



ONLINE BANKING AGREEMENT

This Online Banking Agreement (the "Online Agreement") governs your use of the Service and is supplemental to the Bank's General Account Terms and Conditions Agreement (the "General Terms"). By requesting and using the Service, you agree to comply with the terms and conditions set forth in the General Terms and as set forth herein. You should carefully read the General Terms and this Online Agreement and print a copy for your records.

In this Online Agreement, these terms shall have the following meanings:

- a. **"Account"** refers to any or all of your accounts from time to time opened and maintained with or made available by us that we allow you to access via the Service pursuant to the terms of this Online Agreement.
- b. **"Online-ID"** means the sixteen (16) digit number embossed on the Bank's Easy Banking Card issued to you by the Bank to access your accounts at the Bank's ATMs, which will be used in conjunction with the Password to access and use the Service.
- c. **"Password"** means the password initially issued to you by the Bank and then changed by you upon first logging on to the Service. The Password shall consist of a sequence of characters (letter, numbers, symbols) you select from time to time and use as a secret key for accessing and using the Service.
- d. **"PIN"** means a personal identification number initially issued to you by the Bank and then changed by you upon first logging on to the Service. The PIN shall consist of a sequence of four (4) numbers that you select from time to time and use as a secret key to authenticate and validate transactions and requests that you submit to the Bank by way of the Service.
- e. **"Secret Questions"** refer to the questions and answers that you choose and that are used by us for verification purposes when you request that we reset your Password or PIN or you request assistance with the Service.
- f. **"Service"** means collectively the online banking services provided by the Bank that allow you to electronically access Account and transaction information, transfer funds, originate transactions and pay bills on a personal computer or wireless device.
- g. **"we", "us", "our", "Bank" and "BOB"** refer to the Bank of The Bahamas Limited and any agent, independent contractor, designee or assignee that the Bank may, in its sole discretion, involve in the provision of the Service.
- h. **"you", "your" and "yours"** refer to the individuals and sole proprietorships subscribing to or using the Service.

1. ACCEPTANCE OF THE GENERAL TERMS, ONLINE AGREEMENT AND ELECTRONIC CONSENT

- a. By accessing and using the Service, you expressly agree to be bound by the General Terms and all of the operational rules provided by the Bank and the general terms and conditions governing the use of the Service set forth herein. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to the Bank, now existing or which may hereinafter be issued, as well as such other terms and conditions governing the use of other facilities, benefits or services which we may make available to you in the future in connection with the Service. You also agree to pay for any and all fees and charges for the Service as set forth in the Bank's Schedule of Fees. The Bank reserves the right in its sole and absolute discretion to amend the terms and conditions contained herein and the Schedule of Fees upon providing thirty (30) calendar days' notice to you as permitted herein. Your continued use of the Service after the effective date of the amendment will constitute your acceptance and agreement to the amendment.
- b. You understand and agree that the Bank may provide to you in electronic format, a copy of the General Terms and this Online Agreement and any and all other agreements, disclosures, notices, account statements and other



information regarding your Accounts and any amendments to the General Terms and this Online Agreement (collectively the “Electronic Disclosures”) through the Service. The Bank reserves the right to continue to provide paper copies of any Electronic Disclosures to you but is not under any obligation to do so and the Bank may discontinue providing any paper copies to you at any time without any further notice to you. We may make Electronic Disclosures available to you by posting information through the Service, on the Bank website or transmitting them to you via the messaging feature of the Service or at the current email address of record as provided by you at the time you enrolled for the Service or have since confirmed to be updated. You are solely responsible to ensure that your contact information and email address on file with the Bank are accurate and correct at all times. You further agree to regularly monitor the Service for any Electronic Disclosures provided by the Bank to you thereunder. We reserve the right to require you to furnish us with paper copies of information and instructions from time to time.

