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## **Deposit and Services Agreements**

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**National Bank of Belize Limited  
Cor. Forest Drive & Hummingbird Highway  
P.O. Box 157  
Belmopan City, Cayo District  
Belize, Central America**

# National Bank of Belize Limited

## Customer Deposit Agreement

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### Customer Deposit Agreement

The National Bank of Belize Limited (hereinafter referred to as 'the Bank') of the one part, and the Account Holder of the other part.

### Binding Contract

This customer deposit agreement and any affixed disclosures, the applicable schedule of fees, the signature card, and other account opening documents for your account are part of the binding contract between the Account Holder and the Bank. However, the Bank may make changes without prior notice unless otherwise required by law. The Bank may notify you of matters arising for security reasons that may adversely affect you. Any changes to this Agreement supersede all prior versions that govern the account. Should you continue to operate your account, you are deemed to accept and agree to the change. If you do not agree with a change, you may close your account as provided in this Agreement.

### Governing Law

This Agreement and your rights and obligations under it are governed by and interpreted according to the Laws of Belize. All Account Holders agree that any dispute arising from or related to this agreement and its corresponding account(s) shall be within the exclusive jurisdiction of the Courts of Belize.

### Language

You accept that this and all related documents including notices be drawn up in English.

### Definition of Terms

In this agreement "You" and "Your", mean each person who signed the Signature Card.

"We", "Us" and "Ours" mean The National Bank of Belize Limited.

"Account", means any deposit account you have in your name with us.

"Account statement", means any periodic statement delivered or made available to you in accordance with that which shows account activity and balances.

"ATM", means Automated Teller Machine.

"Bank", means National Bank of Belize Limited "Branch", means the branch of account indicated on the signature card.

“Business day”, means every day except Saturday and Sunday, public holiday, or Bank announced closing.

“Cheque”, means any written order to pay a specific amount of money drawn on a banking institution.

“Courts”, mean The Supreme Court of Belize.

“Debit Card”, means a National Bank of Belize Limited customer card issued by the Bank for the purpose of enabling account holders to debit their accounts by using the card.

“Debit Card Agreement”, means the agreement that governs the use of the customer’s card.

“Direct deposits”, may be remittances of salaries, or standing orders for funds to be directly deposited into account holder’s account.

“Disclosure statement”, means any statement of interest rates, fees, and other operating conditions for an account.

“Electronic communication”, means any communication by telephone, fax, wire, computer or other method of telecommunication or electronic transmission.

“Endorsement”, is a signature, stamp, or other mark made on a cheque to transfer the cheque to another person.

“Hold on your account”, means items deposited which have not yet cleared.

“Overdraft or overdrawing your account”, means that the account holder has insufficient funds available.

“Overdraft Limit”, means the authorized amount to overdraw your account.

“Payment Instrument”, means cheque, bill of exchange, bank draft, money order, or wire transfer.

“PIN”, means your Personal Identification Number.

“Deposit Account” means an interest-bearing account.

“Current Account” means a non-interest-bearing account.

“Signature card”, means the authorized signatories of the account.

“Unlawful” means you have used your account for a fraudulent purpose or otherwise in violation of applicable law(s) or international commitments binding on Belize.

“Unsatisfactory” means that you are operating your account in a manner that the Bank in its discretion, feels is adversarial to it and/or our other customers.

### **Account Holder” Obligations**

You agree to take all reasonable precautions to maintain the security and integrity of your account. You also agree to maintain controls to effectively prevent and detect losses due to fraud, forgery, unauthorized access

to an account (s) or service (s) or other improper or unlawful actions. You agree to regularly review all account transaction information appearing on the account statement. The Agreement for online statements will only allow to check your deposit account (s) statement online.

### **Opening an Account**

A citizen or legal resident of Belize, who is at least eighteen (18) years old and has a valid Social Security Card or Belize Passport with an optional secondary identification and a domicile address may open an account. The Bank may validate the information provided to it and may contact you for additional information if deemed necessary. Your account may not be opened until your biographical data is confirmed. The Bank reserves the right to refuse to open any or all accounts should the Bank find any adverse information that contravenes the policies and procedures of the Bank or the laws of Belize.

