



# ONLINE BANKING APPLICATION FORM

DATE:	
BRANCH:	

Please review the information and indicate agreement by signing in the space provided below.

Full Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_ (Home/Mobile)  
 ID Information: \_\_\_\_\_ (Work)  
 Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

## TYPE OF REQUEST

Activate Online Banking     De-activate Online Banking     Other \_\_\_\_\_

## ADD / DELETE ACCOUNTS

Add / Delete	Account Type	Account #	Joint Account?	Access Type

When making Bill / Merchant Payments, you must ensure that it is no less than three days before the due date and not on the actual due date or the grace period.

## ONLINE BANKING FUNCTIONALITY

Basic Online Banking     Advanced Online Banking

Basic Online refers to banking services limited to internal user transfers with other BOSVG accounts held by the user; it includes password Self-Reset, Bill Payments, Download Statements, View Transaction History, Transfer between Accounts. Advanced Online services include all Basic online features as well the ability to participate in transfers where funds may exit my account to other bank(s) and account holders in other banks locally, regionally and internationally as such but not limited to wire-transfers, electronic funds transfer as well as peer to peer banking with other BOSVG customers. These services also include ability to access other commerce application features and advanced bill payments such as online top-ups for cell phones. Additionally, users can request cash orders, draft orders, complete text banking and new features which may become available in the online banking suite.

## ONLINE BANKING SERVICES AGREEMENT

I agree that my use of any BOSVG electronic banking channel including (Internet, Email, Fax and Telephone) will be in accordance with the following terms and conditions and that my use of any BOSVG 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:

"Communications" means any instructions or information from, or purporting to be from, me or my e-mail 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," "my" "you" and "your" mean the undersigned corporation, partnership, association, sole ownership or individual;

"BOSVG" refers to the Bank of St. Vincent and the Grenadines Ltd, a limited liability company duly incorporated and continued under the laws of St. Vincent & the Grenadines and having its registered office at Reigate, Granby Street, Kingstown, St Vincent & the Grenadines and;

"Password" means 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 (Online), e-mail, telephone, and fax

Any reference in this Agreement to "instructions" or "my instructions" refers to instructions received via the Internet, ("e-mail"), telephone or facsimile.

In exchange for BOSVG and such other subsidiaries or affiliates of BOSVG as may from time to time hereafter come into existence and any successors or assignees of these companies (each known as "BOSVG") agreeing to accept instructions in accordance with this Agreement, given from time to time to the BOSVG office noted above (the "Office"), I agree as follows:

1. **Authorised Instructions.** I authorise BOSVG to accept any 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 stocks, 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 BOSVG and me.

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

2. **Costs and Charges.** BOSVG Internet Banking service is subject to the normal bank charges associated with my account, transactions or services. BOSVG reserves the right to review its pricing from time to time and change or amend charges to the Internet Banking service as deemed necessary and I will be advised of these changes as they become applicable.

