



THE BANK OF NEVIS

## Internet Banking Service Agreement and Disclosure Statement

*(For a permanent record, print this page.)*

This agreement states the terms and conditions that apply when you use The Bank of Nevis International Internet Banking. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. By signing an application form or by your initial access to The Bank of Nevis International Internet Banking service you agree to the terms and conditions of this Agreement.

**DEFINITIONS.** "Bank", "The Bank of Nevis International", "we", "us", or "our" refers to The Bank of Nevis International, and "you" and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account with The Bank of Nevis International.

**SECURITY.** The Bank of Nevis International Internet Banking transmits data using SSL (Secure Socket Layer) technology that supports 128-bit key encryption. If your browser does not support 128-bit encryption, you will not be able to access Internet Banking. The The Bank of Nevis International web server does not connect directly to the Internet. It is buffered from the Internet through the use of firewalls and a service provider interface. All access from outside the bank must go through these firewalls, which screens the requests and allows only valid http traffic to reach the server.

**1. Hardware and Software Requirements** To be able to use The Bank of Nevis International Internet Banking, you must provide your own personal computer with Internet access. The Bank of Nevis International Internet Banking can be accessed through a basic web browser like Microsoft Internet Explorer or Netscape Navigator. (See Security above for encryption requirements.) You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation, and maintenance your own personal computer and for all related costs. You are solely responsible for scanning the Hardware and the Software for computer viruses and other related problems before you use them.

**2. The Accounts.** You agree to use The Bank of Nevis International Internet Banking solely for the services described in this Agreement. You may designate multiple accounts in conjunction with your Internet Banking access, however, no accounts that require 2 or more signatures for withdrawal may have transfer privileges through Internet Banking. You may add any account for which you, or all of you if more than one, are depositor, borrower, authorized signer, or authorized

user by notifying the Bank or by visiting any Bank branch office. If you close or delete all accounts designated for The Bank of Nevis International Internet Banking, you will no longer be able to use The Bank of Nevis International Internet Banking service.

**3. ID and PIN; Confidentiality of PIN.** All The Bank of Nevis International Internet Banking transactions or inquiries must be initiated by use of your The Bank of Nevis International Internet Banking Identification (ID) and personal identification number (PIN). We will assign you an ID and PIN after we have accepted your Application. The first time you sign on The Bank of Nevis International Internet Banking, you will be required to select a new PIN. You will be required to change your PIN every 180 days and may change your PIN more frequently. It is recommended that you do not use your social security number, birthdays, names, or other codes that may be easy for others to determine as your PIN. No Bank employee will ever ask for your PIN, nor should you provide it to anyone unless you intend to allow that person access to your accounts. YOU AGREE TO KEEP YOUR PIN CONFIDENTIAL. USE OF THE PIN BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH THE BANK OF NEVIS INTERNATIONAL INTERNET BANKING.

If you authorize another person to use your PIN, that person can use The Bank of Nevis International Internet Banking to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiating transactions on accounts to which that person does not otherwise have access. As such, your sharing of your PIN is strongly discouraged by the Bank, and done at your own risk.

If a third party should gain access to your PIN, you alone are responsible for changing the PIN so as to deny the third party's access to your banking information. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your PIN through no fault of the Bank.

You should always exit The Bank of Nevis International Internet Banking after you finish viewing your accounts. Never leave your computer unattended while accessing The Bank of Nevis International Internet Banking. If you do, a third party may be able to access your accounts from your terminal, without ever needing to use your PIN.

**4. Business Days.** Business days for the Bank and for The Bank of Nevis International Internet Banking are Monday through Friday, excluding holidays. You may access the accounts through The Bank of Nevis International Internet Banking 24 hours a day, seven days a week. The Bank of Nevis International may perform regular maintenance on our systems or equipment, which may result in interrupted service. We will attempt to provide notification in advance of interrupted service.

**5. Online Services.** You may use The Bank of Nevis International Internet Banking to perform any of the following services designated by you in the Application or subsequently added by you as provided below:

- A. View account information;
- B. View current transactions;
- C. View range of transactions between dates;
- D. Transfer funds from one account to another;
- E. Enter and/or view stop payments; and
- F. View previous statements.

You may perform management functions for your Internet Banking service, including changing your PIN and personal ID (Alias), resetting the login count, changing your Internet Banking account pseudo names and changing display options.

You may download information about your accounts to certain financial programs like Quicken or Money or other spreadsheets. You are responsible for setup of this download in order for your financial program or spreadsheet program to accept it.

You may sign up for Internet Banking service by filling out the Internet Banking application on our website at [www. The Bank of Nevis.com](http://www.TheBankofNevis.com) or by stopping at our bank. To terminate Internet Banking, contact The Bank of Nevis International in writing at Main Street Charlestown Nevis, West Indies, by fax at 869-469-5798

**6. Transfers to and from Accounts.** Internet Banking transfers between accounts are considered 'electronic funds transfers' as defined in Regulation E. Some accounts have transfer limitations, as described in the account disclosure provided to you at the time the account was opened. Any limitations that apply to your account(s) regarding deposits, transfers and withdrawals also apply through Internet Banking. You may use The Bank of Nevis International Internet Banking to initiate electronic fund transfers from deposit accounts (checking or savings) to other deposit accounts, loan accounts. Transfers may not be made from loan accounts or time accounts (certificates of deposit).

