

This application may be used to open (2) different accounts provided the account mandates, signatories and statement of purpose are the same for both. The completion and delivery or mailing of an application to First Citizens Bank (Barbados) Limited shall constitute acceptance of the Bank's Terms & Conditions.

Account Name _____
 Mailing Address for Account Statements _____

JOINT ACCOUNT MANDATE (if applicable)

For the purpose of this mandate, I/we authorise First Citizens Bank (Barbados) Limited to accept instructions from any one of the account holders or all jointly, as detailed in the Terms & Conditions until we give the Bank notice to the contrary in writing.

ACCOUNT INFORMATION

Chequing Options: Regular BB\$ Other _____
 Savings Options: Regular Smart Start 50+ Super Saver BB\$ Other _____
 Fixed Term Deposit Options: 1 year 2 year 3 year 4 year 5 year BB\$ Other _____
 Special Services Premium Banking Other _____

BANK USE ONLY

Staff Yes No Client New Existing Account New Amended
 Account Number _____ Account Number _____
 Completed by _____ Date (dd/mm/yyyy) _____

CUSTOMER INFORMATION

RIM # (FOR BANK USE ONLY)	FIRST APPLICANT	SECOND APPLICANT	THIRD APPLICANT
	Title and Given Names _____		
	Last Name _____		
	Nationality _____		
	Citizenship _____ <input type="checkbox"/> Resident <input type="checkbox"/> Non-resident		
	ID Type and Number _____ <small>(see reference and identification requirement on back)</small>		
	Date of Birth (dd/mm/yyyy) _____		
	Phone _____ Home Work Cell Home Work Cell Home Work Cell		
	E-Mail _____		
	Permanent address and postal code _____		
	Occupation _____ <small>(If self-employed please state nature of business)</small>		
	Name and address of employer _____		
	Applicant Signature(s) <small>(please sign within block)</small>		

ATM/DEBIT CARD

Existing Cardholder(s). Please provide First Citizens Card number: _____
 New Cardholder(s). Please designate the account type and currency that will serve as your primary account for debit card transactions:

Collect from Broad Street Big B JB's Collymore Rock Somerley Mail

INTERNET BANKING

New Existing New Existing New Existing
 If new user, complete the following:
 Define currency for viewing your accounts _____
 Secret question (max of 50 characters) _____
 Secret answer (max of 50 characters) _____
 City of Birth _____

CHEQUES

Yes No
 Name, address and phone number(s) to appear on cheques: _____
 Cheque Style: With stubs Without stubs
 Collect From: Broad Street Big B JB's Collymore Rock Somerley
 Style # _____ No. of books requested _____

OPERATION OF ACCOUNT(to be answered by any one of the account owners)

What is the purpose of this account? _____

Non-residents only: why have you chosen to establish the account in Barbados? _____

Non-residents only: do any of the account holders have a connection with Barbados (e.g. family ties, property ownership, frequent visitor, business related dealings)?
If so, please provide details. Yes No

Is this account being held for the benefit of another party other than those named on the account? Yes No

If so, please state their name(s): _____

ACCOUNT FINANCIAL DETAILS

Amount of initial deposit: \$ _____

Initial funds will be deposited via: Electronic Funds Transfer Bank draft Internal transfer Personal cheque Cash
 Other (please describe): _____

Where are the funds coming from? Self or from other individual / entity / (name): _____

Location of origin (city, country): _____

How were the initial funds acquired? _____

Source of incoming future funds (select all that apply):

Salary Rental income Commissions & fees
 Sales revenue Investment income Other (please describe): _____

Method of incoming funds (select all that apply):

Electronic Funds Transfer Bank drafts Direct deposit Cash
 Internal transfers Personal cheques Third party cheques Other (please describe): _____

Method of outgoing funds (select all that apply):

Electronic Funds Transfer Bank drafts Debit Card Cash
 Internal transfers Personal cheques First Citizens Online Internet Banking Other (please describe): _____

Estimated total monthly incoming funds: \$ _____ Estimated total monthly outgoing funds: \$ _____

DECLARATION

- (i) I/We will be the beneficial owner(s) or signatory(ies) of the account for which the application is being made.
(ii) This account is not being acquired in violation of any applicable law.
(iii) I/We confirm that I/we will comply with all tax and exchange control reporting requirements imposed by any applicable jurisdiction in respect to this proposed account.
(iv) The information provided above is true to the best of my/our knowledge, information and belief.