### **Accessing your account**

The account holder may not transfer this account to anyone. Any suspicious activity may result in the account being closed and reported to the relevant authority. All dormant or inactive accounts, for security reasons, may require you to go to the branch where you maintain your account to reactivate or do any further transactions. The Bank may also require you to give 10 days' notice to make a full withdrawal of any demand or non-demand deposit account. Additional access to your account may be had through Online Banking (internet browser based) Mobile (SMS enabled device), however, the Bank reserves the right to limit your access to the in-branch service only at which this account is maintained.

### **Processing and Posting Orders**

The account holder(s) agree that the Bank, in its discretion and without prior notice to you, may charge for the processing of orders and posting of transactions to your account.

### **Charge Back**

The Bank may chargeback any item at any time before payment, whether returned or not, and whether drawn on it or another bank. NBB may also debit your account for any exchange charges on deposited items and may debit your account into overdraft for any such purpose. The Bank will not be liable for damages to you as a result of cheques drawn on the account that are dishonoured because of the chargeback.

### **Returned Items**

If an item deposited to your account is returned to NBB by the financial institution on which it is drawn, NBB may accept that return and charge the item back against the account or a different account that the Bank agree to charge for this purpose, even if this charge back causes the account to be overdrawn. If the applicable account does not have sufficient funds, the Bank may charge the item back to any other account you have with NBB. Further, if an item deposited to your account was paid by the financial institution on which it was drawn and that financial institution later returns the item to us claiming alteration, forgery, unauthorized

maker or endorser, or other defence against payment, the Bank may withhold the amount of that item from your account until the claim is finally resolved.

### **Stop Payment Orders**

If the Bank has not already paid a check or other item drawn on your account, then you may request a stop payment order on it. A stop payment order must be in writing and is effective for six months but you may request that the check be cancelled in writing for indefinite stop. You agree to hold the Bank harmless and to indemnify the Bank for any losses, expenses and costs, including attorney's fees, incurred by the Bank for refusing payment of any item on which you have stopped payment.

### **Interest**

The Bank will inform you of the rate and fees that apply to your account(s). For interest-bearing accounts, interest will be calculated on the closing available daily balance of the account. The daily interest earned above the minimum balance during the interest payment period will be summed and paid into your account at the end of the payment period. If your account is opened between our interest payment periods, the daily interest earned on your account will be summed and paid into the account at the end of the next payment period. If you close your account before the end of our interest payment period, the daily interest earned on the account up to the day prior to the closure of the account will be summed and paid to you.

### **Hold Policy**

You acknowledge that the Bank has the right to hold the proceeds of any cheque, instrument, or other item deposited to an account and to defer your right to withdraw funds represented by such a deposit. If the Bank decides to hold the proceeds of a deposit, those funds will be released to you within a number of business days set in accordance with the hold policies as indicated by the Central Bank of Belize.

### **Foreign Currency Cheque**

If you deposit a cheque drawn in a foreign currency and the cheque is returned to us, you will be responsible for repaying us the local currency equivalent. NBB is not responsible for any increase or reduction in the value of the cheque due to change in foreign currency exchange rates or foreign currency restrictions.

### **Adjustments**

NBB may adjust a deposit to your account at any time (even if such adjustment results in increasing an overdraft on the account or the account being overdrawn is in excess of your overdraft limit) if a payment instrument (cheque) is dishonoured or not paid for any reason whatsoever. The Bank may also adjust your account to correct amounts credited to it by mistake or to correct amounts paid to you in cash for items that were subsequently returned to us as unpaid.

### **Application of Funds (security interest; set off)**

The Bank may apply the funds on deposit in your account against any debt or obligation you owe to the Bank, as permitted by the laws of Belize. If the account is designated a joint account, then each account owner, by their signature on the signature card, authorizes us to take such action.

### **Use of Account as collateral**

You may not give anyone other than the Bank a security interest in any funds in an account held with the Bank, whether by assignment, pledge, transfer, or otherwise.

