

# GRENADA CO-OPERATIVE BANK LIMITED

## EBANKING TERMS AND CONDITIONS

The following terms and conditions apply to the access and use of the Electronic Banking Service ("eBanking Service") of the Grenada Co-operative Bank Limited ("the Bank"). By accessing or using this service or authorizing others to access or use this service, the person/s accessing or using this service hereby agree/s to be bound by these Terms and Conditions without limitation or qualification. These Terms and Conditions are in addition to those that apply to any account held with the Bank or any other services obtained from the Bank in the future.

### EBanking Service

1.1 The eBanking Service shall consist of, but not limited to the use of the following facilities: (i) MobileBanking, via the use of text/SMS, mobile applications or mobile browsers and (ii) Internet Banking. All accessed through the use of a personal computer or other electronic device or equipment.

### 2. Definitions and Interpretation

2.1 "Access codes" include the User ID, password, access codes and any other means of access afforded by the Bank to the Account Holder to gain access to the Bank's eBanking Service.

2.2 "Account" means any chequing, savings, certificate of deposit, credit card, loan or other account for which transactions may be performed using the eBanking Service.

2.3 "Account Holder" is a depositor or customer of the Bank, whether an individual, non-profit organization, company or other entity, who is currently in good standing as may be determined in accordance with standards and guidelines as may be imposed by the Bank for the purpose of availing of the eBanking Service.

2.4 "Business Account" means an account which is used for a business purpose and not for personal use.

2.5 "Business Day" means Monday to Friday, excluding holidays in Grenada, Carriacou & Petit Martinique on which banks are closed to the public and "Non-Business Day" shall be construed accordingly.

2.6 "Confidential Information" means any information that the Bank obtains regarding the Account Holder and/or Account Holder's business operation(s) in connection with providing eBanking Service or other banking services to the Account Holder (including but not limited to any information about any account of the Account Holder) other than information available through the public domain.

2.7 "Customer Account Mandate" means the written instructions, including but not limited to, the authorized signatories on the account, given to the Bank by the Account Holder in relation to operation of the account(s) of the Account Holder at the time the account was first opened and any valid amendments thereof.

2.8 "Instructions" means all messages including inquiries and requests for services sent by the Account Holder and/or User to the Bank by way of a communication method, which is provided through the use of the eBanking Service and utilizing the Access Codes of the Account Holder and/or User;

2.9 "Multi User" means more than one (1) person is registered by the Account Holder as authorized users of the eBanking Service in relation to a Personal Account or Business Account.

2.10 "Password" means the Password of the Account Holder used to access the eBanking Service of the Bank.

2.11 "Personal account" means an account established primarily for personal use.

2.12 "Retail Banking Unit/Branch" means any office of the Bank within the State of Grenada offering retail banking services to the public.

2.13 "Single User" means a single person is registered as the sole user of the eBanking Service in relation to a Personal Account or Business Account.

2.14 "Terms and Conditions" means the terms and conditions hereunder and as may be amended and revised by the Bank from time to time.

2.15 "User" means any individual authorized by the Account Holder to access the eBanking Service and shall include the Account Holder.

2.16 "User Guide" means the document, which may be amended from time to time, that the Bank provides to the Account Holder, either electronically, digitally, by regular mail or by hand which contains information, procedures and requirements relating to the use of the Bank's eBanking Service.

### 3. Registration for eBanking Service

3.1 The Account Holder who intends to avail of the eBanking Service shall complete, duly sign and deliver an application form to any Retail Banking Unit/Branch and indicate the Account(s) which the Account Holder would like to include in the eBanking Service.

3.2 In the event the Account Holder intends to avail of the same eBanking Service for additional or other accounts after initial registration in Clause 3.1 hereof, the Account Holder shall also formally register said additional or other account in the same manner as stipulated in the said Clause.

3.3 Activation of the eBanking Service in respect of the registered Account/s will take effect within two (2) Business days after the Bank's receipt and approval of the application form of the Account Holder.

3.4 Upon formal registration to the eBanking Service, the Account Holder shall be assigned a User ID or such other means of identification directed by the Bank in connection with the Account Holder's registered accounts.