Signatory (Print Name) _____ Signatory (Signature) _____ Date (dd/mm/yyyy) _____

REFERENCE AND IDENTIFICATION REQUIREMENTS

We require the following additional documentation to open and operate a personal account.

NEW Customers are required to provide the following documentation in addition to their completed application form:

- Verification of Nationality.** Barbadian Residents must provide: i) an original or notarised copy of a valid passport or ii) a government issued photo identification such as a Barbados ID Card. Non-Barbadian Residents and Non-Residents must provide an original or notarised copy of a valid passport. Identification should state the true legal name, date of birth and nationality of the account holder(s).
- Verification of Banking History.** Resident applicants with no existing accounts will be required to provide a bank reference for chequing accounts only. Non-residents must provide a bank reference for all retail accounts. The bank reference should be from an institution with which they have an established relationship and addressed to:
Banking Services
First Citizens Bank (Barbados) Limited
P.O. Box 1256
Bridgetown, BB11000, Barbados
- Verification of Address.** A document verifying street address is required. For residents of Barbados, a recent utility bill, the relevant page of a telephone directory or electoral poll listing is acceptable. For non-residents, a current utility bill showing their street address is acceptable.
- Minimum Opening Balance.** Please see the front of this brochure for the minimum opening balance for your chosen account type.
- Verification of Barbados Residency (Non-Barbadians only).** An official immigration document is required if you are resident in Barbados and are not Barbadian.
- Verification of Main Source of Income (Non-residents only).** Non-residents must provide documentation to support their main source of income (e.g. pay slip, letter from employer or trust, investment statement, etc.).

EXISTING Customers are required to provide the following documentation in addition to their completed application form:

- Minimum opening balance.** Please see the front of this brochure for the minimum opening balance for your chosen account type.
- Photo identification.** Any government issued photo identification stating the true legal name, date of birth and nationality of the account holder(s).
- Verification of Address only if address listed on existing accounts has changed.** For residents of Barbados, a recent utility bill, the relevant page of a telephone directory or electoral poll listing is acceptable. For non-residents, a current utility bill showing their street address is acceptable.

It is Bank policy to verify the source of funds before accepting or executing any transaction.

BANK USE ONLY

Approved by Compliance	_____	_____	_____
	Name (Print)	Signature	Date

Submit Form

Print Form

Clear Form

INDEMNITY RE INSTRUCTIONS GIVEN BY TELEPHONE/TELEFAX

I/We, the undersigned client(s) of First Citizens Bank (Barbados) Limited, (hereinafter called the Bank), authorize the Bank to accept from time to time and to act immediately upon instructions purporting to have been telephoned by me/us or sent by me/us by telefax.

It is understood that such messages will be sent entirely at my/our risk and that the Bank may assume that they are given with my/our authority. The Bank will not be held liable for any mistake or omission which may happen in the transmission of the message nor for its misinterpretation when received.

Furthermore I/we agree to keep the Bank fully indemnified against any claims, liabilities or losses which it may incur by reason of action under the authority.

Place and Date:

Signature(s):



TERMS & CONDITIONS OF SAVINGS ACCOUNTS

The Terms and Conditions apply to individual and joint accounts only and do not apply to corporate or partnership accounts.

I/We hereby request you to open or continue any account operated with First Citizens Bank (Barbados) Limited (hereinafter referred to as the "Bank"), and I/We hereby agree that all such accounts (each an "Account"), opened now or in the future in my/our name(s) shall be operated in accordance with the following terms and conditions (the "Conditions").

