



BRANCH _____

CUSTOMER NAME _____

A/C NO(S) _____

COMMONWEALTH BANK LIMITED
Internet Banking, E-mail, Fax and Telephone Agreement
(the "Agreement")

I agree that my use of any Commonwealth Bank Ltd (CBL) electronic banking channel will be in accordance with the following terms and conditions and that my use of any CBL electronic banking channel signifies both my acknowledgement and acceptance of the terms and conditions below.

In this Agreement these terms shall have the following meanings:

"Bank Card" means the card displaying the number I use when signing on to access an account or any service and "Bank Card Number" means the number displayed on the front of that card;

"Communications" means any instructions or information from or purporting to be from, me or my email address;

"Electronic Access Device" means any device that allows me to use or to access an account or any service including, but not limited to, a personal computer, a telephone used for IVR access, a pager, a mobile or cellular phone, a personal digital assistant or similar device.

"I", "me", and "my" mean the undersigned corporation, partnership, association, sole ownership or individual;

"Passwords" mean the combination of numbers and/or letters I select from time to time, for my use alone, as a means of identifying me and enabling me to access an account or any service;

A. Internet, e-mail, telephone and fax

Any reference in this Agreement to "instructions" or "my instructions" refers to instructions received via the Internet, e-mail ("e-mail"), telephone or facsimile. E-mail instructions will only be accepted from the address shown in Section B of this Agreement.

In exchange for CBL and any successors or assignees of CBL agreeing to accept instructions in accordance with this Agreement, given from time to time to CBL, I agree as follows:

1. Authorized Instructions. I authorize CBL to accept any method of instructions from me:

- (a) to provide account and transaction information;
- (b) to transfer funds between my accounts;
- (c) to transfer funds from any account in my name to any individual, firm or corporation;
- (d) to deal in any manner with stock, bonds or other types of securities held in or to be purchased for my account;
- (e) to issue stop payment orders;
- (f) relating to foreign exchange transactions; or
- (g) relating to transactions in connection with any existing credit arrangement between CBL and me

I understand that CBL reserves the right to first obtain verbal or written confirmation before executing any such instructions.

2. **Passwords Confidentiality and Liability.** I agree to keep my Password(s) absolutely confidential. I agree to take every precaution necessary to ensure that my Password(s) are never disclosed, accidentally or otherwise, to anyone else at any time. I am solely responsible for maintaining the security of my Password(s). When choosing my Password(s), I will not use all or any part of:

- a. a password I use for any other service;
- b. my name or a close relative's;
- c. my birth date, telephone number or address or a close relative's;
- d. my account number; or
- e. my Bank Card Number.

If my Bank Card is lost or stolen or if I know or suspect that someone else may know any of my Passwords or may be using my Bank Card or my Bank Card Number, I must notify CBL as soon as reasonably possible. I will not be liable for losses that occur after I give notice. If I know or suspect that someone else knows any of my Passwords, I must change all of my Passwords immediately.

I will be liable for all losses that occur if my Bank Card Number and Passwords are used to access my account or any service whether I authorize that use or not unless I prove to CBL's satisfaction that I did not disclose my Passwords to anyone else or in any way enable someone else to find out my Passwords. My liability will not be limited by my account balance or credit limit or any daily transaction limits.

3. **Confidentiality.** I understand that the Internet is not a secure medium of communication and CBL cannot guarantee the privacy of customer information inputted on the CBL website or sent to CBL via the Internet. In order to assist in protecting customer information, CBL:

- uses 128-bit encryption – one of the highest forms of encryption technology available today;
- has implemented firewalls, cryptographic techniques and stringent internal access procedures; and
- constantly monitor all internal systems to ensure there has been no security attack or attempted break-in.

I understand that CBL may outsource certain security measures to third party service providers including service providers located outside of The Bahamas.