3.5 The Account Holder shall be issued an initial temporary password for all electronic channels the Account Holder would like to avail of. The Account Holder shall be prompted to change the Account Holder's initial temporary password upon initial login to the eBanking Service.

3.6 The User ID, together with the password and security code, will be used to access the Account Holder's registered Account/s through the eBanking Service.

### 4. Password

4.1 The password shall be for the exclusive use of the Account Holder in accordance with the Terms and Conditions and/or the Bank's instructions and directions. The password shall not be disclosed to any other person under any circumstance. The Account Holder shall hold the Bank free from any liability arising from access or use of the Account Holder's password by a third person, whether such access or use of the third person was with or without authority of the Account Holder.

4.2 The Account Holder shall exercise sufficient care in handling and in using the Access Codes of the Account Holder and shall be responsible for the use thereof either by the Account Holder or the User.

4.3 Instructions and transactions entailing the use of the password shall, in all circumstances and at all times, whether with or without the Account Holder's authorization, be conclusively binding on the Account Holder. The Bank assumes that the transaction using the password is the authorized instruction of the Account Holder and the Bank shall not be liable in case the transaction was not so authorized.

4.4 For the security of the Account Holder, the Bank shall automatically disable access to the account in case a wrong password is used three (3) consecutive times. In such a case, access to the eBanking Services shall be automatically prohibited. To re-access the account or reactivate the service, the Account Holder shall be provided with instructions to re-enable the facility.

### 5. Security Procedures

5.1 The Account Holder shall comply with all security procedures and all other requirements provided by the Bank in the User Guide or any amendments thereof from time to time.

5.2 The Account Holder must take all reasonable precautions to prevent fraudulent or unauthorized use of or access to the Account Holder's Access Codes and/or other security details.

5.3 The Account Holder shall take every precaution to ensure the safety, security and integrity of the Accounts of the Account Holder, Instructions and transactions when using the eBanking Service. This includes but is not limited to:

(a) Ensuring that the Account Holder's electronic equipment is not left unattended while logged into the eBanking Services,

(b) Ensuring the equipment is logged off immediately at the completion of each access,

(c) Not using any personally identifiable information when creating shortcuts or as security access information for the accounts of the Account Holder.

5.4 The Account Holder and/or User is required to immediately notify and inform the Bank in the event:

(a) The Account Holder and/or the User is aware or suspects that a password is known to unauthorized third parties; or

(b) The Account Holder and/or User have discovered, or suspect irregularities in the use of the eBanking Service; or

(c) The Account Holder's computer or mobile device is lost, stolen, or changed;

5.5 An Account Holder shall not be liable for Instructions received by the Bank following such notification and until such time as the Bank deems the problem to have been resolved or remedied.

## 6. Availability of eBanking Service

6.1 The eBanking Service shall be available to the Account Holder seven (7) days a week, twenty-four (24) hours a day. However, the eBanking Service may be interrupted without notice due to maintenance and/or computer, telecommunication, electrical or network failure or for any other reason beyond the control of the Bank.

## 7. Cancellation or Revocation of Instructions

7.1 Although the eBanking Service may be available, the Account Holder understands that:

(a) Any financial transaction the Account Holder sends through the eBanking Service shall be processed and value-dated on the same Business Day, unless (1) that day is a Non-Business Day or it was made after the Bank's daily cut-off time (where financial transactions shall be processed on the same Business Day but value-dated the next Business Day); or (2) the transaction is dated at a certain future time;

(b) Transactions made through the eBanking Service are subject to the Bank's prescribed cut-off time. Transactions made after the designated cut-off time(s) shall be processed the same Business Day but value-dated the following Business Day.

(c) Instructions given or issued to the Bank by the Account Holder and/or User shall be binding on the Account Holder. Instructions cannot be cancelled or revoked provided that the Account Holder and/or User may, within twenty-four (24) hours of the giving or issue of such Instructions, request the Bank to cancel or reject the Instructions given or issued. Compliance with such request shall be at the sole discretion of the Bank.

(d) The Bank reserves the right to deny, reject, or refuse to grant, act on, or execute a request, instruction, or transaction of the Account Holder for the processing of the services provided under the eBanking Service for any reason determined by the Bank, including but not limited to, disqualification of the Account for such service.