1. I/We agree that this agreement shall be governed by and construed in accordance with the applicable laws of Barbados, all future amendments thereof, all regulations passed or hereafter to be passed by the Board of Directors pursuant to said enactment and by all rules and practices of said Bank relating thereto including interest, service charges etc.
2. The personal information provided in the Account Holder(s) Information is accurate and complete and I/We commit to inform the Bank of any changes in my/our status that could affect the operation of the Account and in the absence of such notice of change, mail addressed to myself/us at the mailing address specified on the attached form shall be deemed to be properly addressed and effective.
3. In the case of joint Accounts, we authorize the Bank to conduct our Account as follows until we give the Bank notice to the contrary in writing:
 - a) to pay honour and debit to any Account any orders or instructions authorizing payments given in accordance with the Joint Account Mandate whether such Account is in credit or overdrawn but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft and;
 - b) to deliver up anything held by the Bank by way of security or for safe custody collection or any other purpose whatsoever on our Account against the written receipt or instructions given in accordance with the Joint Account Mandate.
4. In the case of Joint Accounts, we agree with the Bank that on the death of any one of us then any money for the time being standing to the credit of the said Account(s) and anything held by the Bank by way of security or for safe custody collection or any other purpose whatsoever may be held to the order of the survivor(s) of us.
5. In the case of Joint Accounts, we agree that any liability incurred by us to the Bank and carried out by the Bank in accordance with the Joint Account Mandate shall be several as well as joint.
6. Notwithstanding the Conditions, the Joint Account Mandate or any future mandate or other agreement or course of dealing between the Bank and myself/us, the Bank is requested and authorized, but not obliged, to rely upon and act in accordance with any notice, demand or other communication which may from time to time be given by any verbal, telephone, telegraphic, telex or electronic message if believed by the Bank to be genuine and to be presented or delivered by or on behalf of me/us, without incurring liability should it be false or there be any error or ambiguity therein.
7. I/We agree that overdrafts or negative balances may not be allowed unless prior arrangements have been made and that cheques may be returned unpaid in order to maintain the Account in credit. Notwithstanding the aforementioned I/we understand that in the event a customer - initiated transaction inclusive of ATM withdrawal, causes the Account to be placed in a negative or overdrawn position, an unsanctioned item fee for each unauthorized transaction based on the Bank's Schedule of Charges will be applied to the Account. Further, an interest charge over First Citizens Bank (Barbados) Limited's prime rate or at such other rate as may be established by the Bank from time to time will be applied to the overdrawn balance of the Account.
8. The Bank will issue periodic statements showing debits, credits, interest and balances in the Account. I/we shall verify the correctness of each statement received and must notify the Bank within 30 days of the preparation date of the statement, of any omissions from or additions wrongly made to, or inaccurate entries in the Account.

9. 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 authorized paper document. Further, if the Account is involved in any legal proceedings, actual or threatened, in which the Bank is not a party, or any garnishee proceedings, then I/we agree to pay the Bank for its reasonable legal costs and time taken in dealing with the matter. Any amounts so due may be set-off against the balance of the Account.
10. I/We agree that all deposits to the Account will be credited subject to clearance and final payment and the Bank's responsibility for the collection of such items shall be limited to the exercise of reasonable care in its selection of collection agents and further authorize the Bank to correct any errors which may occur in respect of my/our Account without my/our further authority.
11. The Bank may refuse a deposit, limit the amount which may be deposited, return all or any part of deposit, or close any account by giving thirty days notice and without specifying any reason therefor. When notice requesting the withdrawal of a deposit or part thereof is given to a depositor, interest shall immediately cease, in the case of savings Accounts, on such a deposit or any part thereof.
12. I/We understand that cheques in most major currencies will be accepted for the credit of an Account. These will be converted to the currency of the Account at the Bank's exchange rate ruling on the day of the conversion. They will be credited under usual reserve with value given in accordance with the Bank's arrangements for each currency.
13. I/We agree to pay any applicable service fees and charges which the Bank may impose from time to time in accordance with the Bank's Schedule of Charges or change without giving me/us prior notice.
14. In the case of a chequing Account, I/we understand that it is incumbent upon me/us to endeavour to prevent fraud on the Account through the safeguarding of any cheques issued by the Bank on the Account and commit to inform the Bank immediately in writing should such cheques become lost, stolen, or suspected of being in the wrongful possession of another.
15. I/We represent and warrant that I am/we are the beneficial and legal owner of the Account and have full legal capacity to open the Account and enter into this agreement.
16. The Bank reserves the right to change, amend, or add to these Conditions without giving prior notice of such change or alteration.

In addition to the Conditions, the following specific terms and conditions apply.

