



## FIRST CITIZENS BANK (BARBADOS) LIMITED

### INTERACTIVE ELECTRONIC SERVICES AGREEMENT

**To: First Citizens Bank (Barbados) Limited**

**Branch:**

**Date:** 2022 December, 21

**Customer Number:**

**Customer Title:**

This Agreement is made between FIRST CITIZENS BANK (BARBADOS) LIMITED, of the One Part, hereinafter referred to as **'the Bank'** and the above named customer, of the Other Part, hereinafter referred to as **'the Customer'**.

- (1) The Bank is a Financial Institution licensed to carry on the business of banking under the Financial Institutions Act Cap 324A.
- (2) The Bank offers to its customers Interactive Electronic Services (hereinafter called "IE Services") which will enable the customer to electronically access his accounts and perform certain specified activities. The IE Services include, but are not limited to, the following:-
  - A. First Citizens Telebanking Service;
  - B. First Citizens Internet Banking Service;
  - C. First Citizens Mobile Banking Service;
  - D. Debit Cards (hereinafter called "Card" or "Cards") subject to the following conditions:-
    - The Cards are the property of the Bank and must be returned to the Bank on request.
    - The Customer must not use the Card after the Expiry date.
    - The Customer is required to pay a replacement fee for lost, stolen or damaged Cards.
- (3) The Customer will be able to perform the following on the IE Services and any other services that may be determined by the Bank: -

(2) A & B: - Account Inquiries - Bill Payments - Credit Card Statement Information - Funds Transfer - Stop Payments	(2) C: - Balance inquiry information - Transfers amongst the customers' own accounts - Account statement information - Receive Alerts	(2) D: - Access to withdrawals and deposits at designated ATM machines - Payment for the purchase of goods and services at point of sale terminals nationwide - Account and Card Balance Inquiry Information
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- (4) The Customer wishes to subscribe to any or all of the IE Services outlined in (2) above and in so doing, automatically agrees to accessibility to the other IE services at any time after the above mentioned date.

**In consideration of the mutual terms and conditions set forth below, it is hereby agreed as follows:**

- (1) The Bank is authorized to complete all transactions (honour, execute and charge) to my account(s) which are capable of being made through the IE Services that are initiated through the use of the Customer's Personal Identification Number (PIN) and/or the Customer's Information File (CIF) Number, and according to the Customer's subscription for these services.
- (2) The Bank shall not be required to verify any transaction with the Customer once it is a transaction initiated through the use of their PIN(s) and/or CIF number.
- (3) All deposits made via the ATM are subject to verification by two (2) of the Bank's Officers whose verification the Customer agrees shall be binding and conclusive evidence of the actual amount deposited.
- (4) The Customer shall keep the PIN(s) and CIF Number confidential and shall not use the PIN(s) and CIF number in a manner in which an unauthorized person may ascertain it. If a Customer permits or colludes with another person(s) to use the PIN(s) and/or CIF number, the Customer shall be liable for any loss incurred from any transaction which the other person(s) may initiate.
- (5) If at any time the Customer's PIN(s) and/or CIF number shall become known to an unauthorized person, the Customer shall immediately notify the Bank by the methods described in clause (6) below and take all the necessary steps to immediately change the PIN(s).