- c. System requirements in order to access and retain the Service and Electronic Disclosures:-
- (i) Internet access;
 - (ii) a computer with one of the operating systems: Windows XP/Vista/7, Linux or MAC OS;
 - (iii) an Internet browser that is capable of SSL (Security Sockets Layer), 128 bit encryption; for security purposes, you should use the most current version of either Microsoft Internet Explorer or Google Chrome or Mozilla Firefox for PC users. MAC users should use the most current version of Safari;
 - (iv) Mobile devices running the Android OS must be on the list of support devices by the Mobile Opera application/browser; for specific requirements please see <http://www.opera.com/mobile/operabrowser/android>;
 - (v) Mobile devices running the iPhone OS (iOS) must use the Safari browser and be on the list of support devices by Apple Inc.; for specific requirements please see <http://www.apple.com/support/>;
 - (vi) access to a printer and/or storage medium such as a hard drive for downloading information and/or printing disclosures for your records; and
 - (vii) an email address accessible via the Internet.
- d. In the event that you wish to discontinue using the Service and receiving the Electronic Disclosures, you must provide written notice of such request to the Bank by sending a secure message to the Bank utilizing the Service or sending an email to BoB.Online@bankbahamas.com. The Bank shall process the request within three (3) business days after receiving the written request from you. Notwithstanding the foregoing, you agree to be responsible for any and all transactions and instructions sent through the Service utilizing your Online-ID and Password/PIN until the Service can be terminated by the Bank.

2. ACCESS AND USE OF THE SERVICE

You may gain access to the Service through the use of your Internet enabled device, your Internet service provider, your Online-ID and Password/PIN. The Online-ID is assigned by the Bank and the Password/PIN are initially issued by the Bank and then changed by you upon initial login to the Service. Generally, you may access the Service 24 hours a day, 7 days a week. However, availability of the Service may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

You are solely responsible for providing and maintaining the physical, electronic, procedural, administrative and technical security of data, systems and computers utilized with the Service. You agree that the Bank shall not be responsible for the security of your computer or mobile device and any viruses (including without limitation programs commonly referred to as “malware”, “keystroke loggers”, “trojans” and/or “spyware”) or problems, malfunctions, losses or non-authorized transactions resulting from any computer viruses or unauthorized third parties or any related problems associated with the use of the Service. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls and other security measures with respect to your computer and mobile device, and for protecting, securing and backing up any data and information stored on your computer and mobile device. The Bank shall not be responsible for any errors or failures resulting from defects or malfunctions of any software installed on your



computer or mobile device or accessed through the Service. You are solely responsible to protect yourself and to be vigilant against email fraud and other Internet frauds and schemes (including without limitation fraud commonly referred to as “phishing” and “pharming”) and agree that the Bank shall not be responsible for any losses, damages or harm incurred by you as a result of any electronic, email, or Internet fraud.

You agree to keep your Online-ID, Password(s)/PIN and Secret Questions confidential. You agree to take every precaution necessary to ensure that your Online-ID, Password(s)/PIN and Secret Questions are never disclosed, accidentally or otherwise, to anyone else at any time. You understand and agree that you are solely responsible for maintaining the security of your Online-ID and Password(s)/PIN. When choosing your Password(s) and PIN, you will use a strong password and additionally adhere to best practices in the selection of your password, which includes:- do not use all or any part of:

- a) a Password or PIN you use for any other service, including ATM PIN;
- b) your name or the name(s) of relatives or friends;
- c) your birth date, telephone number or address or that of a relative or friend;
- d) your customer or account number; or
- e) your Bank Card Number.

Once the Service has been accessed with the Online-ID and Password/PIN, you authorise and direct the Bank to accept and execute any and all method of instructions from you:

- a) to provide Account and transaction information;
- b) to transfer funds between your Accounts at the Bank;
- c) to transfer funds from any of your Account(s) to any individual and any firm or corporation that is capable of receiving payment through the Service;
- d) to deal in any manner with stock, bonds or other types of securities held in or to be purchased for your Account;
- e) relating to foreign exchange transactions;
- f) relating to transactions in connection with any existing credit arrangement with the Bank;
- g) to request stop payment orders provided that the Bank has a reasonable period of time to act upon such orders prior to payment;
- h) to request cheque books; and
- i) to request the purchase of local and foreign currency drafts and instruments.

You authorise and direct us to act upon any instruction(s) given using the Service and you acknowledge and agree that we are not required to send you any type of acknowledgment. We shall be responsible for acting only on those instructions sent through the Service which are actually received by the Bank and you agree that we do not assume any responsibility and you shall hold us harmless for malfunctions in communications facilities not under our control that may affect the timeliness or accuracy of the instructions sent by you.