17. All deposits will be entered on the books of the Bank, and only cash deposited will be subject to immediate withdrawal.
18. Interest at a rate to be determined by the Bank will be computed on the daily balance on deposit for every three month period ending on the last day of, and credited as at the last business day of, March, June, September and December in each year. Changes from time to time to the prevailing interest rate will not be notified to depositors but will be displayed in the public service areas of the Bank.
19. Whenever from time to time during the existence of the savings Account there are periods of time in each case of three consecutive years or more during which there shall have been no deposit or withdrawal then the account shall be deemed inactive and will incur a dormancy fee during such periods of time in accordance with the Bank's usual charges.
20. The depositor waives the right to draw cheques or drafts against the Account. The Bank will endeavour to prevent fraud on its depositors, yet every payment made in the exercise of reasonable care to any person shall be a good and valid payment and shall relieve the Bank from all liability to the depositor or his/her representative for the amount so paid.
21. The Bank will not recognise any transfer of assignment in whole or in part of the amount due a depositor unless it shall have written notice thereof, in form satisfactory to it.

The undersigned hereby expressly accept the Terms and Conditions noted above

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REFERRED BY: _____

REFERRAL DATE: _____



First Citizens

First Citizens Bank (Barbados) Limited | Mutual Building | #1 Beckwith Place
Lower Broad Street | Bridgetown | Barbados
www.firstcitizensbb.com

FIRST CITIZENS ONLINE INTERNET BANKING APPLICATION

Personal Banking

CLIENT INFORMATION

Name: Last _____

First _____

Address: _____

Mailing: _____

Email: Home _____

Business _____

Telephone:

Home

Business

Cellular:

Home

Business

Fax:

Home

Business

ACCOUNT INFORMATION

Only the following **First Citizens** account types should be entered below:

Chequing, Savings, Term Deposit (Call & Fixed) and Loans.

Account Number(s)	Account Name

Printed Name: _____

Customer Signature _____

Dated ___/___/___ (dd/mm/yy)

BANK USE ONLY

Entered By	Name: _____	Signature: _____	Dated ___/___/___ (dd/mm/yy)
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First Citizens

First Citizens Bank (Barbados) Limited | Mutual Building | #1 Beckwith Place
Lower Broad Street | Bridgetown | Barbados
www.firstcitizensbb.com

FIRST CITIZENS ONLINE INTERNET BANKING APPLICATION

Personal Banking

Approved By	Name: _____	Signature: _____	Dated ___/___/___ (dd/mm/yy)
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Personal Application Form Explanation

ALL FIELDS MUST BE COMPLETED BEFORE SUBMITTING THE APPLICATION FORM TO THE BANK.

Page 1. Client Information

- Last Name: Your last name/surname.
- First Name: Your Given/Christian name.
- Address: Your current address.
- Mailing: The mailing address if different from the address.
- E-mail: Your business and personal e-mail address.
- Telephone: The telephone numbers for your Home and Business.
- Fax: The fax numbers for your Home and Business.

***In case you forget your password, these fields will be used to confirm your identity.**

Account Information

- Account Number(s): The series of digits that uniquely identifies your account(s). Only Checking, Savings, Term Deposit (Call & Fixed), Loans and Credit Cards should be entered.
- Account Name: The name of the account registered with the Bank.



First Citizens

First Citizens Bank (Barbados) Limited | Mutual Building | #1 Beckwith Place
Lower Broad Street | Bridgetown | Barbados
www.firstcitizensbb.com

FIRST CITIZENS ONLINE INTERNET BANKING AGREEMENT

Personal Banking

This agreement is made and entered into between First Citizens Bank (Barbados) Limited, a company registered under the laws of Barbados with registered office at 1st Floor Carlisle House, Hincks Street, Bridgetown in Barbados (hereinafter known as the "Bank") and [name individual or company] (hereinafter known as the "User").

1. Agreement for Provision of PC-based Remote Banking Services (hereinafter known as the "Agreement")

1.1. The Bank hereby agrees to provide remote banking services to User on the following terms and conditions. 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 accounts
- Consumer Loan accounts
- Call/Fixed accounts
- First Citizens Asset Management Limited accounts
- Credit Card accounts

Money Transfer

- Intra-account transfers (between Bank accounts)

Account Group Management

- Account portfolio management

Third Party Payment

- International Money Transfers (wires), Drafts & Manager's Cheques

Bill Payments

- Payments to Companies registered in Barbados and Utility companies in Barbados.

