



## Electronic banking agreement

eForm 0398024 (11/2012)

Date:

Branch: – Select one –

Customer Name:

**This Electronic Banking Agreement** (hereinafter called 'Agreement') is made between **RBC Royal Bank (Suriname) N.V.** (hereinafter called 'the Bank') of the One Part and the undersigned (hereinafter called 'the Customer') of the Other Part.

### 1. Definitions:

In this Agreement, unless the context otherwise prescribes, the following words have the following meanings:

Activation Code means the one-time activation code that the Bank may give to the Customer to activate the SMS Banking Service.

Authorizing Signature refers to each combination of numbers and/or letters designated by the Customer, for the Customer's use, as a means of the Customer's identification and authorization to access and use the Electronic Banking Services including, without limitation, use of the Card with the Customer's Personal Identification Number (PIN) at branches, Automated Banking Machines (ATMs), Point of Sale (POS) Terminals; the Customer's User ID to Tellerphone<sup>®</sup> telephone banking and Internet Banking Services, the Activation Code and any other relevant access code, password, activation code or user ID; as appropriate. Bank refers to RBC Royal Bank (Suriname) N.V. and includes its parent company, subsidiaries and affiliates where appropriate.

Card means any banking, debit, credit or other relevant card issued to the Customer by the Bank in the Customer's name, or with such other name designated in writing by the Customer, which affords the Customer access to the Electronic Banking Services under the Agreement and includes the Card number; unless otherwise specified.

Customer means a person who maintains one or more savings or current accounts or accounts of any type at any branch of the Bank.

Electronic Banking Services mean the services more particularly described in Clause 3 of the Agreement, if and as offered from time to time by the Bank.

Electronic Bill Payment means any payment to any business/company/utility that has the Bank as payee of bill payments through the service for which the Customer is registered by the Bank for branch, telephone, ATM Debit, POS bill payment Internet or Mobile Banking access.

### 2. Acceptance:

2.1 This Agreement contains important terms and conditions which govern the use of the Electronic Banking Services via an electronic service that permits the Customer to access information and transact financial business through telephone, cell phone, mobile device, ATM, POS terminal, personal computers or similar access devices. The Customer understands and agrees that by accessing the Electronic Banking Services, the Customer is accepting the terms and conditions of this Agreement, and that the Customer's use of the Customer's Card and/or Authorizing Signature will be considered the same as the Customer's written signature in authorizing the Bank to complete each and every transaction or request communicated to the Bank.

2.2 All electronic communications that meet these requirements will be deemed to be valid and authentic and the Customer intends and agrees that such electronic communications will be given the same legal effect as written and signed paper communications. The Customer agrees that electronic copies of communications are valid and the Customer will not contest the validity of the originals or copies, absent proof of altered data or tampering. Because the Electronic Banking Services are performed electronically, they are governed by local or foreign laws and regulations pertaining to electronic transactions which entitle the Customer to certain benefits and protections and subject the Customer to certain liabilities. The Customer agrees to obtain independent advice on the existence and effect of these local and foreign laws and regulations.

### 3. Access to and use of electronic banking services:

3.1 The Bank offers to its customers Electronic Banking Services which will enable the Customer to electronically access the Customer's account(s) and to perform transactions including, without limitation, account information (balance and statement inquiry), bill payments and funds transfers; through the following means:

- i. Designated Automated Banking Machines.
- ii. Debit Point of Sale payment terminals.
- iii. Tellerphone<sup>®</sup> telephone banking service, which includes instructions given verbally or through the use of an interactive voice response system.