4. **Use of E-mail.** If I use e-mail to communicate with CBL, I authorize CBL to reply to me by e-mail. This includes sending my confidential information to me at my request. If I am an individual, CBL will not be required to act on instructions or communications sent by e-mail unless they are sent from an e-mail address that I have designated for e-mail communications. If I am a corporation, partnership or incorporated association, CBL will not be required to act on any instructions or communications sent by e-mail unless they are sent from an e-mail address that I have designated for e-mail communications and that bears both my name (company name) as well as the name of my authorized signatory (individual name).

5. **Risks of using cellular phones and e-mail.** I understand that cell phones and Internet e-mail are not secure means of communication and that CBL does not use encryption or digital signatures for incoming or outgoing e-mail. I also understand that CBL recommends that customers do not use cell phones or e-mail for any confidential purposes or share their Internet access with others. If I nonetheless choose to do so, I assume full responsibility for the risks of doing so. These risks include the possibility that:

- someone could intercept, read, retransmit or alter our messages;
- e-mail messages could be lost, delivered late, or not received;
- computer viruses could be spread by e-mail causing damage to computers, software or data. CBL therefore recommends that all customers use up-to-date virus-checking software.

6. **Acting on instructions.** CBL may act on instructions and information from, or purporting to be from, me as if I had given CBL such instructions or information in writing, until CBL has received written notice to the contrary.

7. **Confirmation of telephone and e-mail instructions.** I acknowledge that CBL may request that I provide confirmation of telephone and e-mail instructions to CBL on the day that they are given by mailing to the CBL office a written confirmation signed by me. CBL may, but need not, notify me of any discrepancy between the instructions as understood by it and the written confirmation from me, provided that the failure to so notify me shall not amount to gross negligence or willful misconduct.

8. **Validity of Communications.** All my Communications that CBL accepts and acts upon will be considered to be valid and authentic. This will be the case even if, among other things, they did not come from me, were not properly

understood by CBL (except for CBL's gross negligence or willful misconduct) or were different from any of my previous or later Communications. Communications will only be valid at the CBL office at which they are received.

9. **Doubts as to my Communications.** CBL does not have to act upon any of my Communications if it is unsure whether they are accurate or are really from me or if CBL does not understand them.

10. **Information Providers.** Information (including but not limited to, stock exchanges and news services) provided to me through services of an electronic banking channel may have been independently obtained from various information providers and is believed by CBL to be reliable and accurate. **In no event will CBL or the information providers be liable to me or to others for any loss, damage or injury of any type caused or contributed to in any way by such information.** For example, and without limitation, CBL and the information providers will not be liable if the information:

- a. does not meet my needs;
- b. is delayed or is not available at any particular time or for any particular purpose; and
- c. is not timely, in sequence, accurate, complete or suitable for any purpose.

I understand that information provided through services of an electronic banking channel may include views, opinions and recommendations of individuals or organizations that may be of interest to customers generally. Neither CBL nor the Information Providers endorse such views, opinions or recommendations, or give investment, tax, accounting or legal advice, or recommend the purchase or sale of any security.

11. **Disputes with Merchants and Others.** If I pay bills or purchase goods or services from a merchant I must settle directly with the merchant any disputes or claims I may have. **CBL has no responsibility for any problems or disputes with merchants, including if a merchant does not credit me for a bill payment, imposes any additional charges on me (such as late fees or interest penalties), or takes any other actions.**

Although my bill payment will be withdrawn from the account I select on the date I instruct CBL to make a bill payment, I understand that not all merchants treat payments as being received as of that date. I should give bill payment instructions several business days in advance of the date on which I wish payments to be effective. CBL will not be responsible for processing delays by merchants.

12. **CBL's liability.** CBL will not be responsible for any costs, damages, demands or expenses that I may incur due to CBL's acting or failing to act upon my Communications (except for CBL's gross negligence or willful misconduct). In the event of CBL's gross negligence or willful misconduct, CBL's liability will be limited to the amount involved in my Communication. CBL will not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of profit.