### **Fees and Service Charges**

You agree to pay service fees, maintenance charges, and penalties in accordance with the applicable fee schedules established by the Bank from time to time. The Bank will make all reasonable attempts to provide you with prior notice of changes in the fee schedules as may be required by applicable law. All service fees, maintenance charges, and penalties will be automatically deducted from your account without notice. If the Bank incurs costs in connection with court or administrative orders, subpoenas, summons, tax levies, or other legal process relating to you or your account, you agree to pay us for such costs, which may include but are not limited to our charges for research and the copying of documents and reasonable attorneys' fees.

### **Garnishments and Other Legal Proceedings**

If your account becomes involved in a legal proceeding or the Bank receives notice of an actual or potential adverse claim to your account or the funds in your account, your use of it may be restricted, and the Bank may refuse to pay out any money from your account until the dispute is resolved. The bank will not resist or challenge any legal process directed against your account. The Bank will not be liable to you for any sums it may be required to pay because of any such legal process. If you believe that the garnishment, levy, or other order is improper, you must take action through the Court to resolve the issue. If the Bank receives notice of legal action against your account, the Bank may exercise its right of setoff or assert our security interest to collect the money you owe the Bank.

### **Guardians**

If a parent or guardian opens an account in the name of a minor and the parent or guardian is the sole signing authority on the account, funds in the account belong to the minor account holder. The parent or guardian signing authority on the account will continue indefinitely until you, the parent or guardian, (at any time) or the minor (after the minor's 18th birthday) make arrangements in writing to cancel the parent or guardian signing authority on the account. The minor can request signing authority, without the parent's or guardian's consent when he or she turns 18 years of age.

### **Joint Accounts**

If more than one individual has signed the signature card for an account then that account will be a joint account to which the following shall apply.

- A) If an account has multiple holders, the signing arrangement that you selected on the signature card for this deposit product will determine from whom we will accept instructions to operate the account and you will be bound by any instructions given to us by the designated signing authority. Any designated signing authority will remain in force and can be relied upon by us until we receive written and in person notice of change for the designated signing authority.

- B) You will be jointly and severally liable to us for performance of all of your duties under this agreement, including the repayment of any joint account overdraft inclusive of any overdraft interest no matter who created it.
- C) “Anyone can sign” if you select this option on your signature card, we will accept instruction from any persons whose name appear on the signature card. All signatories to the account can operate the account independent of each other. We cannot change account ownership if your account arrangement is “anyone can sign”. Without all persons listed on the account are present at the same time.
- D) “All to sign” if you select this option on your signature card, we will only accept instruction from all of you jointly or we will only accept instructions from the designated signatories in the combinations you specified on the signature card.
- E) You agree that by adding one or more joint owner(s) to the account, the added owner(s) will also have access to the previous account history and transaction details for the account and you agree to these accesses being provided.
- F) The delivery of any statement or notice to at least one of you will be considered as delivered to all of you.

### **Inactive and Dormant Accounts**

Your account will be designated as inactive if you have not initiated activity for six consecutive months. If there is no activity in your account for twelve consecutive months, after it is classified as inactive, it shall then be classified as dormant. If there are insufficient funds in your account to cover the service charges, you authorize us to close the account without notice to you. If your account balance becomes unclaimed as defined by the regulatory requirement of the Central Bank of Belize, all funds will be transferred in accordance with relevant law and regulation to Central Bank of Belize. If unclaimed funds are transferred to the local regulator, you must file a claim with them directly. Any deposit account that is attached to a loan can never go dormant.

### **Appointing an attorney**

You may appoint one or more attorney(s) to act for you in respect of an account. However, we may refuse to honour any account transaction made by an attorney. If an account is a joint account, we may also refuse to honour any account transaction made by an attorney unless their appointment in respect of the joint account has been agreed upon (in writing) by all joint account owners.

### **Trust Accounts**

If an Account has been opened “in trust”, we will only take instructions from the named trustee(s) in accordance with the signing arrangement for the account. There are legal responsibilities with opening an account in trust, you may wish to discuss these matters with your legal advisor. We assume no responsibility for any claim or loss whatsoever arising from or relating to the election to open an account “in trust”.