- A. **Limitations.** Your ability to initiate bank transfers between accounts may be limited by the terms of your agreement with us as described on each account's disclosure statement you received when that account was opened. You may obtain a new disclosure statement by contacting our bank.. Your ability to initiate bank transfers between accounts may be limited by the terms of your agreement with us as described on each account's disclosure statement you received when that account was opened. You may obtain a new disclosure statement by contacting our bank.

Your account must have sufficient funds in order for transfers to be completed. You can not post-date a transfer.

- B. **Time of bank transfers, posting.** If you initiate a bank transfer of available funds on or before four-thirty (4:30) p.m. Eastern Time on a business day, the bank transfer may be posted on the same business day. If you initiate a bank transfer later than four-thirty (4:30) p.m. Eastern Time on a business day, the bank transfer will be posted on the next business day.

**7. Account Information.** You may use The Bank of Nevis International Internet Banking to receive, download, and store or print information regarding an account that is routinely set forth in the statement for the Account, debits and credits made to the account, amounts and item numbers for items drawn on the account (if applicable), and the daily account balance (including interest credited to a Deposit Account and finance charges accrued on a Credit Account). Because the information made available to you is 'posted data', it may not include transactions that have not yet been posted to your account for that business day. You will still receive your usual periodic printed statement of account. You may use The Bank of Nevis International Internet Banking to receive, download, and store or print information regarding an account that is routinely set forth in the statement for the Account, debits and credits made to the account, amounts and item numbers for items drawn on the account (if applicable), and the daily account balance (including interest credited to a Deposit Account and finance charges accrued on a Credit Account). Because the information made available to you is 'posted data', it may not include transactions that have not yet been posted to your account for that business day. You will still receive your usual periodic printed statement of account.

**8. Electronic Mail Service.** You may use The Bank of Nevis International Internet Banking to send electronic mail ("e-mail") to us. The e-mail service may not be used to make bank transfers between accounts. E-mail transmitted by you to us via The Bank of Nevis International Internet Banking may not be delivered to us immediately-mail submitted by the The Bank of Nevis International E-Mail is not secure **If you need to contact us immediately to report an unauthorized use of your PIN, to report unauthorized access to an account, or for any other reason, you should call us at 869-469-0080.** We will not be responsible for acting on or responding to any e-mail request made through The Bank of Nevis International Internet Banking until we actually receive your e-mail message and have a reasonable opportunity to act. You should check your e-mail regularly; we will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that may affect your use of The Bank of Nevis International Internet Banking.

**9. Additional Service.** We may, from time to time, make additional services available through The Bank of Nevis International Internet Banking. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any additional instructions, procedures and terms provided to you with respect to each of these new services.

**10. Fees and Charges.** In consideration of our making The Bank of Nevis International Internet Banking services available to you, you agree to pay, and you authorize us to automatically debit to the applicable account for the following fees:

**Access to The Bank of Nevis International website is furnished at no charge to the customer. Access to The Bank of Nevis International Internet Banking is furnished at a US\$100 charge to the customer. This includes viewing your accounts, current transactions, viewing a range of transactions between dates, transferring funds from one account to another and viewing previous statements.**

**For customers entering stop payments, a one time fee of \$30.00 will be automatically assessed from the account the stop payment order is being placed on. This fee will be assessed on the same business date that the transaction is processed.**

**Stop payments are in effect for six months from the date entered. Stop payment fees may change from time to time and notification of these fee changes will be provided through the The Bank of Nevis International Schedule of Fees provided to each customer 30 days in advance of fee changes.**

You will be solely responsible for all tariffs, duties, or taxes imposed by any government or governmental agency in connection with any transfer made pursuant to this Agreement and for all telephone charges, Internet access service charges, tools tariffs, and other costs for online sessions initiated by you. There may be other costs and charges associated with your accounts, such as overdraft charges. Please refer to the Schedule of Fees for details.

**11. Errors and Adjustments.** We agree to correct any error made in crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.

If you become aware of any errors on your accounts, notify the bank immediately by calling 869-469-0080 or writing to the bank at Main Street Charlestown Nevis, West Indies. Your bank deposit account statement contains information on the specific timelines in which electronic transfer errors must be reported.

**12. Bank's Liability for Failure to Make or Stop Certain Electronic Fund Transfers.** If we do not complete an electronic fund transfer to or from an account in a reasonable amount of time or in the correct amount according to our agreement with you, we will only be liable for your direct losses or actual damages, except in the following instances:

If, through no fault of ours, you do not have enough money in the account (or any linked account) to make the electronic fund transfer or the electronic fund transfer would go over the credit limit on the account.

If you have not completely and properly followed the terms of this Agreement or instructions provided regarding how to make an electronic fund transfer or the data or instruction transmitted via The Bank of Nevis International Internet Banking are inaccurate or incomplete.