13. **Limitation of Liability.** CBL will make every reasonable effort to provide me with access to my account or any services through an Electronic Access Device. CBL will not be liable to me for any loss, costs or damages which I may incur as a result of my use of an Electronic Access Device or if access to my account or any service through an Electronic Access 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. For example, and without limitation, CBL will not be liable:

- a. for communication malfunctions that affect the accuracy or timeliness of messages or instructions between me and CBL and/or which prevent them from being transmitted in whole or in part;
- b. for delays or failures in performance resulting from acts beyond CBL's reasonable control including but not limited to acts of God, strikes, postal interruptions, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, equipment or software malfunction, earthquakes or other disasters;
- c. if I make a mistake when inputting an instruction;
- d. if I fail to log off when I leave my personal computer and someone else accesses my account or any service;
- e. if, for any reason, I cannot access my account or any service through an Electronic Access Device or the services do not function; or
- f. for any harm or loss to my personal computer or any records or data.

Unless prohibited by law, I agree that CBL's liability with respect to any claim will be limited to the face value of an item or transaction improperly dishonored or paid or the actual value of any deposits not properly credited or withdrawals not properly debited, and that no liability for consequential, special, incidental or punitive damages will exist or can be asserted by me against CBL.

14. **Indemnity clause.** I will indemnify and save CBL harmless from any claims, damages, demands and expenses that CBL incurs (other than due to its own gross negligence or willful misconduct), including among other things all legal

fees and expenses, arising from CBL acting, or declining to act, on any of my Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by me to CBL.

15. **Corporations, Partnerships and Associations.** If I am a corporation, partnership or association, CBL may only accept my Communications when they are from, or purport to be from, my signing officer(s) who is/are authorized to sign in accordance with my General Banking Resolution or Resolution-Re: Banking and Security, signing authorities and the terms of this Agreement. If I am a corporation, I confirm that I have obtained the approval of my board of directors or shareholders, as applicable, to enter into this Agreement and I will provide CBL an appropriately signed resolution to this effect from my board of directors.

I understand that my signing officer can appoint a corporate administrator who shall be responsible for all aspects of my usage of CBL's Internet and Telephone Banking systems. My corporate administrator can designate delegate users who have the authority to initiate transactions or obtain information pertaining to my accounts. I agree that the Internet and Telephone Banking systems shall only be used by the corporate administrator or delegate users and only for legitimate business purposes incurred in the ordinary course of their employment. I agree that such designation by the corporate administrator shall be considered proper authorization of a delegate user by me and that such authority shall continue to be effective until and unless I give written notification to CBL that such authority has been revoked or the Administrator removes the individual as a delegate user and CBL has had sufficient time to process such revocation.

16. **Storing information.** CBL may record and store all information relating to my account in such form and by such means as CBL sees fit. I acknowledge that CBL is not required to retain or return original items (other than to retain and return to me the items normally returned in accordance with CBL's general practice) or to provide me with copies of any account statements, items or other documents. I understand that CBL may, in its discretion and subject to availability, provide me with copies of account statements, items or other documents at my request.

CBL may maintain a database of my electronic instructions. CBL's records will be conclusive and binding on me in any disputes, including in any legal proceedings, as the best evidence of my electronic instructions, in the absence of clear proof that CBL's records are wrong or incomplete. CBL may rely on my electronic instructions as if I had given them signed and in writing.

If I request copies of any items or other documents and the originals have been transferred to some other storage medium and destroyed, I will accept copies made from that storage medium. I acknowledge that CBL is not required to produce copies of any items or other documents if neither the originals nor any copies exist at the time my request is processed. I will pay CBL its applicable charges for any searches I request. I acknowledge that CBL may, however, require me to pay part of such search fees in advance.

17. **Data Processing.** CBL may use the services of any of its subsidiaries and affiliates or any electronic data processing service bureau or organization in connection with keeping my account.

