

BELIZE BANK ONLINE BANKING ACCESS AGREEMENT

I. General Description of this Agreement

A. Definitions

For the purposes of this document, the following expressions shall have the following meanings:

- (1) "**Bank**" means expressly Belize Bank Ltd.
- (2) "**Online Banking**" means the service of banking or other financial services offered electronically and accessed through the bank's website, www.belizebank.com.
- (3) "**Eligible Accounts**" mean deposit accounts (chequing, savings, term deposits), loans, credit card, merchant and other accounts or products you maintain with Belize Bank Ltd.
- (3) "**Customer**" means any natural or legal person who owns or is duly authorized to operate or access an Eligible Account (personal or commercial) in respect of which Online Banking is linked.
- (4) "**You**" or "**Your**" is used to refer to the owner or an authorized representative of an eligible account.

The present contract is for an indefinite amount of time and begins from the date thereof.

B. What This Agreement Covers

This Agreement between you and the Bank governs the use of the Bank's Online Banking Service.

C. Accepting the Agreement

When you use any of the Online Banking services described in this Agreement or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

D. Relation to Other Agreements

Your use of Online Banking may also be affected by the agreements between us for your eligible accounts. When you link an account to Online Banking you do not change the agreements you already have with us for that account. For example, when you use Online Banking services to access a credit account, you do so under the terms and conditions the Bank gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with Online Banking. In case of any inconsistencies between this agreement and any other agreements with the Bank, the latter shall prevail.

II. Online Banking Services

A. Online Banking for Consumers and Businesses:

To apply for Online Banking you must provide the required information in [Belize Bank's Online Banking Application](#) which includes customer identification and account information.

To use Online Banking you must have:

- An Online Username and Password.
- A computer equipped with access to the internet and a supported browser.

You may use Online Banking to:

- Transfer funds between your linked Belize Bank Eligible Accounts.
- Transfer funds between your linked Belize Bank accounts, including as a payment to a linked credit card, loan or mortgage.
- Transfer funds from your linked Belize Bank personal or commercial accounts to Belize Bank personal or commercial deposit accounts of other individuals.
- View current balance information for your linked Belize Bank Eligible Accounts.
- Review available transactions for your linked Eligible Accounts.
- Send us secure online mail messages and questions regarding your Online Banking service.
- Some services may not be available for certain accounts.

B. Bill Payment Services

If you choose to add the Bill Payment service, in addition to the Online Banking features listed above, you may also:

- Make one-time payments online from your linked deposit account(s) to certain companies approved by Belize Bank from time to time (i.e. Belize Telecommunications Ltd. (BTL) and/or Belize Electricity Ltd. (BEL)).

- Make one time payments online from your linked deposit accounts to certain approved credit cards.
- Make one time payments to other Eligible Accounts you select. In this instance you will need to register the Eligible Account and upon approval you will be permitted to make the appropriate payment.

III. Other Terms and Conditions

A. Service Hours

Online Banking is available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed online when you sign in to Online Banking. You can contact our customer service by email at info@belizebank.com, by fax at (501) 227-0626 or by telephone at (501) 227-7132 (request online banking assistance from 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Bank holidays).

B. Business Days

Bank business days are Monday through Friday, excluding bank holidays ([link to Belizean Holidays](#)).

C. Changes to Agreement

The Bank may change this agreement at any time. For example, the Bank may add, delete or amend terms or services. The Bank will notify you of such changes by mail or electronic message or by posting them on www.belizebank.com.

D. Disclosure of Account Information

The Bank shall not disclose any information relating to the affairs of the customer which it has acquired in the performance of duties or exercise of its functions under the Banks & Financial Institutions Act save and except where such information is being disclosed:

- to the Central Bank or any other person in the proper performance of its duties as is required by or in accordance with the Banks & Financial Institutions Act;
- in response to a lawful subpoena or compulsory demand issued by or with the consent of a court of competent jurisdiction;
- with the prior written consent of the customer; or
- in court proceedings for purposes of a claim asserted by or against the licensee.

By signing a [Belize Bank Online Banking Application](#), the Customer shall at all times be deemed to have agreed and voluntarily given his/her/its prior written consent to Belize Bank to disclose such information relating to the Customer's accounts or the affairs in pursuance with the Bank's [Privacy and Security Policy](#) and/or otherwise to the Bank's Correspondent Banks or affiliates upon request therefrom, to the Bank's affiliates, to anyone who the Bank reasonably believes is conducting a legitimate credit inquiry, including without limitation, inquiries to verify existence or condition of an account for a third party such as a lender, merchant or credit bureau, in response to any subpoena, summons, court or administrative order, or other legal process issued by a regulatory, administrative or judicial authority or tribunal whether within or outside Belize, which the Bank believes requires its compliance; on a closed account, if the Bank reasonably believes you have mishandled it; in connection with collection of indebtedness or to report losses incurred by the Bank; in compliance with any agreement between the Bank and a professional, regulatory or disciplinary body; in connection with potential sales of businesses and to carefully selected service providers or third parties who help the Bank meet Customer's needs by providing or offering Bank services or their own products or services.