- iv. Internet Banking Service.
  - v. Mobile Banking Service by which customers may access the Bank's Mobile Banking service via internet enabled mobile devices.
  - vi. SMS Banking Service by which customers may request and receive account balance information and salary alerts via a short message service through a mobile phone.
  - v. Any other electronic banking service, which the Bank may offer to the Customer to use with the Card and/or Authorizing Signature.
- 3.2 With the exception of the SMS Banking Service which shall be activated via an Activation Code issued by the Bank, the Customer may choose which Electronic Banking Services the Customer wishes to access and use through the Customer's Card and/or Authorizing Signature. The Customer may designate any account(s) the Customer wishes to link to the Customer's Card and/or Authorizing Signature for access and use at ATMs and POS terminals, or through the Tellerphone<sup>®</sup> telephone banking service, Mobile Banking service or Internet Banking service.
- 3.3 The Customer may have access to all of the Customer account(s) by speaking to a telephone banking officer, or by logging on to the Internet Banking service, or by visiting a branch. The Customer will access and use the Electronic Banking Services in accordance with the terms and conditions of this Agreement or as the Bank may otherwise communicate in such form in the Bank's sole discretion to the Customer from time to time.
- 3.4 The Customer will not access or use the Electronic Banking Services for illegal, fraudulent or defamatory purposes or take any steps which could undermine the security or integrity of any Electronic Banking Service, or cause harm to or threaten to harm any other user of Electronic Banking Services.
- 3.5 For the purposes of quality control and mutual protection of the parties, the Bank may record customer telephone calls including but not limited to those that relate to the use of or include instructions for using any Electronic Banking Service and, by signing this Agreement, the Customer consents to such recording by the Bank. In any event, the Bank may prompt the Customer that the telephone call is being recorded for this purpose and the Customer's consent will be implied once the Customer does not terminate but proceeds with the Electronic Banking Service transaction.

#### **4. Account information:**

The Customer may access and use any Electronic Banking Service to check the balance and trace activity of the Customer account(s). Any balance shown through any Electronic Banking Service may not be the Customer's actual available balance but may include deposits still subject to verification by the Bank and may differ from the Customer's records because it may not include deposits in progress, any outstanding cheques, or other withdrawals, payments, or charges. The provisions of paragraph 17.9 shall apply here.

#### **5. Restraint or closure of accounts:**

The Bank reserves the right to freeze or close the Customer account(s) at any time with or without notice to the Customer, as appropriate, if required by law; or if the Bank has reasonable grounds to believe that the Customer did or may commit fraud, use the account(s) for any unlawful or improper purpose or operate the account(s) in a manner that it is not in keeping with the law; or if the Customer violates the terms and conditions of any agreement applicable to the account(s) or any account(s) related services. The Bank may also freeze or close the account(s) if the Customer is a victim of fraud or identity theft in order to prevent future losses. This right is in addition to and does not limit any other rights the Bank has or will have from time to time to freeze or close the Customer account(s) with or without reason.

#### **6. Funds transfers:**

- 6.1 The Customer agrees that, when the Customer instructs the Bank to transfer funds between the Customer account(s), the Customer authorizes the Bank to withdraw the necessary amount from the Customer account(s).
- 6.2 The Customer agrees that the Customer will instruct the Bank to make withdrawals only when a sufficient balance is or will be available in the Customer account(s) at the time of withdrawal. The Bank will not be obligated to act on any withdrawal instructions in the event that sufficient funds, including overdraft lines of credit, are not available in the Customer account(s).

#### **7. Electronic bill payments:**

- 7.1 The Customer is responsible for the accuracy of the Customer's Electronic Bill Payment instructions, including the billing company paid, billing account number and payment amount. Depending on the type of payment, Electronic Bill Payment instructions once sent may be final and irrevocable, so that funds sent in error may not be possible to retrieve. It is the Customer's responsibility to ensure that the biller, billing account number and personal payee information in the Customer's bill profile, and the Customer's personal information registered on the Bank's system, is accurate at all times. The Bank may update the Customer's bill profile, including the Customer's billing account numbers and billers' names, if informed of a change by the biller or if deemed necessary by the Bank.
- 7.2 It is the Customer's responsibility to ensure that sufficient funds are available in the Customer's account(s) or through overdraft protection linked to the Customer's account(s) where applicable as at the effective time of the Customer's Electronic Bill Payment; since payment instructions will not be processed without sufficient funds.
- 7.3 Postdated Electronic Bill Payments set up by the Customer may not be processed for a number of reasons, including insufficient funds, inconsistency between the billing account number on the Customer's postdated payment and the billing account number registered on the Customer's bill profile at the time of processing the payment, and a change in status of the Customer's Card, the biller, or the Customer's bill profile.
- 7.4 The Customer recognizes that different billers have different payment requirements and that the Customer is responsible to know what are the biller's payment requirements. The Bank may reject, cancel or return an Electronic Bill Payment to the Customer that does not meet these requirements. In addition, the Customer is responsible to ensure that the Customer's Electronic Bill Payments are requested so that there is sufficient time prior to their due date for them to be processed by the Bank and by the biller. Electronic Bill Payment instructions made by the Customer after the Bank's daily cut-off time or on a non-business day will require extra time to reach the biller.