18. **Money Laundering.** Money Laundering legislation requires that CBL verify the source of funds before accepting deposits or processing transactions and must report suspicious transactions to the relevant authorities. Consent is hereby given to CBL to disclose this information to money laundering prevention and control officers within CBL, for the purpose of ensuring CBL complies with money laundering legislation. I will indemnify CBL for its out of pocket expenses, including reasonable legal fees and court costs for any investigation or potential investigation under applicable money laundering legislation regarding my account, including but not limited to seeking direction from a court of competent jurisdiction on CBL's rights and obligations in such matters.

19. **Authorization.** I understand that by executing this Agreement I authorize CBL to accept and irrevocably honor any and all instructions set out in Section 1 of this Agreement. I further agree that any one of the signatories to this Agreement may authorize these instructions.

20. **Changes to this Agreement.** CBL may amend any provision of this Agreement by providing me with notice of the amendment(s) thirty (30) days before such changes take effect. Notice may be provided to me through an Electronic Access Device. If I continue to access my account(s) or any service or if I maintain my account(s) after the effective date of the amendment(s) that will show I agree and consent to the amendment(s).

21. **Other Agreements/Charges.** The terms, rules, procedures, fees and charges set out in any written or computer-generated instructions, manuals or other such documents relating to an account or any services form part of this Agreement. I authorize CBL to debit my account(s) CBL's standard service charge for service provided under this agreement as may be established by CBL from time to time.

22. **Proprietary Interest.** Market data and other information provided through the services are proprietary to CBL, the appropriate Information Provider(s) and their licensor(s) and are protected by applicable copyright law. I will not reproduce, sell, distribute, publish or commercially exploit the data without the express written consent of CBL and the appropriate Information Provider(s), as applicable. I will only use the market data and information for my own personal or business use.

23. Termination. CBL may terminate this Agreement at any time without notice. CBL will have no liability for any loss or inconvenience that may result.

24. General.

- a) *Business hours.* CBL will act on any of my Communications during the usual business hours of the CBL office at which they are received on the earliest banking day possible.
- b) *Monitoring facilities.* CBL will use reasonable efforts to monitor its communications facilities to determine if it has received any instructions or information from its customers. Since CBL's ability to act on my Communications depends upon the normal functioning of various communications facilities, CBL is not liable for any delay or failure to receive my Communications.
- c) *Admissibility.* If it wishes, CBL may enter any photocopy, computer-generated copy, reproduction, tape recording or transcript of tape recording that CBL has of my Communications into evidence in any legal proceeding as if it were an original document. That copy will be sufficient and valid proof of the information contained in it.
- d) *Changes to list of authorized Signatories.* I may from time to time notify CBL of changes to the list of authorized signatories. No change to that list is effective until CBL has received written notice of the change.
- e) *Notice.* Either party may give notice to the other by personal delivery or by fax communication in accordance with this Agreement.
- f) *Valid agreement.* This Agreement is a valid and binding obligation by me, enforceable in accordance with its terms.
- g) *Severability.* If any clause of this Agreement is found by a court to be void or unenforceable, that clause will be severed without affecting any other provisions of this Agreement.
- h) *This agreement additional.* This Agreement is in addition to, and not in substitution for, the terms of any other agreement between CBL and me. If any conflict arises between these and any other agreement with me, the terms of this Agreement will prevail.

Dated the _____ day of _____, 20_____ .

B.

Use for individuals and sole proprietorships

_____	_____	_____
Customer Name (Print Name)	Signature	E-Mail Address
_____	_____	_____
Witness Name (Witness must be a CBL Employee)	Witness Signature	Witness Title
_____	_____	_____
Customer Name (Print Name)	Signature	E-Mail Address
_____	_____	_____
Witness Name (Witness must be a CBL Employee)	Witness Signature	Witness Title
_____	_____	_____
Customer Name (Print Name)	Signature	E-Mail Address
_____	_____	_____
Witness Name (Witness must be a CBL Employee)	Witness Signature	Witness Title