3. **Transfer Limits.** I am allowed to make transfers of up to the available balance per day from my account and make cumulative bill payments of up to \$8,000.00 from my account per day via BOSVG Internet Banking provided that a sufficient balance is available at the time of transfer. A higher limit must be explicitly requested and signed for consent, in case of a joint account it must be signed by both account holders.
4. **Password Confidentiality and Liability.** I agree to keep my Password absolutely confidential. I agree to take every precaution necessary to ensure that my Password are never disclosed, accidentally or otherwise, to anyone else at any time. I am solely responsible for maintaining the security of my Password and agree to adhere to the guidelines as set out in the online agreement.
5. **Confidentiality.** I understand that the internet is not a secure medium of communication and BOSVG cannot guarantee the privacy of customer information inputted on the BOSVG website or sent to BOSVG via the internet. I understand that BOSVG may outsource certain security measures to third-party service providers, including service providers located outside of the Caribbean.
6. **Use of e-mail.** If I use e-mail to communicate with BOSVG, I authorize BOSVG to reply to me by e-mail. This includes sending my confidential information to me at my request. If I am an individual, BOSVG 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 unincorporated association, BOSVG will not be required to act on any instructions or communications sent by e-mail communications and that bears both my name (company name) as well as the name of my Authorised signatory (individual name).
7. **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 BOSVG does not use encryption or digital signatures for incoming or outgoing e-mail. I also understand that BOSVG recommends that customers 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 all risks of doing so.
8. **Acting on instructions.** BOSVG may act on instructions and information from, or purporting to be from, me as if I had given BOSVG such instructions or information in writing, until BOSVG has received written notice to the contrary.
9. **Confirmation of telephone and e-mail instructions.** I acknowledge that BOSVG may request that I provide confirmation of telephone and e-mail instructions to BOSVG on the day that they are given by mailing to the BOSVG office a written confirmation signed by me. BOSVG 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.
10. **Validity of Communications.** All my Communications that BOSVG 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 BOSVG (except for BOSVG's gross negligence or willful misconduct) or were different from any of my previous or later Communications. Communications will only be valid at the BOSVG office at which they are received.
11. **Doubts as to my Communications.** BOSVG 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 BOSVG does not understand them.
12. **Information Providers.** Information (including but is 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 BOSVG to be reliable and accurate. **In no event will BOSVG 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, BOSVG and the information providers will not be liable if the information:
13. **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. **BOSVG 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 BOSVG to make a bill payment, I understand that not all merchants treat payments as being received as of the date. I should give bill payment instructions several business days in advance of the date on which I wish payments to be effective. BOSVG will not be responsible for processing delays by merchants.
14. **BOSVG's liability.** BOSVG will not be responsible for any costs, damages, demands or expenses that I may incur due to BOSVG's acting or failing to act upon my Communications (except for BOSVG's gross negligence or willful misconduct). In the event of BOSVG's gross negligence or willful misconduct, BOSVG's liability will be limited to the amount involved in my Communication. BOSVG will not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of profit.
15. **Limitation of Liability.** BOSVG will make every reasonable effort to provide me with access to my account or any services through an Electronic Access Device. BOSVG 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 Device 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, BOSVG will not be liable. The Bank will make all attempts to deliver your e-Statements in a timely manner and in accordance with the law. The Bank shall incur no liability because of circumstances outside the Bank's control that prevent delivery of Electronic Statements or Notices when the Bank has taken reasonable measures to avoid these circumstances.
- for communication malfunctions that affect the accuracy or timeliness of messages or instructions between me and BOSVG and/or which prevent them from being transmitted in whole or in part;
  - for delays or failures in performance resulting from acts beyond BOSVG'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;
  - if I make a mistake when inputting an instruction;
  - if I fail to log off when I leave my personal computer and someone else accesses my account or any service;
  - if, for any reason, I cannot access my account or any service through an Electronic Access Device or the services do not function; or
  - for any harm or loss to my personal computer or any records or data.

Unless prohibited by law, I agree that BOSVG'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 BOSVG.

16. **Indemnity clause.** I will indemnify and save BOSVG harmless from any claims, damages, demands and expenses that BOSVG incurs (other than due to its own gross negligence or willful misconduct), including among other things all legal fees and expenses, arising from BOSVG 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 BOSVG.
17. **Corporation, Partnerships and Associations.** If I am a corporation, partnership or association, BOSVG may only accept my Communications when they are from, or purport to be from, my signing officer(s) who is/are Authorised 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 BOSVG 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 BOSVG'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 BOSVG that such authority has been revoked or the Administrator removes the individual as a delegate user and BOSVG has had sufficient time to process such revocation.

18. **Information provided "As Is":** BOSVG makes every effort to ensure that the Internet Banking site information is accurate and that the materials contained in the Site, including, without limitation, text, graphics, links to web sites, other internet resources or other items (collectively "Site materials") are accurate. The Site information and the Site materials are provided on an "as is" basis. BOSVG reserves the right, in its sole discretion, to modify, alter and/or update the Site information and/or the Site materials, at any time, without notice.

BOSVG does not make any representation or warranty in regard to the accuracy, adequacy, timeliness, or completeness of the Site information and/or the Site materials and expressly disclaims any and all liability for any errors in or omissions from the Site information and the Site materials. No warranty of any kind, implied, express, or statutory, is given in conjunction with the Site information or the Site materials. The Site information and the Site materials are provided as a service only, do not constitute the official version of any of BOSVG's disclosure documents and may not always be the most current source for information about BOSVG. Internet software or transmission problems may produce inaccurate or incomplete copies of Site information and/or Site materials that may be downloaded and displayed on your computer.