(e) In the event that Instructions given or issued to the Bank by the Account Holder and/or User contradict or are in conflict with the Customer Account Mandate the Customer Account Mandate shall prevail.

(f) All data and activity of the Account Holder and/or the User may be recorded by the Bank. Any written reproduction of such data or activity shall be evidence that the activity occurred and that the Terms and Conditions were entered into between the Bank and the

Account Holder, unless the contrary is proven by the Account Holder.

(g) In the absence of manifest error, an extract from the Bank's written or electronic records which has been duly certified by an authorized Bank officer shall be, prima facie, indisputable and conclusive evidence of the details of the transaction.

## 8. Description of Services under the eBanking Services

8.1 The following is a description of the services available through the Bank's eBanking Service provided that the Account Holder has applied for this service. The Bank reserves the right to alter or vary the services available or offered from time to time.

### 8.2 Request for Bank Statement

(i) The Bank reserves the right to reject the printing of bank statement/s for an Account Holder whose deposit account status is disqualified for printing, or for any other reason as may be determined by the Bank.

### 8.3 Orders for cash checkbooks and bank drafts

(i) The Account Holder may order cash checkbook/s or drafts from deposit account/s. For this purpose, the Account Holder hereby authorizes the Bank to debit the relevant deposit account of the Account Holder, without need of notice, for the cost of the item requested.

(ii) The Bank reserves the right to reject orders for deposit accounts that are disqualified for cash, checkbook or bank draft issuance, or for any other reason as may be determined by the Bank.

### 8.4 Fund Transfer, Wire Transfer (SWIFT) and Electronic Funds Transfer (EFT) Transactions

(i) The Account Holder may transfer funds from the Account Holder's registered current/savings deposit account to another current/savings deposit account whether held or owned by the Account Holder or a third-party.

(ii) The Account Holder shall indicate the account number of the registered deposit account to which the funds shall be transferred. The Bank shall rely only on the account numbers given or entered by the Account Holder. The Account Holder shall accept full responsibility for any errors in providing the account number, amount to be transferred, or any information relating to the fund transfer transaction submitted to the eBanking Service.

(iii) Any transfer of funds made through the eBanking Service shall be deemed final once the system has successfully executed the Instructions/transactions.

(iv) The Account Holder may transfer funds from the Account Holder's registered current/savings deposit account to another account held or owned by the Account Holder or a third party in any other financial institution whether domestically or internationally by way of SWIFT and / or EFT transactions.

(v) The Account Holder acknowledges that it is the Account Holder's responsibility to ensure that all beneficiary information and all key data fields (including but not limited to account numbers, payee names, amounts, receiving bank information) required by the Bank to

effect the SWIFT and/ or EFT transactions are completely and accurately provided by the Account Holder. The Account Holder shall hold the Bank harmless from any loss which occurs if any Instructions for funds transfers are incomplete. The Account Holder acknowledges that the beneficiary may not treat funds as being received as of the date the Instructions are given and the Bank shall be indemnified against any loss, liability, expense or disputes that may arise with the beneficiary from the execution of the SWIFT and/or EFT transactions.

(vi) The Account Holder is required to submit SWIFT and/ or EFT Instructions by the Bank's submission timelines as advised by the Bank in order for the Bank to process the Instructions on the same day. The submission deadline is 12 Noon on Business Days for same day processing. Instructions received after the cut-off period would be processed no later than the next Business Day.

(vii) The Bank shall be entitled to rely solely on the information, representations and warranties provided by the Account Holder pursuant to this Agreement and shall not be responsible for the accuracy or completeness of any Instructions given to effect any transfers referred to in this Clause 8.4. The Bank shall be responsible only for carrying out the SWIFT and/ or EFT transactions expressly provided for in this Agreement and those terms and conditions contained on any request for funds transfer form provided by the Bank and shall be liable only for its gross negligence or willful misconduct in performing the SWIFT and/ or EFT Service.