- (6) If the Customer shall know or believe that unauthorized access to the IE Services has, or is likely to occur, the Customer shall immediately notify the Bank by: (i) telephoning 431-4500; (ii) sending an electronic mail to the Bank's secure messaging service or (iii) written notice to the Branch of convenience. Where notice is received by telephone, the Customer is required to confirm this information in writing within forty-eight (48) hours of the initial telephone call.
- (7) When initiating a bill payment, the Customer shall supply sufficient information about a payee to permit the Bank to properly direct a payment of any bill and permit the payee upon receipt of a payment to identify the Customer as the payment source.
- (8) The Customer shall initiate a bill payment for at least five (5) business days before the actual due date of the bill. The Bank shall not be liable for any loss or damages that may be incurred as a consequence of late payment of a bill caused by the Customer's failure to provide his instructions in the time specified in this clause.
- (9) The Bank may, at its absolute discretion and with immediate effect, suspend the services should the Bank, in its sole opinion, consider that activity has occurred which constitutes fraudulent use of the services, attempts to perpetrate fraud through the services, violate regular account operation rules and regulations, Bank policy, or Barbados Law and regulatory requirements and the Bank shall not be obliged, in an such case, to specify the precise nature of its concerns, but may simply make reference to this clause.
- (10) The Customer may discontinue his subscription to any of the options available through the IE Service by giving notice to the Bank through any of the media set out in clause(6) above. First
- (11) The Customer may cancel his use of the IE Services by notifying the Bank through any of the media set out in clause (6) above. First Citizens Internet Banking Services will not be cancelled until all pending transactions have been cleared.
- (12) (i) The Bank shall be entitled to treat instructions received by telephone, telex or facsimile as fully authorized and binding on the Bank and the Bank shall be entitled to take the necessary steps in connection and in reliance with such communications as the Bank may in good faith consider appropriate.
- (ii) In consideration of the Bank acting in like manner, the Customer undertakes to indemnify the Bank against all losses, claims, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with instructions received by telephone, telex, or facsimile message provided only that the Bank acts in good faith.
- (13) The Bank shall not be liable to the Customer for any loss or damage or for any disclosure of information arising from a transaction made on his/her account(s) by the use of any of the IE Services:
- i. Where the Customer does not have adequate money in his/her account to complete the transaction, or where the account specified has been closed or has become dormant;
  - ii. Where the Customer has not properly followed instructions on how to make a transfer or bill payment or any other transaction or service;
  - iii. Where the Customer has failed to provide current instructions for a transfer of funds or bill payment or any other transaction or service;
  - iv. Where the Customer has not given the instructions of transfer of funds or bill payment or any other payment or service within sufficient time for the payee to be credited by the time the money is due and the Customer's service with the payee is disconnected or limited in anyway;
  - v. Where withdrawals or other transactions from any of the Customer's specified accounts have been prohibited by court order such as garnishment or injunction;
  - vi. Where the Bank reasonably believes that the transaction may be contrary to legislation or rule of law.
  - vii. Where the Customer inputs inaccurate or incorrect information in accessing the services which results in disclosure of his information to a third party.
  - viii. Where the transaction was done by any person other than the Customer, whether authorized or unauthorized by the Customer.
  - ix. Where the Customer has failed to notify the Bank of a lost handset, change in mobile number or a change in provider which may result in a third party receiving the Customer's alert/information.
- (14) 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 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.
- (15) To access the Mobile Banking option the Customer shall ensure that his mobile phone is text messaging-enabled or web enabled. The Customer shall be responsible to verify with his mobile carrier that the phone is enabled for the desired Mobile Banking option.
- (16) The Bank shall not be liable for the inability of the Customer to access the mobile banking option because his handset or mobile device is not properly enabled or synchronized with his mobile service provider or that his service has been disconnected or limited by the mobile service provider because of a dispute between those two parties.

- (17) The Customer shall indemnify the Bank against all claims, costs, actions or other proceedings whatsoever or howsoever made or brought against the Bank by any Third Party arising out of any dispute between the Customer and a Third Party for any transaction initiated through the IE Services by the Customer. Any such disputes will be resolved between the Customer and the Third Party only
- (18) The Bank shall not be liable to the Customer for any injury, loss or damage suffered by the Customer in the use of the IE Services and the associated hardware.
- (19) The Bank will not be liable in any way if the Customer's Card is not honoured by a third party or for any retention of a Customer's Card by any other bank or financial institution.
- (20) 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.
- (21) Unless otherwise specifically provided the Agreement is in addition to all other existing agreements between the Customer and the Bank including any internet banking agreement, card agreement, account mandate or signature card previously executed by the Customer.
- (22) Changes for this product including fees and charges will be advised one (1) month prior to the fee/charge coming into effect.
- (23) Immediately on receipt of the Card the Cardholder shall sign the Card and any replacement of the Card.
- (24) Use of the Card or signature on the card application constitutes the acceptance of this agreement.
- (25) Withdrawals may be made from the Cardholder's savings or chequing accounts at First Citizens Bank (Barbados) Limited ATM machine or network specially authorized for use as displayed on the Card. Authorized transactions must be performed before the specified Bank cut off time (presently – p.m.) to be processed and valued for same day.
- (26) The Cardholder agrees that any transaction initiated at a machine other than First Citizens Bank (Barbados) Limited or with a merchant will be subject to the fees and charges as published from time to time and that these fees and charges (and applicable taxes) will be debited electronically from the Cardholder's account(s) once the transaction has been completed.
- (27) The Card may be used for purchases from participating merchants in the CarIFS network. The amount applicable to such purchases will be debited electronically from the Nominated Primary Account that was selected at the point of purchase.
- (28) The Cardholder's order or authorization to the Bank through an automatic teller machine or point of sale terminal, under these Rules by the use of his Card and PIN shall be deemed to have the same effect as though such order or authorization had been made in writing by the Cardholder and signed by him.
- (29) When the Card is used to withdraw cash, the Cardholder may elect to have it deducted from either the chequing or savings account. The Nominated Primary Account or a selected account will be accessed if that account type is selected at time of purchase or withdrawal. Where an account selection option is made available to the Cardholder the Cardholder will be bound by such selection. All Card transactions will be converted into the base currency of the Nominated Primary Account at the time of the settlement of the transaction.
- (30) The Bank will establish a daily expenditure/withdrawal limit for the Card when it is issued and this will be advised to the Cardholder.
- (31) The Cardholder cannot stop a payment once a transaction has been electronically authorized by the Bank to the relevant merchant.
- (32) The Cardholder must report loss, theft, unauthorized use of the Card or loss of the personal identification number (PIN) as soon as possible. The Cardholder's liability for use of the Card continues until noon on the banking day next following receipt by the Bank of this report which must be confirmed to the Bank in writing. When issued the PIN will be known only to the Cardholder. No other person, not even the Bank's employees know it. The Cardholder must not disclose the PIN to any person, not even to the police, insurers or Bank employees in the event of the Card being lost, mislaid or stolen. The Cardholder should not record the PIN in any way which may result in it being known to another person. The Cardholder should take every possible care to prevent the Card being lost, mislaid or stolen and should not pass the Card to any other person. The Cardholder should not disclose the Card number to any person except in the case of a Card transaction permitted under this agreement or in the case of actually reporting the loss or theft of the Card. The Card should not be left in unattended vehicles or premises.
- (33) The Bank reserves the right to withdraw any or all rights and privileges pertaining to the Card and/or to revoke the Card without assigning any reason for doing so, and to change the Cardholder's account prior to issuing the Card or replacing it if lost or stolen.
- (34) If the Nominated Primary Account is a Joint Account then the First Citizens Bank (Barbados) Limited Card Application Form must be completed and signed by each joint account holder.
- (35) Each joint account Cardholder acknowledges joint and several liability for the use of any Cards issued so far as such use involves the joint account.
- (36) Subject to funds being available in the Cardholder's account, to the Cardholder not being in breach of this Agreement, and to there being no report to or suspicion by the Bank of the Card's having being lost, mislaid, stolen or used without authorization, payment will be confirmed at point of sale or point of withdrawal of cash. In the event there are insufficient funds in the account or the account is legally restricted the Bank will not be liable for its non-authorization or non-payment of the transaction. In the event of death of the Cardholder following the electronic authorization of a transaction but prior to settlement of the transaction the payment will be made by the Bank to the merchant in the ordinary course.
- (37) The Bank accepts no responsibility for purchase of goods and services and the Cardholder agrees to pay the Bank for all purchases even though a dispute may exist between the Cardholder and the merchant. The Bank shall not be responsible for the failure of any merchant or bank to honour the card.