File Transfers

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

Bulk Payment

- Single or Multiple credits to accounts held at the Bank. This will allow one or more credits to the User's own accounts and/or to third party accounts held at the Bank.

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. The User shall not assign this Agreement without the 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.

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.

1.6. Operating parameters for the provision of the Service are described in the User Guide (also known as the First Citizens Online Internet Banking Brochure). The Bank may amend the User Guide at any time on fourteen (14) days written notice to the User. The User's continued use of the Service after the fourteen day notice period has passed shall constitute acceptance of the amendments.

1.7. All Bank products and services accessed through the Service will continue to be governed by the relevant individual ordinary agreements, rules and guidelines, (including charges), for each product and service as amended by the Bank from time to time.



FIRST CITIZENS ONLINE INTERNET BANKING AGREEMENTPersonal Banking

- 1.8. The User agrees:
- (i) to make funds available in accordance with its instructions provided to the Bank before or upon signing this Agreement collection by the Bank through direct debit;
 - (ii) to make funds available for all applicable charges (referred to in clause 6 below), when due, in specified account for collection by the Bank through direct debit;
 - (iii) that any charges collected by the Bank, which are not disputed in writing to the Bank within thirty (30) days of their collection will be considered accepted by the User.
- 1.9. Where the Bank is a party to a dispute, the electronic records retained by the Bank 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 authorized paper document.
- 1.10. The Bank 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 the Bank from providing the Service.
- 1.11. The Bank may, at its absolute discretion and with immediate effect, suspend the Service should the Bank, 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 Barbados Law and regulatory requirements 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.
- 1.12. The User agrees that it will not utilise the Service other than for the purpose contemplated by this Agreement including without limitation reselling, 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 Barbados) unless the prior written consent is obtained from the Bank and subject to such terms and conditions as may be solely determined by the Bank.
- 1.13. The Bank may, in its absolute discretion, suspend the Service for non-payment of charges due by the User to the Bank.

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 or any hardware or software provided to the User by the Bank for use in conjunction with the Service and is subject to the conditions of confidentiality specified in clause 5 below.

If the User accesses the Service from a location outside Barbados, the User shall be responsible for complying with the laws and regulations applicable to that location.

3. Documentation & Training

The Bank will provide the User with training specific to the Service at the specified Bank training facility and as well as an on-line help facility. The User may copy the relevant portions of the User Guide for its internal use only, subject to the conditions as specified in the confidentiality section of this Agreement.

4. Authorization & Security

- 4.1. Where the User is a corporation, partnership or any other unincorporated association, the User shall designate and provide the Bank with the name of an employee of the User who shall be responsible for all aspects of the User's operation and use of the Service (hereinafter referred to as the "Corporate Administrator"). The Corporate Administrator shall designate and provide the Bank with the name(s) of the officer(s) of the User, who is/are authorised to operate and use the Service (hereinafter referred to as the "Authorised Operators"). The Authorised Operators shall be deemed to be the authorised signatories of the User and shall have the authority to among other things, initiate transactions or obtain various types of information pertaining to the User's accounts according to various authorisation matrices that will be set for the operation of the Service. The User shall confirm in writing that it has received the approval of its Board of Directors, shareholders (as applicable), or other persons responsible for the management of such corporation, partnership or any other unincorporated association for such persons to be Corporate Administrators and/or Authorised Operators of the Service. Each User which is a corporation, partnership or unincorporated



association shall provide the Bank with a certified copy of a resolution or some other document which the Bank in its sole discretion finds acceptable which confirms the appointment of the Corporate Administrator and the Authorised Operators.

- 4.2. The User authorizes 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 the same 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 User as fully and effectively as if they had been given in writing and signed by a duly authorized signatory of the User, regardless of whether the person purporting to

give such instructions (a) was or was not an authorized signatory of the User (b) was using the Service for legitimate business purposes or (c) was acting in the ordinary course of their employment.

- 4.3. The Bank will provide the User with a User Identifier, and a User Password for each Authorized Operator of the Service. The User understands and agrees that the User alone is solely responsible for the selection, use, confidentiality and protection of passwords and identifiers utilized by the User, its employees, servants and/or agents. The Bank may at any time and, at its sole discretion, deny access to the Service for security reasons.