(viii) The Account Holder acknowledges that the SWIFT and / or EFT instructions will result in funds being withdrawn from the Account Holder's account, along with applicable fees as set forth in the Bank's Schedule of Fees and Charges. All fees and charges under the Electronic Banking (eBanking) Terms and Conditions are subject to change, upon thirty calendar days' prior notice from the Bank to the Account Holder. The Account Holder shall be responsible for the payment of any fee or charge arising out of the use of the Electronic Banking (eBanking) SWIFT and/or EFT service."

(ix) Requests for transfers of funds through the eBanking Service made by the Account Holder and received by the Bank before the Bank's cut-off time shall be processed on the same Business Day. Request for transfer of funds received by the Bank after the Bank's cut-off time shall be considered transaction of the following Business Day.

(x) Only cleared and withdrawable balances of the registered accounts shall be considered for fund transfer. In case of insufficient funds in the registered account, the request for fund transfer will automatically be cancelled, without need of prior notice. The Bank shall have no obligation or liability if it does not complete a transfer due to insufficiency of funds in the registered account of the Account Holder.

(xi) The Account Holder shall hold the Bank and/or any of its directors, shareholders, officers or representatives free and harmless from any liability, damage, causes of action and the like for failure to effect fund transfer under this arrangement due to causes not attributable to the Bank or beyond its control, including causes due to offline condition or when the eBanking Service becomes inoperative due to any reason, or in cases of natural disasters or calamities, fortuitous events, force majeure, unforeseen events or emergencies.

(xii) These Terms and Conditions supplement and should be read together with any terms and conditions contained or specified on any request for funds transfer form of the Bank to the Account Holder so far as they relate to the Bank's Electronic Banking (eBanking) service of transfer of funds.

(xiii) The Bank shall not be liable for any action that may arise between the beneficiary and the Account Holder.

## 8.5 Bills Payment

(i) The Account Holder may pay bills charged by participating payee institutions/merchants registered with the eBanking Service.

(ii) In accepting bills/merchandise/service payments, the Bank merely acts as the conduit of the Account Holder and the payee institution/merchant. The Account Holder agrees that any complaint/protest relative to billing statements of the payee institution/merchant, including discrepancies between the billing amount and the paid amount, shall be taken up directly by the Account Holder with the said payee institution/merchant.

(iii) Only cleared and withdrawable balances of the Account Holder's registered deposit accounts shall be considered and available for bills payment. In case of insufficient funds, the payment request will be automatically cancelled by the Bank, without need of prior notice. Payments made after the Bank's cut-off time shall be considered payments for the following Business Day.

(iv) The Account Holder authorizes the Bank to disclose to any of the payee institutions/merchants any matter pertaining to the account as may be necessary for the operation of this Bills Payment arrangement. For this purpose, the Bank is hereby held free and harmless from any and all liabilities, claims, demands, suits of whatever nature, arising out of or in connection with such disclosure.

(v) The Account Holder assumes responsibility for ensuring that payments are for current/due bills only. Payments for billings that are past due, overdue, or beyond the deadline for payments, with notice of service disconnection/termination of contract or lapse of policy, shall be made directly to the collection office of the payee institution/merchant. The Bank shall not be held liable for any adverse actions/consequences instituted by the payee institution/s and/or individual/s for payments made on overdue or past due accounts, including payments for service disconnection, termination of contract, lapse of policy and/or the like.

(vi) The Bills Payment arrangement between the Bank and any of its affiliated payee institutions/merchants may be cancelled at any time by either party without any written prior notice of termination to the Account Holder. The Account Holder shall notify the Bank of any and all changes in the list of payee institution/merchants registered with the eBanking Service.

(vii) The Bank shall not be liable for any action that may arise between the payee institution/merchant and the Account Holder.

The Account Holder hereby agrees to hold the Bank free and harmless from any and all losses, claims, damages, liabilities, etc. for consequences as a result of any delayed payment by the Account Holder, or for discrepancies between billing amount and paid amount

## 8.6 Scheduled Transactions

8.6 A request to transfer funds between Accounts or pay merchants may be scheduled for a future date as a one-time request or a recurring request ("Scheduled Transactions"). A Scheduled Transaction will be initiated on the scheduled date requested (even if the scheduled date is not a Business Day).