- 7.5 The Customer will promptly and carefully examine the Customer's account transaction information to ensure the Customer's Electronic Bill Payments have been successfully and correctly processed and the Customer will notify the Bank within fourteen (14) days of the Electronic Bill Payment date of any errors or discrepancies. If the Bank does not receive notice from the Customer within that fourteen (14) day period, the Customer accepts the transaction information as valid and correct.
- 7.6 The Bank is not responsible for any penalties, fees, interest, costs or damages imposed upon or suffered by the Customer with respect to any Electronic Bill Payment or for the Bank's inability to retrieve Electronic Bill Payments from third party accounts with the Bank or from other financial institutions.

#### **8. Transaction records activity:**

- 8.1 The Customer will be offered a transaction record for each Electronic Banking Service at ATMs and POS terminals for the Customer's convenience to enable the Customer to check the Customer's account(s) activity. The Customer will be provided with a reference number for Tellerphone® telephone banking and other Electronic Banking Services. The Customer shall have the sole responsibility to record the reference number for each transaction. The Bank's transaction records will be conclusive proof of the Customer's use of the Customer's Card and/or Authorizing Signature or an Electronic Banking Service and also will be considered the Customer's written request to perform the Electronic Banking Service.
- 8.2 Even though the Customer may be provided with a transaction record or reference number, the Bank's verification and acceptance of all transactions will be considered correct and binding, unless there is an obvious error; which the Customer must notify the Bank of and provide evidence thereto within fourteen (14) days from the date of the transaction. Transactions completed through an Electronic Banking Service may be credited or debited to the applicable account(s) by the Bank on a date determined by the Bank. This date may be different than the date on which the Customer used the Electronic Banking Service.

#### **9. Foreign currency transactions:**

Any transaction of any Electronic Banking Service negotiated in a foreign currency using the Customer's Card and/or Authorizing Signature will be converted at the exchange rate determined by the Bank on the day the transaction is posted to the Customer's account(s).

#### **10. Transaction limits:**

- 10.1 The Bank may set or change limits, dollar or otherwise, for transactions that may be carried out by the Customer through Electronic Banking Services, from time to time, without prior notice to the Customer. These limits, whether daily, weekly, per transaction or otherwise, may vary from country to country and will be published in a readily accessible place in the Bank's branches or at the Bank's website or otherwise.
- 10.2 The Customer agrees that no withdrawal, transfer or payment from the Customer's designated account(s) exceeding the credit balance in such account(s) will be made unless such is in accordance with any separate agreement between the Customer and the Bank applicable to the account(s). Any and all cheques, cash or other funds deposited by the Customer through the use of the Card and/or Authorizing Signature shall be the responsibility of the Customer until such time as these have been verified and entered by the Bank. All such funds accepted on deposit are subject to verification and final settlement is subject to the discretion of the Bank. The Bank may exercise its right not to release funds on deposit which represent cheques for which the Bank has not yet received value (uncleared effects).

#### **11. Service charges:**

- 11.1 The Bank will charge the Bank's current service charges at the then prevailing rate (as determined by the Bank from time to time) for each Electronic Banking Service used by the Customer; which service charges the Customer agrees to pay by access to and use of the Electronic Banking Services. The Bank's service charges are subject to change from time to time without prior notice. A subsequent notice of the Bank's service charges will be provided in a readily accessible place in the Bank's branches or at the Bank's website.
- 11.2 The Customer will pay the charges or service fees of any other financial institution or applicable third party inside or outside the country in which the Card is issued and/or reimburse the Bank for the payment of any charges or service fees of any other financial institution or applicable third party inside or outside the country in which the Card is issued that are imposed as a result of any Electronic Banking Service that the Customer may use. It is the Customer's responsibility to become informed of the charges and service fees.
- 11.3 The Customer acknowledges that the service charges are in addition to any other service fees chargeable to the Customer's account(s).
- 11.4 The Customer agrees that the Bank may debit the Customer's account(s) accessed through the Electronic Banking Service for any applicable service charges and fees. If the Customer does not have sufficient funds in the Customer's account(s) to cover the service charges and fees, they may be charged to any other account(s) the Customer has with the Bank, or the Customer's account(s) may be overdrawn.

