceedings arising from this agreement and shall be liable for all lawyer and customer costs (including collection commission) which may be incurred by the Bank. The Bank shall have the right, however, in its sole discretion, to institute any action in the High Court of Antigua and Barbuda.
- 4.11.5 Should the customer be in arrears with any payment due by the customer in terms of this agreement, a certificate given by any branch manager, assistant manager, senior manager or manager for the time being of the Bank (whose appointment and authority it is not necessary to prove) setting out such amount owing by the customer in terms of this agreement or any other fact, shall be sufficient proof of that amount or fact and shall be valid as a legal document or for the purpose of obtaining any order or judgement thereon against the customer in any competent court.
- 4.11.6 As read together with the provisions of clause 4.10.4 in its entirety, the Bank cannot be held responsible for the confidentiality of information contained in documents that are sent to the customer's selected e-mail address, or for documents that do not reach the selected e-mail address.
- 4.11.7 In the event that these terms and conditions conflict with any other Bank agreements signed by the customer, the customer understands that the conflicting clauses will be interpreted so as to give effect to the intentions of the parties.
- 4.11.8 The Bank shall keep confidential and use its best endeavours to preserve the confidential nature of all data received from the customer.
- 4.11.9 Except in regard to the payment of any sum of money due and payable in terms of this agreement none of the parties shall be liable for failure to fulfil its obligations in terms of this agreement if such failure is occasioned by an inevitable accident, an act of God, refusal of licence, act of government, fire, explosion, accident, industrial dispute, riot, civil commotion, national emergency, war (whether declared or not), inability to obtain materials or any other similar or different cause beyond the control of such party.
- 4.11.10 This agreement shall be governed by and interpreted according to the laws of Antigua and Barbuda.

5. **DECLARATION BY CUSTOMER**

- 5.1. The customer confirms that all the information contained in this agreement is correct and that the customer shall have no claim against the Bank in the event of any of the information being incorrect.
- 5.2. The customer undertakes to notify the Bank in writing should any of the said information change at any time in the future.
- 5.3. The customer understands and accepts that the above Terms and Conditions for Use of the Caribbean Union Bank Internet Banking shall apply to the use of any Caribbean Union Bank Internet Banking facility allocated to the customer pursuant to this application.

Signed at on

WITNESSES:

.....
Name and address

.....

.....
The Customer/For and on Behalf of the Customer

.....
Name and address

.....

.....
The Customer/For and on Behalf of the Customer