- 4.4. The User will report to the Bank in a timely manner in writing, any suspected breach in the User's security arising from access to the Service. Such notice will be effective when received by the Bank. The Bank 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 the Bank. The User is solely responsible for instructing the Bank to add, replace and/or remove (a) a Corporate Administrator from access to the Service (b) Authorized Operators from access to the Service, and (c) accounts from access via the Service. Instructions from the User shall be in writing to the Bank. The Bank shall be allowed a reasonable period of time from receipt of an instruction from the User to add, replace and/or remove (as the case may be) a Corporate Administrator or Authorised Operator from access to the Service.

5. Business Hours

- 5.1. The Bank will process instructions received from the User during the normal business hours of the Bank and on the earliest possible working day of the Bank subject to the availability of the Bank's resources and the Bank's sole discretion as to the priority of the transaction requested.

6. Confidentiality

The Bank 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 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.

7. Charges

- 7.1. The Bank reserves the right to charge the Customer a fee for using the Service and the Software. The Bank may introduce such fee on giving the Customer thirty (30) days written notice.
- 7.2. The Bank may amend charges/fees at any time without prior notice to the User.
- 7.3. The standard Bank transaction charges/fees are applicable to Drafts/Managers Cheques, Wires, Third Party Payments, Bulk Payments and EDI.
- 7.4. Foreign exchange charges will be automatically calculated by the system and will be included in the total transaction amount.

8. Revisions and Improvements

The Bank 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.

9. Limitations of Liability

- 9.1. The Bank is not liable for acts of God, machine or system breakdown or malfunction, interruption or malfunction of telecommunications, viruses, worms (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. The Bank will take reasonable care in the performance of its obligations under this Agreement. Under no circumstances will the Bank be liable for indirect, special or consequential damages, even if it is advised of the possibility of such damages.



First Citizens

FIRST CITIZENS ONLINE INTERNET BANKING AGREEMENT

Personal Banking

- 9.2. Under no circumstances will the Bank authorize any of its employees to install, maintain, or otherwise modify any of the User's equipment, hardware or software. The Bank will under no circumstances be liable for the performance or security of the User's hardware, software, or telecommunications services.
- 9.3. The User shall indemnify and hold harmless the Bank from any damage or loss, whether direct, indirect, incidental, consequential, special, exemplary and/or punitive, including without limitation lost profits, which are attributable to the User on account of the User's misuse of the Service except in accordance with the terms of this Agreement.
- 9.4. The Bank will not be liable for the insolvency, neglect, misconduct, mistake, default, delay or action or inaction of any third party, including but not limited to charges imposed or other action taken by a payee, merchant or other third party resulting from a late or missed payment by a User, or for damages or loss resulting from the payment policies or any other policy of the payee, merchant or other third party, including delays in processing payments by a payee, merchant or other third party. Disputes or claims between a payee, merchant or any other third party and the User shall be settled directly between those parties only and no claim shall be made against the Bank by the User or such parties in respect of disputes between them, and the Bank shall not be liable whatsoever for any damage or loss whether indirect, incidental, consequential, special, exemplary and/or punitive, including without limitation lost profits, which are attributable to a payee, merchant or other third party in connection with the use of the Service by a User.
- 9.5. The User shall indemnify and hold harmless the Bank from any damage or loss, whether indirect, incidental, consequential, special, exemplary and/or punitive, including without limitation lost profits, which are attributable to the User on account of a mistake made and/or omission by the User in its use of the Service except in accordance with the terms of this Agreement.
- 10. Governing Law & Jurisdiction**
This Agreement shall be governed and construed in accordance with Barbados Law and the User submits to the non-exclusive jurisdiction of the Barbados Court.



First Citizens

FIRST CITIZENS ONLINE INTERNET BANKING AGREEMENT

Personal Banking

[Corporates:]

For and on behalf of (Company name):

Print name: _____

Title: _____

Signature:

(Second signatory if applicable)

Print name: _____

Title: _____

Signature:

Date:

[Individuals]

Print name:

Signature:

Witnessed by

Print name:

Signature:

Date:

BANK USE ONLY

For and on behalf of First Citizens Bank (Barbados) Limited:

Printed Name: _____

Authorised Signatory: _____ Date: _____ (dd/mm/yy)

EB09082007