19. **No Liability for Use of / Access to the Site:** YOU ACKNOWLEDGE AND AGREE THAT BOSVG WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) ARISING FROM YOUR USE OR INABILITY TO USE AND/OR YOUR ACCESS TO OR INABILITY TO ACCESS THE SITE, THE SITE INFORMATION AND/OR THE SITE MATERIALS, OR AN ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY, COMPUTER VIRUS, SYSTEM FAILURE, LOSS OF DATA OR OTHERWISE, EVEN IF BOSVG OR ITS EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, CONTRACTORS, AGENTS OR REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.
20. **Hyperlinks & Non-BOSVG Sites:** Hyperlinks to other web sites are used at your own risk. BOSVG makes no representations whatsoever about any web site which you may access through the Site. You acknowledge and agree that: (i) when you access any other web site it is independent from BOSVG and that BOSVG has no control over the access to, content of and/or use of that web site; (ii) a link from the Site to any other web site does not mean that BOSVG endorses or accepts any responsibility for the access to, content of and/or use of that web site; (iii) you need to take precautions to ensure that your access from the Site, and access of and/or use of the content of any other web site is free of items including, without limitation, viruses, worms, trojan horses and other items of a destructive nature.
21. **Storing information.** BOSVG may record and store all information relating to my account in such form and by such means as BOSVG sees fit. I acknowledge that BOSVG is not required to retain or return original items (other than to retain and return the items normally returned in accordance with BOSVG's general practice) or to provide me with copies of any account statements, items or other documents. I understand that BOSVG may, in its discretion and subject to availability, provide me with copies of account statements, items or other documents at my request.
- BOSVG may maintain a database of my electronic instructions. BOSVG's records will be conclusive and binding on me in any disputes, including in any legal proceedings, as the best evidence or my electronic instructions, in the absence of clear proof that BOSVG's records are wrong or incomplete. BOSVG 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 BOSVG 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 BOSVG its applicable charges for any searches I request. I acknowledge that BOSVG may, however, require me to pay part of such search fees in advance.
22. **Data processing.** BOSVG 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.
- Consent is given for the sharing of information with such subsidiaries, affiliates, electronic data processing services or organization for the purposes of processing information relating to my account, providing contingency backup of data or any other proper banking purpose. In such a case, BOSVG will not be liable to me by reason of any act, delay or omission of such service bureau or organization in the performance of the services required of it.
23. **Money Laundering.** Money Laundering legislation requires that BOSVG verify the source of funds before accepting deposits or processing transactions to the relevant authorities. Consent is hereby given to BOSVG to disclose this information to money laundering prevention and control officers within BOSVG, for the purpose of ensuring BOSVG complies with money laundering legislation. I will indemnify BOSVG 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 BOSVG's rights and obligations in such matters.
24. **Authorization.** I understand that by executing this Agreement I authorize BOSVG 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.
25. **Changes to this Agreement.** BOSVG 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 amendments (s) that will show I agree and consent to the amendment (s).
26. **Other Agreements.** 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.
27. **Proprietary Interest.** Market data and other information provided through the services is proprietary to BOSVG, the appropriate Information Provider (s) and their licensor (s) and is protected by applicable copyright law. I will not reproduce, sell, distribute, publish or commercially exploit the data without the express written consent of BOSVG and the appropriate Information Provider (s), as applicable. I will only use the market data and information for my own personal or business use.
28. **Termination.** BOSVG may terminate this Agreement at any time without notice. BOSVG will have no liability for any loss or inconvenience that may result. I may cancel this Agreement at anytime by giving BOSVG written notification. The Bank reserves the right, in sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. The Bank will provide you with notice of any such termination or change as required by law; It may be necessary to change the terms or conditions regarding your statement access. In such an event, the Bank will notify you via email communications or written notification.
29. **General.**
- Business hours. BOSVG will act on any of my Communications during the usual business hours of the BOSVG office at which they are received on the earliest banking day possible.
  - Monitoring facilities BOSVG will use reasonable efforts to monitor its communications facilities to determine if it has received any instructions or information from its customers. Since BOSVG's ability to act on my Communications depends upon the normal functioning of various communication facilities, BOSVG is not liable for any delay or failure to receive my Communications.
  - Admissibility. If it wishes, BOSVG may enter any photocopy, computer-generated copy, reproduction, tape recording or transcript of tape recording that BOSVG 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.
  - Changes to list of Authorised Signatories. I may from time to time notify the BOSVG office of changes to the list of Authorised signatories. No change to that list is effective until the BOSVG office has received written notice of the change.
  - Notice. Either party may give notice to the other by personal delivery or by fax communication in accordance with this Agreement.
  - Valid agreement. This Agreement is a valid and binding obligation by me, enforceable in accordance with its terms.
  - 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.
- Governing Law. This Agreement shall be construed in accordance with and governed by the laws of St. Vincent & the Grenadines and each party agrees to submit to the exclusive jurisdiction of the Courts of St. Vincent and the Grenadines.
- This agreement additional. This Agreement is in addition to, and not in substitution for, the terms of any other agreement between BOSVG and me. If any conflict arises between these and any other agreement with me, the terms of this Agreement will prevail.

