



Butterfield

P.O. Box 705 | Grand Cayman KY1-1107, Cayman Islands
Tel: (345) 949 7055 | Fax: (345) 949 7959

www.butterfieldgroup.com

BUTTERFIELD ONLINE INTERNET BANKING AGREEMENT

Online Banking

This agreement is between: **Butterfield Bank (Cayman) Limited** Insert hereinafter known as (“Butterfield”) and its Customers / Clients hereinafter known as (the “User”)

1. AGREEMENT FOR PROVISION OF PC-BASED INTERNET BANKING SERVICES

1.1 Remote Banking Services includes the following functions, as may be amended from time to time, collectively called the “Service”:

BALANCE AND TRANSACTION REPORTING

Accruing maximum of 90 days data on:

- Chequing accounts
- Savings account
- Consumer Loan accounts
- Call/Fixed accounts
- Butterfield Asset Management Limited accounts
- Credit Cards accounts

DASHBOARD

- Transactions

ACCOUNTS

- Account Summary
- Account Details
- Account Activity
- Pending Debit Card transactions

STATEMENTS

- Account E-Statements.

BILL PAYMENTS

- Payments to local Companies and Utilities.

CREDIT CARDS

- Credit Card Current Activity
- Credit Card Statement
- Pending Credit Card Transactions

BENEFICIARIES

- Beneficiary Maintenance

TRANSFERS

- Own Account Transfer (between Bank accounts)
- Internal Account Transfer
- Domestic Funds Transfer
- Multiple Accounts Transfer

WIRE TRANSFERS

- Order Wire Transfer (International Money Transfers)

PENDING TRANSFERS AND PAYMENTS

- Pending Transfers And Payments

STANDING INSTRUCTIONS

- View Standing Instruction
- Cancel Standing Instruction

BANK DRAFTS

- Order Bank Drafts

FIXED DEPOSITS

- Fixed Deposit Summary
- Fixed Deposit Activity
- Open Fixed Deposit
- Amend Fixed Deposit

CHEQUES

- Cheque Books Requests
- Stop Cheque Requests
- Cheque Status Inquiry

CUSTOMER REQUESTS

- Submit Customer Request
- Customer Request Status

MY SERVICES

- Bulletins
- Mailbox
- Alerts
- Preferences

FILE TRANSFERS

- EDI (Electronic Data Interchange) file transfer to Butterfield (Corporate clients only)

PAYROLL

- Payroll transfer capability (Corporate clients only)

1.2 This agreement provides the only and full understanding of the above listed parties' agreement. No waiver, alteration or modification shall be binding unless in writing and signed by both parties. Neither the course of conduct between the parties nor trade usage shall act to modify or alter any provision of this agreement.

1.3 Neither party may assign this agreement without the prior written consent of the other party. If any part of this agreement is held invalid, the remaining parts will continue to be valid and enforceable.

1.4 This agreement is to be understood to be for the benefit of the parties hereto solely.

1.5 This agreement is effective from the date of signing by both parties and will remain in full force and effect unless terminated by either party upon thirty (30) days prior written notice.



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1.6. All Bank products and services accessed through the Service will continue to be operated according to their individual ordinary agreements, rules and guidelines, (including charges), as amended by Butterfield from time to time.

1.7 The User agrees:

- (i) to make funds available in accordance with its instructions provided to Butterfield;
- (ii) to make funds available for all applicable charges (referred to in clause 5 below), when due, in a specified account for collection by Butterfield through direct debit;
- (iii) that any charges collected by Butterfield, which are not disputed in writing to Butterfield within thirty (30) days of their collection will be considered accepted by the User.

1.8 Where Butterfield is a party to a dispute, the electronic records retained by Butterfield shall serve as the sole and accurate record of the information recorded therein and shall be admissible in a court of law as such, with equal evidentiary value as a duly authorised paper document.

1.9 Butterfield reserves the right to terminate this Agreement with immediate effect in the event that legal, regulatory, or other governmental decisions or developments would or might, in its sole opinion, preclude or impede Butterfield from providing the Service.