#### **12. Selection of authorizing signature:**

- 12.1 The Customer may select an Authorizing Signature for use at ATMs, POS terminals, through Tellerphone® telephone banking, through Mobile Banking and the Internet Banking service, at any branch when the Customer's Card is issued, or at any other time. The Customer will be issued a temporary Authorizing Signature for access to and use of the Electronic Banking Services when the Electronic Banking Services are set up. The Customer will be prompted to change the temporary Authorizing Signature when the Customer first accesses the Electronic Banking Services.
- 12.2 With respect to the Personal Identification Number (PIN) (if different from the Authorizing Signature), the Customer will select a PIN for use in conjunction with the Card. The Customer will personally decide on a four digit code which will comprise the PIN and, in conditions of privacy, will enter the code into a magnetic activation terminal at the Bank's premises. The Customer confirms and acknowledges that the PIN has not been disclosed to any third party including servants or agents of the Bank prior to its entry into the said terminal.

- 12.3 With respect to the User ID for Tellerphone® telephone banking (if different from the Authorizing Signature), an initial temporary code (which will comprise the User ID) will be issued to the Customer by the Bank. On initial access to the Tellerphone® telephone banking service, the Customer undertakes to personally change the initial temporary code to a new code.
- 12.4 With respect to SMS banking, the Activation Code will be issued to the Customer by the Bank. The activation code cannot be issued to the customer via text message. The customer is required to respond to the SMS invitation with the activation code to create the Authorizing signature for all SMS transactions henceforth.

### **13. Card and authorizing signature security and confidentiality:**

- 13.1 The Customer is responsible for the care and control of the Customer's Card and Authorizing Signature. The Customer must keep the Customer's Card and Authorizing Signature confidential, secure from all persons without exception, and apart from the Card at all times (in the case of the Authorizing Signature), and take every reasonable precaution to maintain them safely. This includes keeping possession of the Card; never keeping a written record of the Authorizing Signature; avoiding Authorizing Signature combinations that may be easily determined by others (such as the Customer's bank account number, birthday or telephone number); not disclosing the Authorizing Signature voluntarily to anyone else at any time (including to a family member, friend or financial institution employee) and taking all reasonable precautions to ensure that no one discovers the Authorizing Signature while keying it in or logging into an Electronic Banking Service.
- 13.2 The Bank shall be under no duty whatsoever to enquire or verify whether any use of the Card and/or Authorizing Signature is the act of the Customer or has been done with the Customer's due authorization.
- 13.3 The Customer shall keep the Customer account(s) information and any information pertaining to the Electronic Banking Services (including instructions and responses) confidential and shall take reasonable steps to prevent unauthorized access to and use of such information.

### **14. Mobile banking service and SMS banking service:**

- 14.1 The Mobile Banking Service and the SMS Banking Service (hereinafter referred to as "the Mobile Services") may only be accessed from the mobile phone registered to the Customer in the operation of the Bank's mobile service.
- 14.2 The Customer shall be responsible for payment of airtime and other charges levied by the Customer's telecommunications provider in relation to the Mobile Services in accordance with their terms and conditions.
- 14.3 The Customer undertakes to notify the Bank immediately in the event of loss or theft of the Customer's mobile phone or SIM card or a change or disconnection of the mobile number linked to the Mobile Services and the Bank shall in any case not be liable to the Customer for any loss or damage or for any disclosure of information arising from his use of the Mobile Services where the Customer has failed to notify the Bank of a lost handset, change in mobile number or a change in telecommunications provider which may result in a third party receiving the Customer's alert/information.
- 14.4 The Bank shall not be liable for the Customer's inability to access the Mobile Services because his handset or mobile device is not properly enabled or synchronized with his telecommunications provider or that his service has been disconnected or limited by the telecommunications provider because of a dispute between both such parties.

### **15. Privacy:**

Safeguarding the Customer's privacy and confidentiality is fundamental to the Bank and the Bank's Online Banking Privacy Policy which can be located on our website at [www.rbc.com/caribbean](http://www.rbc.com/caribbean) that describes all the Bank's efforts to ensure that the Customer's money and personal data are secure and that all transactions remain confidential.