If any part of the The Bank of Nevis International Internet Banking system was not working properly and you knew about the breakdown when you started your electronic fund transfer.

If circumstances beyond our control prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken.

If your funds are subject to legal proceeding or if any other claim restricts the transaction.

If your PIN has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized.

If you, any joint holder, or an authorized cosigner on a Deposit Account has requested that we stop payment of the electronic fund transfer.

If you have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period for the type of Deposit Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts).

If the Deposit Account has been closed.

**13. Limits on Bank's Liability.** Our liability for electronic fund transfer made to or from accounts is also governed by Sections 12 and 14. If any provision herein is inconsistent with any provision of Section 12 or Section 14 or any provision of applicable law that cannot be varied or waived by agreement, the provisions of those Sections or applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any The Bank of Nevis International Internet Banking service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the Bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Bank has been informed of the possibility of such damages), including, without limitation, attorneys fees. The Service Provider is an independent contractor and not the Bank's agent. The Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Provider. YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, IS MADE BY THE BANK WITH RESPECT TO ANY THE BANK OF NEVIS INTERNATIONAL INTERNET BANKING SERVICE OR THE SOFTWARE, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. The only warranties are those provided by the licensor of the Software and set forth on the Software package. To the fullest extent permitted by

applicable law, and without limiting the generality of the foregoing, the Bank shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by the Service Provider or another bank or financial institution to execute any bank transfer or stop payment. In addition, the Bank shall be excused from any failure or delay in executing a bank transfer or stop payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that the Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed the Bank's agent.

**14. Your Liability for Unauthorized or Erroneous Transfers.** You have the obligation to immediately notify the Bank if your PIN has been lost or stolen, or if someone has transferred funds from your account through The Bank of Nevis International Internet Banking without your permission (or is contemplating to do so). We may require that the notice be in writing. You could lose all the money in your Deposit Account, some or all of the money in any linked account, or up to your maximum overdraft line of credit if you have a check overdraft protection line of credit, if you fail or refuse to immediately advise the Bank of the unauthorized use of your PIN. Refer to your bank statement for the time limitations for reporting unauthorized electronic transfers.

**If you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from an account without your permission contact our bank immediately by calling 869-469-0080 or faxing 869-469-0080.**

**Or write:**

**The Bank of Nevis International**  
Main Street Charlestown Nevis, West Indies

**15. Rejection of Transfers or Stop Payments; Overdrafts.** You acknowledge that the Bank may from time to time, in its sole discretion, reject any bank transfer or stop payment request or return any bank transfer or stop payment

- A. if there are insufficient or unavailable funds in the Deposit Account or the Deposit Account has been closed or is frozen,
- B. if the payment order does not conform to the terms of this Agreement,
- C. if the information provided is insufficient to complete the request or
- D. if the payment order appears to be a duplicate, but neither the Bank nor the Service Provider is under any obligation to recognize that a payment is a duplicate and you should not rely on the Bank or the Service Provider to do so.

If a payment order is rejected or a bank transfer or stop payment is returned, the Bank will notify you and you will have the sole obligation to remake the payment order in accordance with the terms of this Agreement and the Software. The Bank may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer or stop payment even though an overdraft to the account results. To the extent permitted by applicable law, you agree that the Bank will not have any liability whatsoever for refusing to accept or rejecting or returning any bank transfer or stop payment. If an overdraft occurs in a

Deposit Account, you agree to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Deposit Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

**16. Disclosure of Deposit Account Information to Third Parties.** You agree that we may from time to time disclose to third parties information about your accounts or the transactions that you make through The Bank of Nevis International Internet Banking. We will disclose information to third parties about your accounts or the transfers you make:

- A. Where it is necessary for completing bank transfers or stop payment or providing any other service in connection with The Bank of Nevis International Internet Banking; or
- B. In order to comply with court orders; or
- C. If you give us your written permission.

**17. Amendment.** We reserve the right to amend this agreement from time to time as necessary to include, but not limited to, changes in fees, liability, services, etc. Amendments to this agreement will be delivered to you and posted in our offices at least 30 days prior to effect, unless it is necessary to make immediate changes for security purposes, to comply with law, changes made by our service provider or as otherwise expressly provided in this Agreement.

**18. Termination.** You agree that we may cancel or restrict your use of The Bank of Nevis International Internet Banking or any The Bank of Nevis International Internet Banking service at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may cancel The Bank of Nevis International Internet Banking by contacting The Bank of Nevis International in writing at Main Street Charlestown Nevis, West Indies, by fax at 869-469-5798

**19. Other Agreements; Severability; Governing Law.** In the event of any conflicts between this Agreement and the content of the software or any related materials regarding the bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. This Agreement will be governed by the substantive laws of the Federation of St Christopher and Nevis, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the Federation of St Christopher and Nevis, without regard to such States' rules regarding conflicts of laws. In the event of any conflicts between this Agreement and the content of the software or any related materials regarding the bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. This Agreement will be governed by the substantive laws of the Federation of St Christopher and Nevis.

**20. Assignment.** You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and/or assigns of any party.

**21. No Third Party Beneficiaries.** This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.