### **Release of Funds on Death**

We will require estate documentation to release funds from any account upon the death of an account owner. Estate documentation means any document that may be required by us in our absolute discretion,

and may include a death certificate and probate orders or any similar court orders. In the event of any dispute regarding the release of funds upon your death, we may transfer the disputed amounts held in your account into the Supreme Court of Belize and recover any expenses including legal fees, incurred by us from funds in the account. With respect to joint accounts, we are authorized to release any information about the account to the estate representative of the deceased account owner up to the date of the death.

### **Account Closure**

We can close your account or terminate any service we provide to you without notice to you if you operate your account in an unsatisfactory or unlawful manner. We may also close your account without notice if we are instructed by a competent government agency or Court of Belize. We may close or suspend an account for any reason in our absolute discretion including if you do not conduct it in accordance with this agreement and the law or if in our opinion, there is improper or suspicious activity in the account. We shall have no responsibility for items which are not paid after the account is closed.

### **Bill Payment Instruction**

If you give us the instruction to pay any bill or invoice, you acknowledge that the instruction will result in the funds being withdrawn from your account on the date the instruction is given. You acknowledge that third parties may not treat the payment as being received as the date of your instruction. We will not be responsible for any losses resulting from problems or disputes such as a third party not crediting you for a payment for whatever reason or charging late fees or interest penalties. You agree to settle your dispute with that third party. You are responsible for ensuring that all payee information required by us to complete your payment instruction to a third party is accurate at all times. We may without notice update your payee information including numbers or payee names if informed of change by that third party or if we deem it necessary. We reserve the right to decline or refuse to act on instructions given or purported to be given by you.

### **Notification of changes**

We may change the interest rates, fees and other operating conditions for an account periodically. Notification will be in accordance with the relevant laws or regulations governing such action.

### **Night Deposit**

You agree that your use of any night depository or other unattended Bank facility shall be at your own risk, and the Bank shall not be responsible for any losses or damages sustained by you while utilizing such a facility. All such deposits are subject to later verification, count and adjustment by us and will be deemed received by us when they have been removed from the depository and are accessible to us for processing.

### **ATMs**

We may issue you an ATM or debit card and you will select a personal identification number (PIN) when you receive your card. The terms that govern this service can be found in the customer **Debit**



**Card Agreement** that you receive with your card. Please review that agreement carefully. You can use your card with linked accounts at participating ATMs to withdraw cash, transfer funds, and check your balances. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or by any network used, and you may be charged a fee for a balance inquiry even if you do not complete a monetary transaction. Such fees will be charged directly to your account. You are responsible for exercising care when using any ATM so as to avoid a mistake or accidental transaction.

### **Online/Internet Banking**

Online/Internet banking is accessible to customers who will have access to transfer of funds between their accounts, other third-party accounts, other bank transfers, account information (balances, transactions), deposit statements, utilities bill payments, account and debit card services and standing instructions.

### **Statements**

We make statements for your deposit accounts available by mail, online, or any medium with notice. A cost may be attached for paper statements. Unless owner of the account advises the Bank in writing of any errors in a statement within 30 days after such statement is received or retained such statement shall be deemed correct.

### **Liability for Damages**

We will not be liable to you in contract or in tort or out of breach of statutory duty or custom or in any other way for any loss, damage or inconvenience incurred whatsoever arising except to the extent that there has been negligence on our part or fraud on our part, even if we have been previously advised of the possibility of such damage. We will not be liable to you in any circumstance in particular whether we were negligent or not for any loss or damage suffered by you resulting from:

- a. Any failure error, malfunction, delay or inaccessibility of any machine, system, network, or internet.
- b. Any failure, error or delay by third party
- c. Your failure to fulfil any of your obligations under this agreement or any circumstances beyond our control.

### **Disclosure of Account Information to Third Parties**

We are committed to keeping your personal information confidential. Providing that a valid and authorized request is presented as permitted or required by law to comply with laws, regulations, subpoena or court order, in an effort to prevent fraud and money laundering. We will only share your information with the Central Bank of Belize and the Financial Intelligence Unit (Belize).

American citizens please note that we are required to comply with the Foreign Account Tax Compliance Act (FATCA) as mandated by U.S. federal tax law. We are required to report the financial accounts of all US citizens and US residents. This information is reported to the Internal Revenue Services (IRS). We will withhold on certain payments when required by law.