### **16. Collection, use and disclosure of customer information:**

#### **16.1 Collecting customer information**

The Bank may collect financial and other information about the Customer, such as (i) information to establish and maintain the banking relationship with the Customer; (ii) information related to transactions arising from the Customer's relationship with and through the Bank; (iii) information for the provision of products and services; (iv) information provided by the Customer on any application for the Bank's products and services; and (v) information about financial behaviour such as the Customer's payment history and credit worthiness. The Bank may collect this information during the course of its relationship with the Customer. The Bank may obtain this information from a variety of sources, wherever located, including from the Customer, from service arrangements the Customer makes with or through the Bank, from credit reporting agencies and other financial institutions (including correspondent banks), from registries and from other sources, as is necessary or desirable for the provision of the Bank's products and services. This information the Bank collects about the Customer may be used or disclosed for the following purposes: (i) to open and operate the Customer account(s); (ii) to provide the Customer with products and services the Customer may request; (iii) to determine the Customer's financial situation; (iv) to determine the Customer's eligibility for products and services the Bank offers; (v) to help the Bank better manage its business and relationship with the Customer; (vi) in the Bank's discretion necessary or desirable to protect the Bank's interest; (vii) to maintain the accuracy and integrity of information held by any credit reporting agency; and (viii) as required or permitted by law.

For the above purposes, the Bank may make this information available to its employees, agents and services providers wherever located who are required to maintain the confidentiality of this information. The Bank may also provide this information to financial institutions (including correspondent banks) or persons or entities with whom the Customer has or may have financial and other business dealings and wherever located. Upon the Customer's request, the Bank may give this information to other persons or entities. The Bank may also use this information and share it with Royal Bank of Canada ("RBC") companies including its parent company, affiliates, associate companies and subsidiaries wherever located who shall be entitled to retain copies of any information disclosed hereunder (i) to manage its risks and operations and those of the RBC group of companies and (ii) to comply with valid requests for information about the Customer from regulators, government agencies, public bodies and other entities who have a right to issue such requests. The Customer understands that the Bank and RBC companies are separate, affiliated corporations. RBC companies include affiliates which are engaged in the business of providing any one or more of the following services to the public: deposits; loans and other personal financial services; credit charge and payment card services; trust and custodial services; securities and brokerage services and insurance services.

The Bank may use the Customer information to promote its products and services and promote products and services of select third parties which may be of interest to the Customer. The Bank may also, where not prohibited by law, share the Customer information with RBC companies for the purpose of referring the Customer to them or promoting to the Customer products and services which may be of interest to the Customer. The Customer acknowledges that as a result of such sharing the RBC companies may advise the Bank of those products or services provided to the Customer by the RBC companies. If the Customer also deals with other RBC companies, the Bank may, where not prohibited by law, consolidate this information it has about the Customer to allow the Bank and any of them to manage the Customer's relationship with the RBC companies and the Bank's business.

#### **17. Limitation of liability:**

- 17.1 The Customer is responsible for the full amount of all losses, debts, withdrawals or activity on the Customer's account(s) completed through an Electronic Banking Service resulting from the use of the Customer's Card and/or Authorizing Signature by the Customer or any person to whom the Customer has made the Card or Authorizing signature available.
- 17.2 The Bank may –at its sole discretion- decide not to hold the Customer liable for transactions completed through an Electronic Banking Service where the Customer can prove that the Customer has been a victim of fraud or theft; provided the Customer reports the incident to the Bank forthwith and cooperates fully in any subsequent investigation.
- 17.3 The Bank is not liable to the Customer for any delay, injury, loss, damage or inconvenience that the Customer may incur or suffer resulting from any operational failure, error, malfunction or technical problem of any ATM or POS or Tellerphone<sup>®</sup> telephone banking or Internet Banking Service or Mobile Banking Service or SMS Banking Service or the Bank's system or equipment (or use thereof) or from providing or failing to provide any Electronic Banking Service.
- 17.4 The Bank is not responsible for the acts or omissions of any third party including but not limited to telecommunications providers. Additionally, the Bank is not liable for any act, aggression, theft, loss or damage the Customer may suffer while using the Electronic Banking Services, whether the Customer is on the Bank's premises or on other premises.
- 17.5 If the Customer's Card and/or Authorizing Signature are used for a POS transaction, the Bank shall in no way be responsible for the quality or non-receipt of the goods or services. Any dispute between the Customer and the merchant, including the Customer's rights to compensation or offsetting rights necessary shall be settled directly by the merchant and the Customer. The Bank is not liable if a merchant does not accept the Customer's Card at any time.
- 17.6 Where the Bank becomes liable to make any refund to the Customer, the Bank will credit the Customer's designated account(s) with the refunded amount only on receipt by the Bank of a properly issued credit voucher with appropriate verification or authorization of the refund.
- 17.7 The Customer is responsible for any errors that result from the Customer having incorrectly made any Electronic Bill Payment and acknowledges that the Customer may not revoke or stop the Electronic Bill Payment once initiated. The Customer is responsible for notifying the Bank of any changes to or errors in the Customer's bill information. The Bank may refuse to honour any Electronic Bill Payment and/or funds transfer request if there are insufficient funds in the Customer's designated account(s) and may put a hold on any deposits pending verification.
- 17.8 Any information the Customer receives from the Bank is provided on a best efforts basis for the Customer's convenience and is not guaranteed. The Bank will not be liable for any deficiencies in the accuracy, completeness, availability or timeliness of any information or for any investment or other decision made using any information.
- 17.9 The Bank shall not be liable for any failure or delay by the Bank in processing any Electronic Banking Service transaction which results from any interruption of the Bank's business due to equipment failure or malfunction, energy shortage, fire, flood, civil commotion, acts of terrorism, labour difficulties, (including strike, boycott or slowdown), adverse weather conditions or any other circumstance or event outside the control of the Bank.