1.10 Butterfield may, at its absolute discretion and with immediate effect, suspend services should Butterfield, in its sole opinion, consider that activity has occurred which constitutes fraudulent use of the Service, attempts to perpetrate fraud through the Service, violates regular account operation rules and regulations, Bank policy, or Cayman Islands Law and Butterfield shall not be obliged, in any such case, to specify the precise nature of its concerns, but may simply make reference to this clause.

1.11 The User agrees that it will not utilise the service other than for the purpose contemplated by this Agreement including without limitation re-selling, re-copying or re-communicating in any electronic form. The information or any part thereof, obtained from the medium from which the Service is stored, shall not be disclosed to any third party (except where such third party is a parent, subsidiary or affiliate of the User located in the Cayman Islands) unless the prior written consent is obtained from Butterfield and subject to such terms and conditions as may be solely determined by Butterfield.

1.12 Butterfield may, in its absolute discretion, suspend the Service for non-payment of charges due by the User to Butterfield.

2. EQUIPMENT & SOFTWARE

2.1 The User alone is solely responsible for the expense, installation, upgrade, maintenance and security of all hardware, software, and provision of telecommunications used to access the Service.

2.2 The User acknowledges that it does not own any right of copyright or other intellectual property rights in the Service and is subject to the conditions of confidentiality specified in clause 4 below.

If the User accesses the Service from a country outside the Cayman Islands, the User shall be responsible for complying with the laws and regulations of that country.

3. AUTHORISATION & SECURITY

3.1 The User authorises Butterfield to act upon instructions received through the Service for the transfer of funds or other Bank services in accordance with Butterfield's operating procedures, rules and guidelines (as the same may be amended from time to time). Any action taken by Butterfield on such instructions will have the same legal effect and will bind the User as fully and effectively as if they had been given in writing and signed by a duly authorised signatory of the User, regardless of whether the person purporting to give such instructions was or was not an authorised signatory of the User.

3.2 Butterfield will provide the User with a User Identifier, and a User Password. Each authorised operator will have a separate identifier and password. The User understands and agrees that the User alone is solely responsible for the selection, use, confidentiality and protection of passwords and identifiers. In addition it employs another layer of security by utilising knowledge based answers and/or call to verify technology. Butterfield may, at its sole discretion may deny access to the system for security reasons.

3.3 The User will report to Butterfield in a timely manner in writing, any suspected breach in the User's security through access to the Service. Such notice will be effective when received by Butterfield. Butterfield is not liable for any losses that occur should there be a breach in the User's security prior to receipt of notice of the breach by Butterfield.

3.4 Butterfield like most financial institutions has experienced Phishing attacks. If you have recently responded to an e-mail that requested you visit a website to update your account information, please contact Butterfield at (345) 949 7055 so that the Bank can take the appropriate action. Such e-mails are fraudulent and designed to enable criminals to gain unauthorised access to your account(s). Butterfield will NEVER request any personal or account information from you via e-mail and you are advised not to respond to e-mails that request such information, open attachments, or click on links contained therein.

4. CONFIDENTIALITY

Butterfield will take all commercially reasonable precautions to ensure the confidentiality of the User's files, records and data. The User will hold all information, documentation, and specifications relating to the Service as being confidential and proprietary to Butterfield. The User agrees that it will at no time during the term of this agreement or after its termination disclose or otherwise transmit, directly or indirectly, any such information to any third party without the prior written consent of Butterfield. These obligations of confidentiality do not apply to necessary disclosure to auditors in the course of audit, to any governmental agency under any statutory obligations, where required by law, and/or where such information is already in the public domain.

5. CHARGES

5.1 There is no set-up or monthly fees associated with this product. However, Butterfield reserves the right to charge the Customer a fee for using the Service and the Software. Butterfield may introduce such fee on giving the Customer thirty (30) days written notice.

5.2 Butterfield may amend charges/fees associated with the delivery of this service at any time without prior notice to the User.