# National Bank of Belize Limited

## Debit Card Agreement of Terms and Conditions

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### Definitions

For the purpose of these Terms and Conditions

**“Bank”** means The National Bank of Belize Limited its successors and assigns.

**“ATM”** means automated teller machine provided by the Bank or any affiliate of Network One.

**“Network One”** means any bank or credit union who participates in the payments network operated by Heritage Bank Ltd. (Belize).

**“Card”** means a National Bank of Belize Limited Card issued for use at the Bank or any ATM operated by the Bank or any ATM or POS on the Network One Payment system.

**“Cardholder”** means any person who maintains an account with the bank and who has been issued a Card.

**“PIN”** means the personal identification number issued to the Cardholder by the Bank or determined by the Customer, to enable the Customer to access the service offered at the ATM and related to the usage of the Card.

**“Transaction(s)”** means all transactions effected using a Card including **POS** or Point of Sale transactions.

### Use of the Card

The following conditions shall apply:

- (i) Each Card issued to the Cardholder is and shall at all times remain the property of the Bank and is not transferable. The Card is valid for use in Belize only unless the Bank advises the Card holder to the contrary. The Cardholder shall surrender any Card to the Bank or to any other person acting on behalf of the Bank on request. The Card may be retained by an ATM in the event of any infringement of the terms and conditions or the printed instruction issued by the bank from time to time for the use of the ATM service.
- (ii) The Card must be signed by the Cardholder on receipt and may only be used by the Cardholder.
- (iii) The Cardholder’s proof of authorization through an ATM transaction is the use of his/her PIN. The use of PIN will have the same effect as if an order or authorization had been made in writing by the Cardholder and signed.
- (iv) The Bank will fix a limit for the amount of cash which may be withdrawn from an ATM, or limit the transaction amount of a POS transaction on one or more applications during a calendar day, and vary such limits from time to time.

- (v) The Cardholder undertakes not to make withdrawals or transfers from an account through an ATM which would put the account in debt.
- (vi) The Bank will not incur any liability for any non-functional ATM or failure to provide the service or any loss or damage caused to the Cardholder thereby. The Bank may at any time without notice withdraw any ATM from, or withdraw the whole or any part of the ATM service.
- (vii) The Bank's records as to whether any ATM has been used to initiate any withdrawals or transfer shall be conclusive binding on the Cardholder.
- (viii) The Bank may impose a charge for the Card or any service provided through an ATM from time to time.
- (ix) Use of the Card constitutes acceptance and agreement on these Terms and Conditions.
- (x) The Bank may vary these Terms and Conditions from time to time.
- (xi) If the Card is broken, lost or damaged a fee will be charged.

### **Termination**

- (i) The Bank may at any time and without notice cancel or suspend the right to use the Card entirely or irrespective of specific facilities or refuse to reissue, renew, or replace any Card without in any case affecting the Cardholder's obligation under this Agreement.
- (ii) The Cardholder may terminate this agreement by written notice to the Bank but such termination shall only be effective on the return of all Cards issued and payment of all liabilities (loans) of the Cardholder. Until such termination the Bank may reissue Cards from time to time for use in accordance with this agreement.

### **Safeguarding the Card and PIN**

- (i) The Cardholder will exercise all possible care to ensure the safety of the Card and will prevent the PIN becoming known to any other person. Any record of the PIN, must be unidentifiable and kept entirely separate from the Card. The Cardholder will not disclose their PIN to any third party.
- (ii) If the Card is lost or stolen for any reason or liable to misuse or if the PIN becomes known to any other person the Cardholder must immediately notify the Bank. If this notification is given orally it shall not take effect unless confirmed in writing to the Bank.
- (iii) Until the Bank receives actual notification the Cardholder will be liable in respect of any use of the Card.
- (iv) After the Bank has been effectively notified the Cardholder's liability for any subsequent use of the Card other than by the Cardholder or persons who acquired possession of it with the Cardholder consent will cease. The Cardholder will give the Bank all the information in the Cardholder's knowledge as to the circumstances of the loss or misuse of the Card or the disclosure of the PIN and take all steps deemed necessary by the Bank to assist the recovery of a missing Card. In the event of any such loss, theft, misuse, or disclosure, being suspected or reported the Bank may provide the relevant authority with any information it

considers relevant. If the Card is reported as lost stolen or liable to misuse or the PIN is disclosed to any person the Card must not subsequently be used but must be cut in half and returned to the Bank.