You understand that any such instructions, upon receipt by us, shall be effected at our absolute discretion and we shall be entitled to treat and consider as valid and binding on you any instruction given or agreement made with us, through the Internet or Service by any person using your Online-ID and Password/PIN, whether or not authorised by you. We shall neither be liable for action upon such instructions sent nor be obliged to investigate the authenticity or authority of persons effecting your instructions or verify the accuracy and completeness of your instructions. Such instructions shall be deemed correct, complete, irrevocable and binding on you upon our receipt through the Service. You hereby accept full responsibility for all transactions and instructions executed via the Service and in particular, for ensuring the accuracy and completeness of your instructions.

We shall be entitled but not obliged to obtain verbal or written confirmation or to otherwise verify any instruction(s) given using the Service by sending you an e-mail, an online communication, via telephone or by any other means as we may deem appropriate.



You agree that we may, without notice and without stating the reason therefore, suspend, cancel or refuse to execute any of your instructions at any time without incurring any liability to you or to any third party. You acknowledge that in the event of suspension or cancellation, the Service may be reinstated at our sole discretion and we reserve the right to impose a reinstatement service charge in accordance with the Schedule of Fees.

3. TRANSACTION DATE

Any transaction effected via the Service after the daily cut-off time shall be treated as a transaction on the next business day or such other day as we may at our absolute discretion determine, and will be subject to our usual processing time, as may from time to time be amended. For purposes hereof, the term "business day" shall mean any day on which banks in The Bahamas and the Bank of The Bahamas are open for banking business, excluding Saturdays, Sundays and public holidays. While Bank of The Bahamas branches may operate Saturday Banking, transactions conducted at Saturday banking shall be posted on the following business day.

4. TRANSFERS AND PAYMENTS

We shall not be obliged to carry out any transfer or payment instructions unless and until your Account(s) with the Bank has sufficient available funds or credit to pay the relevant amount(s). Funds for all transfers and payments hereunder will be withdrawn from your Account(s) by the next business day or such other day as we may at our absolute discretion determine. The Bank is authorized to act on all instructions from or purporting to be from you unless and until actual notice of a breach in security has been received by the Bank and the Bank has had a reasonable period of time to act upon such notice.

5. CONFIDENTIALITY AND SECURITY

The Bank does not warrant the security, secrecy or confidentiality of any information transmitted through any relevant Internet service provider, network system or such other equivalent system via the Service. You agree to notify us immediately upon receipt of any data or information which is not intended for you and you shall delete such data or information from your customer terminal immediately.

You consent to the transmission of communications through the Internet and Service, and acknowledge that the Internet is not necessarily a secure communications and delivery system. You hereby confirm your understanding of the associated risks, including but not limited to, tampering and unauthorised use, and you expressly agree to waive any applicable bank secrecy rights under all applicable laws and regulations governing the confidentiality of bank deposits.

You are solely responsible for keeping your Online-ID and Password/PIN secure and you agree to take all steps necessary to prevent disclosure of your Online-ID and Password/PIN to any unauthorised persons. If you permit any other person to use the Service or provide anyone with your Online-ID or Password/PIN or any other information to access the Service, you are fully responsible for any and all payments and transactions that they authorise. You shall inform us immediately if you know or suspect that someone else knows your Online-ID or Password/PIN or that unauthorised transactions have taken place, or that your Online- ID or Password/PIN has been lost, stolen or otherwise compromised. You must contact the Bank by telephone at (242) 461-3510 Local - New Providence; (242) 300-0111 Family Island Toll Free; 877-204-5110 Int'l Toll Free and also send notice to the Bank in writing at BoB.Online@bankbahamas.com of any unauthorised usage or access to your online banking facility or Service in an immediate manner. Failure to do so shall result in you being liable for any and all unauthorised transactions made.

You must promptly examine your Account statements upon receipt or upon them being made available to you via the Service and if you discover any discrepancies, omissions, inaccuracies or incorrect entries, you must immediately contact BOB Online Customer Support at BoB.Online@bankbahamas.com email address or your BOB branch for assistance. Please see the General Terms for additional obligations to review your Account statements and report any errors or irregularities.