#### **18. Lost, stolen or misused card or authorizing signature:**

- 18.1 The Customer will notify the Bank immediately if the Customer's Card is lost or stolen, or the Customer suspects it is lost or stolen, or someone has used it other than the Customer or any authorized person, or the Customer's Authorizing Signature has become known to someone else, or the Customer suspects it has become known to someone else.
- 18.2 Save in the instance of collusion on the part of the Customer, the Customer will not be liable for any transactions resulting from the loss or theft of the Customer's Card or compromise of the Customer's Authorizing Signature that occur after the time the Customer notifies the Bank about the loss, theft or compromise. Such notification shall be made to the Bank whose name, address and telephone numbers can be found at the Bank's branches or at the Bank's website; and which may be varied from time to time without notice.

#### **19. Limitation for authorised and unauthorised use of card:**

Subject to the provisions of any applicable laws and legislation, the Customer will be liable to the extent permitted by law for any loss to the Bank arising from use of the Card by another person not authorized by the Customer during a period beginning when the Card ceases to be in the possession of the Customer or any authorized person and ending when the Card is once more in the possession of the Customer or any authorized person of the Customer and the Customer will be liable for losses of any amount to the Bank arising from use of the Card by person(s) who acquired possession of the Card with the consent of the Customer or any authorized person of the Customer.

#### **20. Indemnification:**

The Customer agrees to indemnify and hold harmless the Bank, its parent company, subsidiaries and affiliates and their shareholders, directors, officers, employees, agents and successors from and against all and any liabilities, damages, claims, losses, costs, actions, proceedings, awards, and expenses, including reasonable attorney's fees, expenses and costs, whatsoever or howsoever made or brought against the Bank by any third party arising out of the use of any Electronic Banking Services by the Customer or any act under this Agreement.

## **21. Cancellation or termination of any electronic banking service or this agreement:**

- 21.1 Unless otherwise provided in this Agreement or agreed to by the parties, the Customer may cancel any Electronic Banking Service by giving no more than fourteen (14) days written notice to the relevant branch of the Bank and, once accepted by the Bank, the Agreement shall not apply with respect to the particular Electronic Banking Service so cancelled.
- 21.2 The Bank may at any time, without notice, withdraw any or all ATM or POS terminal or limit, cancel or vary the whole or any part of the Electronic Banking Service or terminate this Agreement without liability to the Customer.
- 21.3 No post dated Electronic Bill Payment, funds transfer or cash advance will be processed after cancellation. In all cases, the Customer still must fulfil all of the Customer's obligations under this Agreement. The Customer is not relieved of the Customer's obligations until all amounts owed to the Bank, including interest, service charges, fees and costs have been paid in full.
- 21.4 Upon termination of this Agreement, by either the Bank or the Customer, the Customer shall be responsible for the return of the Card (which is the property of the Bank) to the Bank.