#### **Verification of this Agreement**

- (i) The Bank reserves the right to add, delete and/or vary any of these Terms and Conditions without notice. The Bank shall make all reasonable attempts to notify the Cardholder of any changes to the Terms and Conditions. Use of the Card after the Cardholders has taken notice (constructive or actual) of any change to these terms and conditions is to have effect and will constitute acceptance without reservation by the Cardholder of such changes. If the Cardholder does not accept any changes the card must be returned to the Bank.
- (ii) The Bank will not be liable for any failure to provide any service or provide any obligation where such a failure is attributable to any dispute or other circumstance beyond its control. The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the Debit Card or ATM.
- (iii) This Agreement and obligations under this Agreement, are governed by and interpreted according to the Laws of Belize. Any dispute arising from or related to this Agreement and/or its corresponding account shall be subject to the exclusive jurisdiction of the Courts of Belize.

# National Bank of Belize Limited

## *i* Banking Terms and Conditions

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BY ACCESSING THE NATIONAL BANK OF BELIZE LIMITED *i* BANKING SERVICE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS SERVICE. BY CONTINUING USE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW, AND THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. IF YOU CONTINUE TO USE THE SERVICE AFTER BECOMING AWARE OF SUCH CHANGES YOU ACCEPT TO BE BOUND BY THOSE CHANGES. IF YOU DO NOT WISH TO BE BOUND BY ANY SUCH CHANGES PLEASE DISCONTINUE AND TERMINATE USE OF THE SERVICE. THESE TERMS WILL APPLY IN ADDITION TO THOSE CONTAINED IN YOUR ACCOUNT OPENING DOCUMENTATION AND CUSTOMER AGREEMENT. ALL NATIONAL BANK OF BELIZE LIMITED PRODUCTS AND SERVICES ARE ALSO SUBJECT TO ADDITIONAL SEPARATE TERMS AND CONDITIONS WHICH GOVERN THEIR USE.

### Definitions

References to "you" or "your" are references to a National Bank of Belize Limited customer who has registered for *i* Banking.

References to "we", "us" or "our" are references to the National Bank of Belize Limited.

References to "*i* Banking" refers to National Bank of Belize Limited's web-based banking service that allows you to obtain account information, review transactions activity, transfer funds, and perform other transactions over the internet.

References to "User ID" means the unique access user name which you use to login to access *i* Banking, but which cannot on its own be used to access the service.

References to "password" means the access code with which you use to access *i* Banking and which is known to you only. The password is used in conjunction with the User ID.

References to "transaction password" means the transaction code which you use to authorize transactions in *i* Banking and which is known to you only.

### Agreement

1. In consideration of access, and terms and conditions herein contained, we hereby authorize you to access our *i* Banking service.
2. Access to the *i* Banking services will be available through the use of your own personal computer(s), communications device(s) and other equipment and software. You acknowledge that the ability to use the *i* Banking service depends in part upon your equipment, software and internet service.
3. You agree to comply at all times with the security procedures described herein and any subsequent security procedures provided by us to you. You acknowledge that the purpose of such security procedures is for verification and authorization, not to detect any error in the transmission or content of any transaction.
4. We will provide you with a User ID, onetime login password and a onetime transaction password.
5. We will consider any access to the *i* Banking service through the use of a valid User ID and password to be duly authorized by you to access your account(s) and personal information. We will consider any transaction done through the use of a valid transaction password to be a duly authorized transaction.
6. You understand that we will comply with any duly authorized instructions without seeking to verify the identity of the person issuing the instructions.