You understand that the Bank has implemented a security procedure for the sole purpose of verifying the authenticity of payment and other instructions transmitted to the Bank by you. Such security procedure includes your assigned Online-ID and the accompanying Password/PIN selected by you. You agree that this security procedure constitutes a commercially reasonable method of providing security against unauthorised instructions. **You irrevocably agree to be bound by any instruction issued through the Service and received and verified by the Bank in accordance with such security procedure, and you shall indemnify and hold the Bank harmless from and against any and all losses, damages, costs and expenses suffered or liability incurred by, or arising from, the execution of the instructions by the Bank in compliance with such security procedure.**

To protect the confidentiality and security of customer information, the Bank recommends the use of browsers that provide encryption using an SSL 128-bit encryption key. If you elect to use a browser that does not use the 128-bit encryption, you expressly accept the risks associated therewith.

You shall be solely liable for all losses incurred prior to your reporting any discrepancies, omissions, inaccuracies or incorrect entries in writing to the Bank or if you act fraudulently or negligently, including by failing to properly safeguard your Online-ID and Password/PIN or by failing to immediately report any unauthorised transaction(s) made in writing to the Bank.

You understand that access to the Service is effected through the relevant Internet service provider or network provider in the country from where such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by such relevant Internet service provider or network provider in separate agreements with you. You shall be solely responsible for all telephone charges and charges by any Internet service provider incurred in connection with the use of the Service. You represent to the best of your knowledge that the customer terminal and any other computer system through which access to the Service may be effected are free from any electronic, mechanical, data failure or corruption, computer viruses and bugs. You agree that neither we, nor any of our officers and employees or any branch, affiliate, subsidiary or contractor of the Bank is responsible for any electronic, mechanical, data failure or corruption, computer viruses and bugs, service interruption and failure, or other problems or outages that may be attributable to the services provided by any relevant power provider, Internet service provider or information service provider.

6. JOINT ACCOUNTS

You acknowledge and agree that where the Account which is accessible through the Service is a joint account, you shall be fully responsible for the instructions, transactions, liabilities and obligations of the other Account holder(s) howsoever arising on a joint and several basis.

For Joint OR Accounts, you further acknowledge and agree that, notwithstanding anything to the contrary, if you have a joint Account that may allow or require two or more signatories, **any ONE (1) person** that has an assigned Online-ID and Password/PIN can access the Service and obtain Account information and transfer any and all funds from the Account to any individual, firm or corporation. You hereby irrevocably waive any obligation for the Bank to require two or more signatories to execute any instructions sent via the Service and you agree to indemnify and hold the Bank harmless from and against any and all claims, losses, damages, costs and expenses relating thereto.

For Joint AND Accounts, you further acknowledge and agree that, notwithstanding anything to the contrary, if you have a joint Account that requires two or more signatories for transactions, **any ONE (1) person** that has an assigned Online-ID and Password/PIN can access the Service and obtain Account information and initiate instructions or transactions to transfer any and all funds from the Account to any individual, firm or corporation. All other joint Account holders will be required to log on to the Service utilizing their own Online-ID and Password/PIN to authorise the initiated instruction or transaction. You agree that the Bank shall not be obligated to act upon any such initiated instruction or transaction until the aforementioned authorization(s) from the other joint Account holder(s) has been received by the Bank and the Bank shall not be responsible for any claims, losses, damages, costs and expenses relating thereto. You hereby authorise and direct the Bank to execute any and all transactions authorised as set forth in this paragraph and irrevocably waive



any other obligations of the Bank relating thereto and agree to indemnify and hold the Bank harmless from and against any and all claims, losses, damages, costs and expenses relating thereto.

7. TRANSFER OF INFORMATION AND PRIVACY

You hereby authorize and consent to the transfer, disclosure and communication of any information relating to your Accounts by the Bank, or any information thereon wherever situated, for use in connection with the provision of any service or product relating to your Accounts and for data processing and storage, customer satisfaction surveys, anti-money laundering monitoring, review and reporting, credit reporting, statistical and risk analysis and risk management purposes.