## **22. Amending this agreement and service charges:**

The Bank may add or change the provisions of this Agreement and the charges for use of the Electronic Banking Services from time to time. The Bank may notify the Customer of any additional or amended provisions through notice in the Bank's branches and notice may also be given through, but not limited to, notices in the Bank's statements, ATM screens or on the Bank's public internet sites. If the Customer keeps a Card (including a renewal or replacement card) and/or continues to use one or more of the Customer account(s) or uses any Electronic Banking Service after the date of such amendment, then this shall constitute the Customer's acceptance of such amendment.

## **23. Settling disputes:**

- 23.1 All disputes between the Customer and an Electronic Bill Payment company or merchant, including compensation or any off-setting rights (set-off), shall be settled directly between the company or merchant and the Customer.
- 23.2 The Customer and the Bank will attempt to settle any dispute or difference arising out of this Agreement between them amicably. If this amicable resolution is not attained within such reasonable period of time as determined by the Bank in its sole discretion, the Bank may opt to initiate legal process within the Suriname jurisdiction.

## **24. Entire agreement:**

Unless otherwise agreed, this Agreement is in addition to, and to the extent of any inconsistencies with respect to the electronic aspect of the Electronic Banking Services prevails over, all other existing agreements between the Customer and the Bank including any card agreement, account mandate or signature card previously executed by the Customer. Otherwise, in the event of conflict over the operation of the Customer account(s), the specific Customer account(s) agreement, card agreement, account mandate or signature card shall prevail.

## **25. Severability:**

If any one or more of the provisions of this Agreement shall for any reason be deemed void, invalid, illegal or unenforceable, the remaining provisions shall remain valid and in force.

## **26. No waiver:**

The Customer understands and agrees that no delay or failure on the part of the Bank to exercise any right, remedy, power or privilege available under the Agreement shall affect or preclude the Bank's future exercise of that right, remedy, power or privilege.

## **27. Joint and several liability:**

Where the Electronic Banking Services are linked to a joint account, all joint account holders shall be jointly and severally liable under the provisions of this Agreement.

## **28. Succession and assignment**

This Agreement contains the continuing consent and agreement of the Customer and shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns as permitted herein and shall enure to the benefit of the Bank and its successors and assigns. The Customer shall not be entitled to transfer or assign all or any of its rights, benefits or obligations under this Agreement without the prior written consent of the Bank (and/or any of its affiliates where necessary). The Bank may at any time without the prior approval or consent of the Customer transfer or assign all or any of its rights, benefits or obligations under this Agreement to any of its affiliates or any other person. The Bank may disclose to potential or actual transferees or assignees, confidential information regarding the Customer (including any such information provided by the Customer to the Bank) and the Bank shall not be liable for any such disclosure.

## **29. Notices:**

Any instructions to the Bank may be given by the Customer in person at the branch of the Bank at which the Customer account(s) is being carried or delivered to the branch in writing. The Bank, in its sole discretion, may also accept instructions through the post, when received at the relevant branch, by e-mail, facsimile or telephone (electronic instructions).

The Bank will accept the Customer's instructions provided that (i) the instructions will be accepted only for those Customer account(s) or any account(s) related service where only the Customer can give instructions; (ii) the Bank and its parent company, affiliates, associate companies, subsidiaries, directors, officers, employees and agents wherever located will not be liable to the Customer for acting on the instructions of the Customer or those which appear to be from the Customer; (iii) the Customer executes the appropriate indemnity in favour of the Bank for acting upon the instructions; and (iv) service fees will apply for actions taken by the Bank in response to the Customer's instructions; which service fees may be deducted from the Customer account(s) unless otherwise specified by the Customer in writing.

The Bank will use the address and any other contact details provided by the Customer for the account(s) records to contact or provide notice to the Customer. The Customer agrees to advise the Bank of any changes to these details as soon as possible. The Bank may contact the Customer by means, including without limitation, post, computer, Internet, networks, telephone, mobile phones, smart phones, S.W.I.F.T. (Society of Worldwide Interbank Financial Telecommunication), electronic message, facsimile, bank wire or other method of telecommunication or electronic transmission. Any Customer notice shall be deemed to have been delivered when received by the Bank.

**30. Governing law:**

This Agreement shall be governed by the Laws of the Republic of Suriname.

I, the undersigned, have selected my Authorizing Signature and acknowledge receipt of my Card, Activation Code and a copy of the Electronic Banking Agreement. I have read and understood this Electronic Banking Agreement and I agree to be bound by the terms and conditions of this Electronic Banking Agreement.

**Customer(s) Signature(s)**

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Date:

Date:

Date:

Date: