

Butterfield Online Personal Banking Application

Personal details

Salutation: Mr. Mrs. Miss Dr.

Customer name:

 First Last

 E-mail

 Address

 Date of Birth (dd/mm/yy)

 Telephone Mobile

Would you like the option to send Wires: Check Box if Yes

I / We request Butterfield Bank (Cayman) Limited to activate the use of Butterfield Online Internet Banking Service ("The Service").

I/We have read, agree to and will comply with the terms and conditions of "The service" as detailed in the Butterfield Online Personal Banking Agreement.*

 Printed Name Signature Dated (dd/mm/yy)

FOR BANK USE ONLY

Approved By

 Name Signature Dated (dd/mm/yy)

Check By

 Name Signature Dated (dd/mm/yy)

Reference Number

Customer Number

*See the Butterfield Online Personal Banking Agreement on the reverse side.

Butterfield Bank – Butterfield Online

Personal Banking Agreement

1. DEFINITIONS:

1.1 In this Agreement the following terms shall have the corresponding definitions:

“Agreement” means this Personal Banking Agreement as supplemented by the Schedule of Fees and the Online Tutorial.

“Application” means the Butterfield Online Personal Banking Application submitted by the Client to the Bank requesting the Service in respect of the Service Accounts.

“Authorised User ID and Password” means any User ID and password assigned by the User Administrator to each authorised User of the Service (which password may be amended by the Client from time to time) to allow access to the Service.

“Butterfield”, “Bank”, “we”, “us” and “our” means Butterfield Bank (Cayman) Limited, Butterfield Money Market Fund Ltd. – USD, Butterfield Money Market Fund Ltd. – CAD, Butterfield Money Market Fund Ltd. – GBP, Butterfield Money Market Fund Ltd. – Euro, Butterfield Liquid Reserve Fund Ltd., Butterfield US\$ Bond Fund Ltd., Butterfield Capital Appreciation Bond Fund Ltd., Butterfield International Income Fund Ltd., Butterfield Equity Fund Ltd., Butterfield Asia Fund Ltd., Butterfield Select Fund, Butterfield International Balanced Fund USD, Butterfield International Balanced Fund STG and/or Butterfield Global Blue Chip Fund.

“Butterfield Online”, “the Service”, “online banking service” means the service which provides access to the Bank’s computer system and enables clients access to, including giving instructions on, their own accounts with the Bank.

“Client”, “Account Holder”, “you”, “user(s)” means the customer(s) applying to use Butterfield Online.

“Client User ID and Password” means the User ID and password provided by the Bank to the Client pursuant to the Application (which password may be amended by the User Administrator from time to time) to allow access to the Service.

“Service Account” means any account that may be an account of the Client with Butterfield, as specified in the Schedule to the Application (or any other document), which the Client wishes to access using the Service.

“Schedule of Fees” means the schedule published by the Bank from time to time specifying the Bank’s fees for services including Butterfield Online.

“User” means any account holder of the Service Account authorised to operate any Service Account.

“User Administrator” means the individual(s) delegated by the Client in the Application who is responsible for assigning Authorised User IDs and Passwords, as well as assigning authorisation levels to Users.

“Online Tutorial” means the Online Tutorial published by the Bank for use of Butterfield Online (as amended by the Bank from time to time).

2. AGREEMENT FOR PROVISION OF SERVICE

2.1 This Agreement provides the only and full understanding of the terms and conditions for use of the Service. No waiver, alteration or modification shall be binding unless in writing and approved by the Bank. Neither the course of conduct of the Client nor trade usage shall act to modify or alter any provision of this Agreement.

2.2 The Client may not assign this Agreement without prior written consent of the Bank. If any part of this Agreement is held invalid, the remaining parts will continue to be valid and enforceable.

2.3 This Agreement shall be for the exclusive benefit of the Bank and the Client.

2.4 Operating parameters, hours of service, and deadlines are described in the Online Tutorial. The Bank may amend the Online Tutorial at any time. The Client’s continued use of the Service subsequent to the issue of any amendments shall constitute acceptance of the amendments.

2.5 Where the Bank is a party to a dispute, the electronic records retained by the Bank shall (save in the case of fraud or manifest error) serve as the sole and accurate record of the events and shall be admissible in a court of law as such, with equal evidentiary value as a duly authorised paper document.

2.6 The Bank reserves the right to cancel 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 the Bank from providing the Service.