- (38) The Bank is irrevocably authorized to: -
- a. Debit the Cardholder's Nominated Primary Account with all amounts withdrawn through any machine or any amounts paid to any merchant by means of any Card issued to the Cardholder, in priority to all other drawings or debits; and
  - b. Act on instructions related to the transfer of funds given by means of any Card issued to the Cardholder; and
  - c. Debit the Cardholder's account with the amount of all Card transactions and any applicable fees or charges or taxes arising by means of the use of any Card issued to the Cardholder under the terms of this Agreement, in priority to all other drawings or debits.
- (39) The issuing of this Card does not entitle the Cardholder to: -
- a. Overdraw any account if no overdraft arrangements have previously been made, or
  - b. Overdraw any account in excess of any overdraft limit previously agreed by the Bank.
- (40) In the event that the Bank needs to forward Nominated Primary Account information to third-party processors located outside of Barbados, the Cardholder acknowledges the need for such commercial arrangements and authorizes this to occur and agrees that the Bank is held harmless for any matters arising in relation to this disclosure.
- (41) The Bank may renew the Card at its sole discretion and any fees may be changes in accordance with a fee schedule which shall be published by the Bank from time to time. If the Cardholder's account becomes overdrawn prior agreement and is referred for debt collection, then the collection costs and any legal expenses shall be charged to the Cardholder and shall be payable by the Cardholder on demand. The Cardholder authorizes the Bank to charge any of the Cardholder's accounts with the Bank or any of its subsidiaries for any amounts by which any accounts accessible by the Card become overdrawn (save where there is a previously-agreed overdraft limit and such limit has not been exceeded) and this authorization shall apply notwithstanding that all or part of the moneys held to your credit may have been deposited for a fixed period which may not have expired, or may be denominated in a different currency. Transactions are subject to the Bank's normal service and finance charges, which are subject to change from time to time.
- (42) The Cardholder understands that this is not a credit card and that the dollar amount of purchases made with this card will be deducted from the Cardholder's First Citizens Bank (Barbados) Limited Nominated Primary Account. The Cardholder agrees to be bound by the terms and conditions covered in the First Citizens Bank (Barbados) Limited Debit Card Cardholder Agreement as amended by the Bank from time to time.
- (43) The Bank has the right at all times to vary these Conditions without notice to the Cardholder
- (44) 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 obligation of confidentiality do not apply to necessary disclosure to auditors in the course of audit, to any governmental agency under any statutory obligations, where applied by law, and/or where such information is already in the public domain.
- (45) If any part of this Agreement is found to be invalid, the rest remains effective. In this Agreement references to the masculine includes feminine and singular includes plural.
- (46) 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.

### **Equipment & Software**

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.

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 44 herein.

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

### **Refunds and Claims**

The Account Holder will only be credited with a refund in respect of a Card transaction in the Bank receives a refund voucher or other refund verification acceptable to it. No claim by an Account Holder against a third party may be subject of a defence or counted claim against the Bank, and no rights of an Account Holder against the Bank may be assigned or otherwise disposed of.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year above written.

\_\_\_\_\_  
Customer's Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name and Signature

\_\_\_\_\_  
Date