You acknowledge that information pertaining to your Accounts may be gathered from information provided by you and information contained on account opening documentation. Such information shall be used solely for banking purposes. We confirm that access by employees to such information is permitted solely for business reasons.

In addition to the foregoing, the Bank may transfer and disclose any such information as may be required or permitted by any law or regulation. The foregoing constitutes your written consent for any transfer, and disclosure of information relating to your Accounts for the purposes indicated above and under applicable laws, rules and regulations. You agree to indemnify and hold the Bank free and harmless from and against any and all claims and liability that may arise from any transfer, disclosure or storage of information relating to your Accounts. If you do not wish to receive telephone and/or mail solicitations, you may notify us in writing at BoB.Online@bankbahamas.com or by calling the Bank Online Customer Support at (242) 461-3510 Local - New Providence; (242) 300-0111 Family Island Toll Free; 877-204-5110 Int'l Toll Free.

8. DATA PROCESSING

You hereby consent to and authorise the Bank to provide or obtain information about you including but not limited to your name, address, email address, date of birth, employment history, income, assets, liabilities, credit history and any other information which the Bank may deem useful in its sole and absolute discretion by accepting the terms of this Online Agreement and by using the Service. This information may be used by the Bank and its contractors, processors, data carriers, agents or third parties for and on behalf of the Bank for the purpose of transaction and payment processing, banking services or any other purposes related to the services which the Bank may provide to you. You acknowledge that the data processors may be outside the jurisdiction and may be in countries which are not subject to the same data protection laws or privacy laws providing the same protections as laws in existence in the Commonwealth of The Bahamas which the Bank is subject to. The Bank shall also be entitled to disclose information as required by any law, legal process, judgment, order or decree of a court or for the purpose of any legal process which concerns the Bank without your consent. You agree that the Bank may also make disclosures to government and regulatory agencies and to credit rating agencies. The consent hereby granted shall continue even after closure of the Account or termination of any service, including but not limited to the use of the Service.

9. INTELLECTUAL PROPERTY/RESTRICTION ON USE

The Bank website, the Service and any other information provided through the Service, and any intellectual property rights related thereto, including but not limited to the patents, copyrights, logos and trademarks of the Bank and its service providers, are the sole and exclusive proprietary property of the Bank and its service providers. You agree that the data and information is provided for your own personal or business use as long as you are a customer of the Bank and you agree not to reproduce, sell, distribute, publish or commercially exploit the Service or any data or information provided by the Bank or its service providers.

10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

We have the absolute discretion to make the Service available to you. We have the absolute discretion from time to time to determine the scope of the Service, to set or change the daily cut-off times, modify, restrict, withdraw, cancel, suspend or discontinue any or all of the Services without notice or responsibility to you and without giving any reason. You understand and agree that by using the Service after any modification or change has been effected, you have



agreed to any such modification or change. We shall not be liable to you if you are unable to gain access to the Service for any reason. You understand and agree that while the Service is generally available 24-hours a day, some or all of the services may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or any other reasons beyond our control.

The Bank provides the Service and all of the information contained therein on an “as is”, “where is” and “where available” basis with no express or implied warranties, representations, endorsements or conditions including without limitation, warranties as to operation, usefulness, completeness, accuracy, timeliness, reliability and fitness for a particular purpose. You acknowledge and agree that the Service is provided as a convenience to you for information purposes only and that the information contained in the various web pages do not constitute a bank record for the Account(s) to which it pertains. Provided, however, that the Electronic Disclosures provided to you will be considered a bank record for the Account(s).

You acknowledge that the Bank website may contain links to websites controlled or offered by third parties and the Bank hereby disclaims any and all liability for any third party website content, privacy policies, products, services or security systems. You understand that linking to a third party website is at your sole risk and the Bank will not be responsible for any loss or damage incurred thereby. You are solely responsible for any losses or damages relating to your providing any Account information to any third party.

Notwithstanding anything to the contrary, subject to the provisions herein contained, if we are found liable for any grossly negligent act by a court of competent jurisdiction, you agree that our maximum liability hereunder shall be limited to the amount of the relevant transaction or your actual incurred damages, whichever is less. You agree that we shall not in any event be liable to you or anyone else for any indirect, incidental, special or consequential losses, costs or damages arising in any way out of the use of the Service, or if access to your Account or any service is not available or is delayed due to periods of increased volume or market activity or to allow for maintenance, updates or for any other reasonable cause.