5.3 A link to the standard Bank transaction charges/fees are located on the Butterfield Online Dashboard Page and are applicable to Drafts/Managers Cheques, Wires, Third Party Payments, Bulk Payments and EDI.



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5.4 Foreign exchange charges will be automatically calculated by the system and will be included in the total transaction amount.

6. REVISIONS AND IMPROVEMENTS

Butterfield reserves the right to make changes, at any time, in: the rules of operation, accessibility, security procedures and provisions, type and location of Service resources, administration, features and functions.

7. WIRE PAYMENTS MADE VIA BUTTERFIELD ONLINE LIABILITY DISCLAIMER

Butterfield accepts no responsibility and/or liability for wire transfers not delivered because the customer has not accurately and completely entered all of the required information into the Butterfield Online wire payment generation system. It is the customer's responsibility to verify that all of the required information has been entered correctly into Butterfield Online. The customer can check the wire payment history on Butterfield Online, to verify that a transfer was successfully completed. In addition, customers are responsible for taking note of notices posted on the Butterfield Online home page regarding changes to wire transfer procedures and requirements instituted from time to time by the various international banking and clearing organisations.

8. LIMITATIONS OF LIABILITY

8.1 Butterfield is not liable for acts of God, machine or system breakdown or malfunction, interruption or malfunction of telecommunications (including but not limited to Internet Service Provider or Internet Browser software), electrical power or other third party services, labour difficulties, or any other cause beyond its reasonable control. Butterfield will take reasonable care in the performance of its obligations under this agreement. Under no circumstances will Butterfield be liable for indirect, special or consequential damages, even if it is advised of the possibility of such damages.

8.2 Under no circumstances will Butterfield authorise any of its employees to install, maintain, or otherwise modify any of the User's equipment, hardware or software. Butterfield will under no circumstances be liable for the performance or security of the User's hardware, software, or telecommunications services.

8.3 Butterfield will not be liable for the insolvency, neglect, misconduct, mistake, default or actions or inaction of any third party, including but not limited to charges imposed or other action taken by a payee or merchant resulting from a late or missed payment

9. INTERNATIONAL TRANSFER SPECIAL RULES

9.1 Once an international transfer has been sent, it may not be cancelled or amended. You may request an international transfer be recalled, and we will communicate your request to the beneficiary's bank. If the beneficiary's bank agrees to return the funds to us, then upon confirmation of receipt of funds in our account, we will credit your account at the current Butterfield retail buy rate for that currency set on that day (see below). Please note that the exchange rate will be different from the original rate applicable to the Outbound transfer, which may result in a loss to you. Furthermore, the beneficiary's bank may assess charges for their services, which will be deducted from the amount returned to you. We will have no liability to you if the beneficiary's bank or foreign beneficiary refuses your request to recall the international wire transfer.

9.2 If an international transfer is returned by the receiving bank or beneficiary's bank for no fault of ours, we will credit your account at the current Butterfield retail buy rate for the currency set on that day (see below). Please note that the exchange rate will

be different from the original rate applicable to the Outbound transfer, which may result in a loss to you. Furthermore, a returning bank and/or beneficiary's bank may assess charges for their services, which will be deducted from the amount returned to you.

9.3 The exchange rate that Butterfield will offer you or assign to your transaction is determined by Butterfield based upon market conditions. We consider many factors in setting our exchange rates including without limitation exchange rates charged by other parties, desired rates of return, market risk and credit risk. Exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from Butterfield's rates. We do not accept any liability if our rates are different from rates offered or reported by third parties, or offered by us at a different time, at a different location, for a different transaction amount, or involving a different payment media (banknotes, check, wire transfer etc.)

10. BUTTERFIELD ONLINE EXECUTED AGREEMENT

This agreement shall be deemed valid and will be executed immediately upon the User signing the Butterfield Online Internet Application.

11. GOVERNING LAW & JURISDICTION

This agreement shall be governed and construed in accordance with Cayman Islands Law and the User submits to the non-exclusive jurisdiction of the Cayman Islands Courts.

Print name: _____

Signature: _____

Date: _____