E. Technical & Maintenance Issues

The Bank reserves the right to suspend temporarily at any point in time and without prior notice to the Customer, the Online Banking Service for technical/maintenance reasons or any other reason which the Bank may deem necessary for the suspension of the Service. The Bank does not take responsibility for the unforeseen interruption of Online Banking due to difficulties in its functioning, delay in the processing of any of its operations, requests or effected instructions which may be caused by technical faults in the provision of electrical power or telephone service of any sort, Internet congestion or for any reason not pertaining to the Bank.

F. Security

In order to provide the maximum possible security to the Customer, the Bank will encode your Online Banking data, using encryption technology. The Bank will, under no circumstances, be responsible for any damage caused to the Customer from third parties who, through the use of computerized systems decode the electronically transmitted information between the Bank and the Customer through an Internet Service Supplier; neither will it be responsible for damage done to the equipment or programs through possible contamination of information viruses.

G. Our Liability for Failure to Complete Transactions

Belize Bank shall not be liable for any delayed or failed transfers or other transactions attempted through the use Online Banking services SAVE AND EXCEPT where due to the Bank's fraud or willful misconduct. In any event, unless, otherwise required by law, the Bank will not be liable to you under any circumstances for special, indirect, or consequential damages, including, without limitation, lost profits or attorney's fees, even if the Bank is advised in advance of the possibility of such damages.

H. Online Username and Password

The Customer accepts that the Username assigned by the Bank and the Password which is chosen by the Customer upon the initial Log In to Online Banking, conclusively determines his/her/its identity and consequently enables the Bank to carry out the effects of any operation activated with such instruments. (Please note: It is required for the Customer to change the Password assigned by the Bank upon his/her /its initial Log In to Online Banking for security purposes)

Consequently the Customer is responsible for all actions, dispositions, transfers etc. that are carried out under the Username and Password whether the use is authorized by the Customer or not. The Customer, whether representing a company or not, is wholly responsible for maintaining the confidentiality of the Username, Password and Eligible Account information regardless of the fact that it may have been provided by the Bank or directly selected by the Customer.

I. Termination of Customer's Online Access

The Bank reserves the right to suspend or terminate a Customer's Online Banking Access at any point in time in its sole discretion without prior notice.

J. Processing

- The completion of a transfer is subject to the availability of sufficient funds at time of final processing. If you do not have enough available funds, you may incur an overdraft fee. Please refer to the applicable account agreement for details.
- Transfers you submit from a deposit account (checking or savings) are immediately reflected in your balances for that account.

K. Governing Law

The Customer expressly submits to the jurisdiction designated by the Bank and acknowledges that this Agreement shall be governed by and construed in accordance with the laws of Belize.

IV. Electronic Disclosure and Consent

You agree that the Bank may provide you with all disclosures, notices and other communications about Online Banking including your Online Banking Service Agreement and any future amendments, in electronic form. The Bank reserves the right to provide all future notices by posting them on www.belizebank.com. You may download or print the notice from your computer if you have the hardware and software described below.

V. System Requirements

In order for you to access and retain records, your system must meet the following requirements:

- An IBM or Macintosh compatible computer
- Internet access
- An Internet browser
 - For PCs using Windows 95, 98, NT, 2000, ME, XP, Linux:
 - Microsoft Internet Explorer 5.0 or higher
 - Microsoft Internet Explorer with AOL 5.5 or higher
 - Netscape 6.2 and higher
 - Mozilla Firefox 1.0
 - For Macintoshes using OS9 and OS 10:
 - Microsoft Internet Explorer 5.0 or higher
 - Microsoft Internet Explorer with AOL 5.0 or higher
 - Netscape 6.2 and higher
 - Safari 1.0 (of OS 10 only)
 - Mozilla Firefox 1.0

To print or download disclosures, applications or agreements you must have a printer connected to your PC or sufficient hard-drive space to save the documents. You, as the customer, can access the use of Online Banking on the webpage created for such a purpose by the Bank. Any customer who chooses to access the Bank page by other locations will do so at his/her own initiative and risk. The equipment, Internet Navigational systems and any other program required to access Online Banking shall be acquired by the customer at his/her/its own cost and risk and must comply with all the technical characteristics to permit access to the Internet. The Bank will not be responsible, in any instance for the proper performance, capacity, equipment and program compatibility acquired or used by the customer to access Online Banking.