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

3. AUTHORISATION & SECURITY

3.1 The Client authorises the Bank to act upon instructions received through the Service for the transfer of funds or other Bank services in accordance with the Bank’s operating procedures, rules and guidelines (as may be amended from time to time). Any action taken by the Bank on such instructions will have the same legal effect and will bind the Client as fully and effectively as if they had been given in writing and signed by the Client.

3.2 The Bank will provide the Client with a single Client User ID and Password to obtain access to the Service. For ‘AND’ accounts Client User ID and Password may be shared between account holders.

3.3 The Client understands and agrees that they alone are solely responsible for the selection, use, confidentiality, and protection of passwords and identifiers. The Bank may, at its sole discretion, deny access to the system for security reasons.

3.4 No confirmation is required by the Bank from the Client on properly authorised transactions or instructions sent from the Client to the Bank using the Service.

3.5 The Client confirms that authorised Users of the Service shall be restricted to the joint-account holders of the account only. Further, all account holders confirm and agree that online transactions are limited to Banking services available online.

3.6 All Bank products and services available and accessed through the Service will continue to be operated according to their individual ordinary agreements, rules and guidelines, (including fee schedules), as amended by the Bank from time to time. However, section 3.5 overrides any existing mandates, authorities and arrangements you have with the Bank on your existing accounts.

3.7 The Client will report to the Bank in a timely manner in writing, any suspected breach in the Client’s security through access to the Service. Such notice will be effective when received by the Bank. The Bank is not liable for any loss that occurs should there be a breach in the Client’s security prior to receipt of notice of the breach by the Bank. The Client is solely responsible for advising the Bank to (a) Block users from access to Butterfield Online, and (b) Add and/or remove Service Accounts. Such advice shall be in writing to the Bank and signed by all parties to the account or through the Secure Messaging option via Butterfield Online.

4. JOINT ACCOUNT HOLDER(S)

4.1 Joint ‘OR’ account holders will be provided with individual Client User ID and Password for access to the Service.

4.2 Joint ‘AND’ account holders will be provided with one Client User ID and Password for access to the Service. Holders of joint ‘AND’ accounts (requiring two signatures) will be limited to view only access.

4.3 All account holders will sign the Butterfield Online Application Form to confirm (remove the word “joint”) agreement to use the Service as well as to confirm joint agreement to the (delete “these”) terms and conditions herein.

5. CONFIDENTIALITY

5.1 The Bank will take all commercially reasonable precautions to ensure the confidentiality of the Client’s files records and data. The User will hold all information, documentation, and specifications relating to the Service as being confidential and proprietary to the Bank. 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 the Bank. 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.

6. LIMITATIONS & LIABILITY

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

6.2 Under no circumstances will the Bank authorise any of its employees to install, maintain, or otherwise modify any of the Client’s equipment, hardware or software. The Bank will under no circumstances be liable for the performance of the Client’s hardware, software, or telecommunications services.

6.3 The Bank 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, such as applicable finance charges and late fees.

7. REVISIONS & IMPROVEMENTS TO THE SERVICE

7.1 The Bank reserves the right to make changes in the rules of operation, accessibility, security procedures and provisions, type and location of Service resources, administration, features and functionality.

8. EQUIPMENT & SOFTWARE

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

8.2 The User acknowledges that it does not own any copyright or other intellectual property rights in the Service and is subject to the conditions of confidentiality specified in clause 5 above.

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

9. NOTICES

9.1 Any notice or communication under or in connection with this Agreement (other than the options available electronically through Butterfield Online) shall be in writing and shall be delivered personally or shall be sent by fax or by registered post as follows:

To the Bank at: **Butterfield Place**
12 Albert Panton Street, P.O. Box 705
Grand Cayman KY1-1107, Cayman Islands.
Fax: 345-815-7975
Attn: Electronic Banking Department

To the Client at: The address specified in Bank records. Or at such other address as the parties notify to the others.

9.2 Proof of faxing, delivery or posting shall be deemed to be proof of receipt:

- (a) in the case of a notice or communication faxed, on the day it is faxed if faxed before 5:00pm on a day when banks are ordinarily open for business in the Cayman Islands or otherwise on the next such day;
- (b) in the case of a notice or communication personally delivered, on the date of delivery; and
- (c) in the case of a notice or communication sent by registered post, on the third day after posting.

10. TERMINATION OF SERVICE

10.1 The Service may be suspended or terminated at the discretion of the Bank.

10.2 The Client may terminate use of the Service by sending written instructions to the Bank.

11. GOVERNING LAW & JURISDICTION

11.1 The construction, validity, and performance of this Agreement will be governed by Cayman Islands Law. The Client submits to the non-exclusive jurisdiction of the Cayman Islands Courts.