7. You understand that if your User ID, password and transaction password are used to give instructions to us and accordingly undertaken by us, such instruction shall be irrevocable.
8. You accept responsibility for any unauthorized access to and action taken through the *i* Banking service using valid passwords, whether such access is by you, an employee, agent or other person.
9. You shall establish and maintain procedures to safeguard against unauthorized access to the *i* Banking service.
10. If at any time you have a reason to believe or suspect that the security procedures and/or your passwords have been disclosed to or accessed by any unauthorized person, you shall notify us as soon as practicable. You agree that the occurrence of unauthorized access shall not invalidate any transaction executed in good faith by us prior to the receipt of your notification.
11. You accept that we are not responsible for ensuring the accuracy of instructions provided by you.
12. You accept that we are not responsible for any loss or shortage arising from any fees levied by the operator(s) or other participant of any transfer system.
13. All accounts which you have access to using *i* Banking are governed by separate agreements. This Agreement does not supersede any signature card rules; however, if your account requires multiple signatures for withdrawals or transfers, you understand and agree to waive this requirement for transactions processed using *i* Banking.
14. You agree to pay all fees and charges you incurred as a result of your use of *i* Banking.
15. You acknowledge that The National Bank of Belize Limited may disclose and transfer any information that you provide through its *i* Banking service if we have a right or duty to disclose, or are compelled to disclose such information by law or regulations.
16. You agree that we may terminate this Agreement immediately without written notice if you fail to comply with this Agreement. If the *i* Banking service is terminated by us or by your instructions, all services, pending payments, transfers, and customer service requests will be cancelled.
17. Without prejudice to the abovementioned either party may terminate this Agreement.
18. Termination for whatever reason shall not affect your liability for fees and charges which accrued prior to termination. Termination shall not affect or terminate any other Agreement you may have in relation to your account(s) maintained on us.

### **Limitation of Liability**

We shall not be liable to you, your employee(s) or agent(s) for any direct, indirect, consequential or incidental damages or losses (including loss of profit) arising out of you accessing, and/or using *i* Banking. We do not make any warranties concerning the *i* Banking service, including but without limitation to any warranty on merchantability or fitness for a particular purpose.

### **Indemnity**

You agree to and hereby indemnify us, our Directors, Managers and employees against any and all losses, claims, liability for damage to the person or property, actions, judgments and costs arising out of your access/use of *i* Banking. We agree to and hereby indemnify you, against any losses, claims, and damages arising out of the fault, misconduct and/or negligence of our employees.

## Confidentiality

We have designed *i* Banking pursuant to this Agreement and the security procedures abovementioned to minimize the possibility of fraud, error or unauthorized disclosure of confidential information. You acknowledge that we will never request that you disclose your passwords. You agree never to disclose your password to any employee, vendor, agent or regulator of the National Bank of Belize Limited.

## Miscellaneous (Legal)

- a) Force Majeure: Neither party shall be liable to the other for any errors, delay or failure to perform due to causes beyond its reasonable control, including, but not limited to, natural disasters, fire, flood, storm, strike, labour unrest or interruption, work stoppage, war, riot, acts of God, power failure, equipment failure, severe or adverse weather conditions. Performance times shall be considered extended for a period of time equivalent to the time lost due to any such event or condition.
- b) Governing Laws: This Agreement shall be construed and enforced in accordance to the Laws of Belize.
- c) Severability: In the event that any of these terms, conditions or provisions shall be determined invalid unlawful or unenforceable to any extent such term condition or provision shall be severed from the remaining terms conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- d) Assignment: You shall not assign or sub-license, without the prior written consent of the National Bank of Belize Limited (which consent may be withheld for any reason) any rights or obligation in this Agreement.
- e) Survival: All provisions of this Agreement and any addendum hereto relating to confidentiality, non-disclosure, indemnity and fees and charges shall survive the termination or expiration of this Agreement and any such addendum.

## Contact Us

You may contact our Customer Service Department by email at [services@nbb ltd.bz](mailto:services@nbb ltd.bz) or call 501-822-0957.

*i* Banking support is available between the hours of 8:00am and 3:30pm Monday through Friday except for Public and Bank Holidays.

I/WE HAVE READ, UNDERSTAND AND HEREBY AGREE TO ALL TERMS AND CONDITIONS STIPULATED IN THESE AGREEMENTS. UNDER NO CIRCUMSTANCES WILL I/WE HOLD THE BANK LIABLE FOR ANY DIRECTOR IN DIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSS IN CONNECTION WITH MY/ OUR ACCOUNT.