11. INDEMNIFICATION

You irrevocably agree to indemnify, defend and hold harmless the Bank, its parent and affiliates and their respective shareholders, directors, officers, employees, successors in title or assigns, representatives, service providers and agents from and against any and all losses, claims, liabilities, damages, expenses and costs of any kind (including but not limited to attorneys’ fees and costs) arising from or related to: (i) the use of the Service by you or anyone else utilizing your Online-ID and Password/PIN; (ii) in the event that you are a company, the acts or omissions or willful misconduct of any of your directors, officers, employees, contractors or service providers; (iii) our reliance on the information, instructions, directions and authorizations provided by you under this Online Agreement or through the Service; (iv) any breach of the terms and conditions set forth in this Online Agreement; (v) your violation or infringement of the intellectual property rights or any other rights of the Bank or any other entity; and (vi) your selection and use of any Internet service provider, telecommunications service provider and Internet enabled device and any interruption, delay or outage related thereto. You provide this indemnity in addition to any other indemnity or assurance against loss provided by you to the Bank. This indemnification provision shall survive the termination of the Online Agreement or the Service.

12. RECORD RETENTION

The Bank may retain all information relating to your Account in such form as the Bank in its sole discretion sees fit. You acknowledge that the Bank is not required to retain or return original items, save for items which are ordinarily returned to customers in the normal course of business or to make photocopies of statements or account or other documents. The Bank may (but is not bound to) provide copies of information, statements of account and other documents at your request. In the event that you request copies of documents which have been retained via an alternative storage medium and destroyed, you agree to accept reproductions of copies made from that medium.



In the event that the Bank is unable to locate either originals or copies, the Bank shall not be required to produce copies of any documents. You agree to bear the costs which may be levied (subject to variation from time to time) with respect to requests for searches of records.

13. ENTIRE AGREEMENT

This Online Agreement along with the General Terms currently in force (as may be amended from time to time) form the entire agreement between the Bank and you and shall be applicable to any future Accounts which you may hereafter open with the Bank, or any subsidiary or affiliate thereof.

You understand and agree that the Bank may amend, modify, change or terminate this Online Agreement, the technical and security requirements and/or any of the services provided under these terms and conditions at any time by providing thirty (30) calendar days' notice to you as permitted herein on the Bank website or through the Service and as otherwise permitted herein and you will be deemed to have consented to and agreed to any such amendments should you continue to utilize the Service after publication of any such revised terms and conditions and/or technical and security requirements.

The Bank reserves the right in its sole and absolute discretion to terminate the use of the Service at any time. You may terminate usage of the Service by delivering to the Bank notice in writing requesting same and the Bank shall comply with such request within three (3) business days after receipt of the written instructions.

14. GOVERNING LAW AND DISPUTE RESOLUTION

The Service is administered by the Bank from its Head office in Nassau, New Providence, The Bahamas and shall be exclusively governed by, interpreted and construed in accordance with the laws of the Commonwealth of The Bahamas. The parties irrevocably agree that any and all disputes and questions arising out of or in connection with the use of the Service or this Online Agreement shall be subject to the exclusive jurisdiction and venue of the Courts of the Commonwealth of The Bahamas.

By clicking the "I Agree" buttons to access the Service, you acknowledge and agree that you (i) have read and understood the General Terms and the Online Agreement, and you agree unconditionally to be bound by the terms and conditions contained therein and any and all amendments, revisions and additions which we may at our absolute discretion effect from time to time; (ii) have the necessary hardware and software to access the Service and the General Terms and the Online Agreement and the ability to download, print or save a copy of such agreements and any Electronic Disclosures; and (iii) are agreeing and consenting to receive a copy of the General Terms and this Online Agreement and any amendments and any and all Electronic Disclosures relating to this Online Agreement, the Service and Accounts electronically by the means set forth in the Online Agreement. If you do not agree to all of the foregoing, you can refrain from clicking the "I Agree" buttons and return to the Bank's corporate website.