It is the responsibility of the Account Holder to ensure that sufficient funds are available for a requested Scheduled Transaction at the time it is to occur and to confirm that transfers have actually been made or processed. The Account Holder hereby agrees that the Bank will not be liable for any missed payment(s), howsoever caused, as a result of the use of this feature.

## 9. Service Charges

9.1 The Bank reserves all rights to charge a fee for the use of the eBanking Service, including any service provided therein, and the Account Holder hereby authorizes the Bank to debit the Account of the Account Holder for the amount of service charge for the use of the service. The Bank also reserves the right to impose new service and maintenance charges and change existing charges within the limits allowed by the law. The rate of such charges, period and method of payment shall be based on the Bank's own discretion and shall be binding on and payable by the Account Holder if the eBanking Service is still being retained/availed of and/or used after the publication or notification of its service charges or changes thereto whether the Account Holder has knowledge of the publication or notification or not.

## 10. Cancellation of eBanking Services

10.1 The Bank reserves the right to cancel, terminate, or suspend the use of the eBanking Service granted to the Account Holder for any reason, including, but not limited to:

- (a) Improper handling or usage of the eBanking Service;
- (b) Zero account balance;
- (c) Bankruptcy of the Account Holder; (d) Death of the Account Holder;
- (e) Termination of the Banking relationship with the Account Holder;
- (f) Amalgamation, reorganization or winding up of the Account Holder;
- (g) Debt restructuring of the Account Holder;
- (h) Violation of these Terms and Conditions or any amendments thereof by the Account Holder and/or User.

10.2 The Account Holder may cancel or terminate access or use of the eBanking Service by completing and signing a cancellation form at any Retail Banking Unit/Branch.

10.3 Cancellation or termination by either party must be effected by either party giving to the other up to Fourteen (14) days notice in writing.

## 11. Users

11.1 In the event the Account Holder's account is solely owned by him, the Bank will act solely on the Instructions of the Account Holder in accordance with his Customer Account Mandate.

11.2 For accounts held jointly by two (2) or more Account Holders, the Bank will only approve and process Instructions that are given in compliance with the Account Holders

## Customer Account Mandate.

11.3 For Business Accounts, the Bank will only approve and process Instructions that are given in compliance with the business entity's Customer Account Mandate that relates to the names and numbers of the authorized signatories on the relevant account. Application for the eBanking Service by a limited liability company or other business entity must be accompanied by the Terms and Conditions and resolution of the Board of Directors in the form provided and/or approved by the Bank and duly executed by the Account Holder in accordance with the relevant Customer Account Mandate.

11.4 For all accounts, the Bank will, on the application of the Account Holder, grant non signatories Users permission to make inquiries only and no email alerts will be available.

11.5 The Account Holder warrants that the Users identified in the Multiuser application of the Account Holder for the eBanking Service have all the necessary powers, authority and approvals to access the account of the Account Holder at the permission level that is specified in the Access Rights section of the relevant application.

11.6 If the Account Holder consists of more than one person (i.e. as in the case of joint "and/or" accounts), each and every Account Holder shall be jointly and severally responsible for all transactions involving the use of the eBanking Service and the Terms and Conditions herein shall be jointly and severally binding on each and every one of the Account Holders.

## 12. Obligations of Account Holder/User

12.1 The Account Holder and/or User shall observe and comply with the Terms and Conditions. The Account Holder hereby acknowledges that the Terms and Conditions have been read and understood by the Account Holder and that the same shall be adhered to.

12.2 The Account Holder shall accept full responsibility for all transactions made through the eBanking Service with or without the knowledge or authority of the Account Holder and shall accept the Bank's record of transactions as conclusive and binding for all purposes.

12.3 The Account Holder must inform the Bank immediately of any changes in address and/or other changes concerning the Account Holder and/or User or any other information that can be considered to be of importance or significance for the proper execution of the Terms and Conditions and the use of the eBanking Services.

12.4 The Account Holder agrees that the use of the eBanking Service is at the Account Holder's own risk and shall assume all risks, errors, omissions and delays incidental to or arising out of the use of the service.

12.5 The Account Holder and/or the User shall regularly scan their computers, mobile devices or other electronic equipment used to access the eBanking Service, in order to detect viruses and other harmful software, malware and programs and shall use their best efforts to ensure that:

(a) The computer, mobile device or other electronic equipment as described aforesaid and system software are free of viral contamination and other destructive codes; and

(b) No virus is transmitted to the Bank's computer/electronic equipment, hardware and/or software.