**APPENDIX**

**APPENDIX A - ELECTRONIC STATEMENT DISCLOSURE AGREEMENT**

By accepting "Bank of St. Vincent and the Grenadines Ltd.'s Electronic Statement Disclosure Agreement", you consent and agree that the Bank may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-Statements) for your Bank of St. Vincent and the Grenadines Ltd deposit account(s). The words "we," "us," "our", "Bank" and "BOSVG" refer to Bank of St. Vincent and the Grenadines Ltd, and the words "you", "your" and "customer(s)" mean you, the individual(s)/customer(s) or entity identified on the Account(s). As used in the Disclosure, "Account" means the account(s) you have with us. "Communication" means any customer agreements or amendments thereto, account statements, disclosures, notices, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing. By selecting E-Statements in Online Banking, you will no longer receive paper statements for your Account(s), and you may also receive Disclosures regarding your Account(s) electronically and not in paper form. An email will be sent to the email address provided above notifying when a new statement is available for viewing.

**Communications Provided in Electronic Form**

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communication to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to: all legal and regulatory disclosures and Communications associated with the Account or the product or service available through Online Banking for your Account; Notices or disclosures about a change in the terms, or change in fees of your Account; Online Banking Agreement; Privacy policies and notices; Monthly (or other periodic) billing or account statements for your Account(s) and Lending disclosures.

**AUTHORIZATION AND AGREEMENT**

By signing below, I/We hereby apply for BOSVG On-Line Banking service (the "Service") and authorize you and your representatives to provide the Service for these Bank of St. Vincent and the Grenadines (the "Bank") accounts indicated above. I understand that the use of the Service is subject to the terms and conditions contained in: (a) the BOSVG On-Line Banking Service Agreement ("the Agreement") which I/We may access when I/We log onto the Service, (b) the Bank's general disclosure for personal and business accounts which I/We received when I/We opened my account(s) and (C) your general account mandates. I/We acknowledge and agree that using, or permitting another person to use, the Service confirms the terms and conditions set forth in the Agreement(s). The Bank will not be liable to me for any loss or damages whatsoever or however caused by the use or otherwise to the service whether directly or indirectly including all and any liability for consequential loss or damage; I/We will not hold the Bank liable should any information whatsoever concerning my account(s) become available to any unauthorized person by whatever means or for whatever reason.

Additionally, the Bank shall not be liable in any way if it is unable to perform its obligations due directly or indirectly to the failure of data processing system (whether by way of hardware or software) or transmission link or to any industrial dispute or from any cause whatsoever outside the control of the Bank, its servants, agents, sub-contractors nor from any incident or data distortion or loss or any consequences thereof which occurred during or as a consequence of the use of the Service.

When using the transfer between account options of the Service, I/We accept full responsibility for saving/printing copies of my/our confirmation statement(s) after the transfer/payment of funds. I/We fully indemnify the Bank against all claims, cost actions or other proceedings whatsoever or however arising out of the use of the Service made or brought against the Bank by any third party.

I/We must indicate that if I/We wish to cancel the Service it must be done by written notification. Non-usage of the Service for 180 days may result in suspension of the Service. I/We agree that any time after such period of non-use, you may discontinue the Service. If my/our Service is discontinued I/We can request its reinstatement by contacting the Bank in writing.

I hereby certify that all statements in this application are true and complete and are made for the purpose of obtaining the Service; authorize you to obtain such information as you may require concerning the statements herein; agree that this application shall remain your property; and acknowledge my responsibility to inform you of any change in name and address within a reasonable time.

**For Joint Accounts**

By signing below, we (customers) hereby authorize you (the Bank) and your representatives to attach the above Joint Accounts with the stated Access Right to the BOSVG On-Line Banking Account, of the applicant. We hereby certify that all statements relating to the above Joint Accounts are true and complete and are an addition to the account mandates that apply to our joint accounts we have with you. We agree that as joint holders of an account we would have access to our account online and would be provided with our own unique password and ID if requested. We understand that in cases where authorization is required from more than one account holder our transaction(s) would not be accepted unless we provide such authorization.

We agree that the BOSVG On-Line Banking Service authorize us to obtain such information as may be required concerning statements herein. We agree that this application shall remain the property of the Bank and we shall acknowledge responsibility to inform you of any changes in name, address and account signing privileges within a reasonable time.

Customer's Name: \_\_\_\_\_ Customer's Authorization: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer's Name: \_\_\_\_\_ Customer's Authorization: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer's Name: \_\_\_\_\_ Customer's Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICIAL USE ONLY**

Prepared By (CSR): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Reviewed By (Supervisor): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Verifications department: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>CIF #</b>	
<b>User ID</b>	
<b>Temporary Password</b>	
<b>Mobile ID</b>	