(c) All computing and communication devices and equipment and systems are regularly upgraded installed and maintained in order to make full use of the eBanking Service.

12.6 The Account Holder and/or the User must ensure that all security procedures are complied with when accessing the Bank's eBanking Service and before transmitting any Instructions.

12.7 In the event the Account Holder and/or User suspects that unauthorized Instructions have been given or issued to the Bank the Account Holder and/or the User shall inform the Bank immediately. In such a case the Account Holder and/or the User shall permit the Bank, upon its request, to check the Account Holder's and/or the User's hardware and software applications for which purpose copies of relevant files and/or documents may be made by the Bank. The Account Holder and/or the User accepts that liability shall

not be ascribed to the Bank unless it has been determined that the Bank's equipment is at fault.

12.8 In the event the Access Codes do not afford access to the eBanking Service the Account Holder and/or the User shall inform the Bank immediately. The Account Holder and/or the User shall permit the Bank upon its request to check the Account Holder and/or the User's hardware and software applications for the purpose of rectifying the problem.

### 13. Administrative Changes

13.1 The Bank shall act on the instructions of the Account Holder concerning the administration of the eBanking Service including the resetting of Access Codes and changes to Users.

(a) For business accounts any such instructions or requests must be signed by the signatories in accordance with the Customer Account Mandate;

(b) Instructions or requests received by email, fax or other electronic communication is not acceptable. Original instructions or requests in writing duly signed by the authorized signatories mentioned in the preceding Clause must be issued to the Bank by the Account Holder.

### 14. Liability of the Bank

14.1 The Bank will not be liable for any losses resulting from circumstances over which it has no direct control, including, but not limited to, the failure of electronic or mechanical equipment or communication lines or other interconnection problems, severe inclement weather, earthquakes, floods or other such events.

14.2 The Bank does not warrant the accuracy, adequacy or completeness of the information and materials provided under the eBanking Service, and expressly disclaims liability for errors or omissions in such information and materials.

14.3 The Bank does not warrant or represent that access to the whole or part of the eBanking Service, or information and/or functions herein will be provided uninterrupted or free from errors or free from unauthorized third party interception or that any identified defect will be corrected, or that there will be no delays, failures, errors, omissions, or loss of transmitted information, or that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the computer or mobile system of the Account Holder.

14.4 The Bank, including its directors, share-

holders, officers, and/or representatives, shall in no event be liable for any loss or damages howsoever arising whether in contract or any other basis, including without limitation, actual, consequential, nominal, or other damages, or loss of profits or savings arising in connection with the access or use or the inability to access or use the eBanking Service, or reliance on the information contained therein, or for any technical, hardware or software failure of any kind, or the interruption, error, defect, omission, delay in operation or transmission, computer viruses or line or system failure, even if the Bank is advised of the possibility of such damages, loss or expenses.

14.5 With the exception of gross negligence by the Bank, the Bank shall not be liable for any damage, consequential damage and/or loss of profit which is directly or indirectly derived or arises from:

- (a) The Bank's services not being wholly or partially available;
- (b) Change, suspension and/or termination of the Bank's eBanking Service;
- (c) The non-execution or untimely execution of Instructions
- (d) Unauthorised changing of Instructions received
- (e) The non-functioning or inadequate functioning (or malfunctioning) of the Access Codes.

14.6 The non-functioning or inadequate functioning of the communication method(s), or any other malfunctioning, does not indicate that Instructions have not been executed. In such event the Account Holder and/or the User shall have to enquire of the Bank with respect to the status of the Instructions given (or pending) by contacting the offices of the Bank during opening hours.

14.7 The Account Holder hereby indemnifies the Bank and holds the Bank harmless from and against any and all losses, expenses, claims, charges arising directly or indirectly as a consequence of any and all acts and omissions by the Account Holder or any of its Users under the Terms and Conditions, including but not limited to any breach of the Terms and Conditions, any violations by the Account Holder of any applicable law, any failure to maintain the safety of the security of the Bank's security details and any third party claim arising out of or relating to the Account Holder's and/or User's use of or failure to use the Access Codes issued by the Bank.

14.8 The failure of the Bank to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

15. Amendment or Modification of Terms and Conditions.

15.1 The Bank hereby reserves the right to amend the Terms and Conditions as it may deem necessary in the best interests of the Bank and the Account Holder. In such event the Bank will endeavor to provide the Account Holder with at least Thirty (30) Business Days prior notice of any such change, unless this is not reasonably practicable so to do.

15.2 The amended terms and conditions shall be communicated to the Account Holder through mail, e-mail and/or by posting notice of such amendment on the Bank's website or in any conspicuous place at the offices and/or branches of the Bank or in such form or manner determined by the Bank.

15.3 It shall be the responsibility of the

Account Holder to inform its Users of any amendments to the Terms and Conditions. Retention of the eBanking Service constitutes acceptance of these Terms and Conditions and subsequent amendments thereof.

15.4 Save and except for amendments of the Terms and Conditions as a result of a change of law which shall take effect immediately, any other amendment of the Terms and Conditions shall be binding on the Account Holder thirty (30) days after the Account Holder has been informed thereof.

15.5 If the Account Holder does not agree to such amendments, the Account Holder shall inform the Bank accordingly by notice in writing within the said period and upon receipt of such notice the Bank shall cancel the eBanking Service.

### 16. Confidentiality

16.1 The Bank will not communicate or disclose the Account Holder's confidential information to third parties without the Account Holder's consent unless the Bank is required to do so pursuant to the Banking Act of the Laws of Grenada or any other applicable.

16.2 In addition to the disclosure in the preceding clause the Account Holder agrees that the Bank may disclose confidential information relating to the Account Holder without the Account Holder's prior consent to:

- (a) any of its affiliates;
  - (b) any of its agents and subcontractors; or
  - (c) any of its professional advisers
- Such disclosure being limited to operational or any other legitimate business purposes connected to the Bank's eBanking Service.

16.3 The Bank will use its best efforts to advise any parties to whom such information has been disclosed of the confidential nature of the information and to obtain the undertaking of such parties to maintain such confidentiality.

### 17. Assignability

17.1 Neither the Account Holder nor the Bank may transfer or assign its rights, benefits and/or obligations hereunder without the prior consent of the other party. However, the Bank is entitled to without the prior consent of the Account Holder to assign any of its rights or obligations to any of its affiliates.

### 18. Notices

18.1 Any notice to be given by the Bank or the Account Holder hereunder shall be in writing by prepaid registered mail or by courier to the respective addresses of the Account Holder and the Bank as provided in these Terms and Conditions.

18.2 Any such notice shall be deemed to be delivered upon actual receipt.

### 19. Conflict and severability

19.1 In case of conflict between these Terms and Conditions of the eBanking Service and the terms and conditions governing the relevant Accounts and other product/s, and/or service/s already held by the Account Holder with the Bank, the latter will prevail.

19.2 If any part of these Terms and Conditions is determined to be unconstitutional, invalid or unenforceable pursuant to applicable laws provisions of the Terms and Conditions not so declared to be unconstitutional, invalid or unenforceable shall continue to be in full force

and effect.

19.3 These Terms and Conditions expressly includes the following Annexes available for download from the Bank's website (www.grenadaco-opbank.com) and which may be available at any of the Bank's branches.

- (a) *Annex A* – User Guide
- (b) *Annex B* - eBanking Services Application form

19.4 In the event of a conflict between the Annexes mentioned herein and the Terms and Conditions the latter shall supersede and prevail.

**20. Governing Law**

20.1 These Terms and Conditions shall be governed by the Laws of Grenada. Any legal action arising under or by virtue of these Terms and Conditions shall be brought only and exclusively in the courts of Grenada and by accessing or using the eBanking Service, the Account Holder irrevocably submits to the jurisdiction of such courts.

Dated the .....day

of .....20.....

Signed at .....Retail Banking Unit of the Bank.

.....  
Signature

.....  
Account Holder (PRINT NAME)

.....  
Address

.....  
Signature

.....  
Account Holder (PRINT NAME)

.....  
Address