

Internet Banking Agreement



**General Terms and Electronic Funds Transfer Disclosures (Terms and Disclosures)**

This agreement (the "Agreement") made between you and us for accessing your Demerara Bank Ltd (also referred to herein as Demerara Bank and DBL) accounts via Demerara Bank's Online Banking includes certain disclosures for electronic funds transfer and terms and conditions governing the use of available services offered through Demerara Bank's Online Banking. As used in this document, the words "we," "our," and "us" mean Demerara Bank and the words "you" and "your" mean the account holders(s) and anyone else with authority to deposit, withdraw, or exercise control over the funds in the account. By using Online Banking, you agree to abide by the terms and conditions of this Agreement and acknowledge your receipt and understanding of the disclosures contained in this Agreement. Please read this Agreement carefully and keep a copy for your records.

This agreement is in addition to other agreements between you and us, including the applicable deposit account disclosure agreement(s) and terms and conditions, and our rules and regulations as well as your loan agreements with us. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreements between you and us, as it relates to Online Banking, this Agreement will control.

Your use of available Online Banking services may be made by use of passwords or other means which are acceptable to us to establish your identity and acceptance of the electronic communications. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of tampering or altered data.

We may, from time to time, introduce new Online Banking services and we will notify you of the existence of these new services. By using new available Online Banking services when they become available, you agree to be bound by the rules governing these new Online Banking services.

Business Days/Hours: The term "business day" shall mean every day except Saturdays, Sundays and banking holidays. Our business hours are 8:00 a.m. to 2:00 p.m. Monday through Thursday and 8:00am to 2:30pm on Fridays.

**The Service**

**1. Eligible Accounts**

To access your accounts through Demerara Bank's Online Banking, you must have at least one eligible account with us. For purposes of this Agreement, the term "Eligible Account" includes the types of deposit and credit accounts that are identified below. If you have more than one Eligible Account, we will "link" the relationships together unless you request certain accounts not be linked. Accounts that are linked under the Online Banking services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through Demerara Banks Online Banking. An account that requires two or more signatures to make withdrawals or with special withdrawal restrictions may not be designated as an Eligible Account.

The following are Eligible Accounts:

Checking, Savings, Money Market Deposit, Certificates of Deposit, Instalment Loans.

**2. Access to Services**

To initially access Online Banking services you will use a temporary User Code and Password assigned by the bank. With your first access to Online Banking, you will be asked to designate your own User Code and Password that has certain specifications as well as other layers of security (instructions will explain them).

You agree to keep your Demerara Bank Online Banking access information confidential to prevent unauthorized access and use of your accounts. For security purposes, we recommend that you memorize this information.

If you suspect your access information is lost or in the hands of an unauthorized user, please tell us at once. You may talk to a Customer Service representative at (592) 225 0610 thru' 9 at our Head Office or (592) 337 4441 at our Rose Hall branch. We reserve the right to block your access to Online Banking services to maintain or restore security to our web site and systems, if we reasonably believe your access information has been, may be obtained, or is being used or may be used by an unauthorized person(s).

**3. Description of Services**

Please refer to the online documentation for the description of services.

**4. Hours of Operation**

You can access Online Banking services through Demerara Bank's Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of the service may not be available due to system or Internet maintenance. If we need to change the scope of our Online Banking services, we will attempt to provide prior notices of such interruptions and changes, but cannot guarantee that such notice will be provided.

Date

**Contact Information**

First Name  Last Name   
 email

**Accounts and Access Type**

Branch

Check/Savings	INQ	CR	DR	Term Deposits	Loans/Mortgages
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

.....  
SIGNATURE

**4. Hours of Operation (cont'd)**

A transfer between deposit accounts initiated through Online Banking before 3:00 p.m. on a business day will be posted to your accounts on the same day. We cannot ensure that a transfer between deposit accounts after 3:00 p.m. on a business day will be posted to your account on the same day. Transfers initiated on a Saturday, Sunday, or a bank holiday, will be posted on the next business day.

**5. Electronic Messaging**

Sending electronic messages to us through Demerara Bank's secure web site allows you to contact us with your questions and the bank to contact you with notices and disclosures protected by encryption.

**6. Notice of Your Rights and Liabilities**

Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither we nor any party that provides Internet access or provides equipment used to access the Online Banking services or any agent, independent contractor, or subcontractor of any of the foregoing will be liable for any loss, injury, or damage including without limitation, direct, indirect, incidental, special, consequential, or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way of the installation, use or maintenance of the Online Banking services or of the Internet service provider used to access the Online Banking services, or of the equipment used to access the Online Banking services including, without limitation, any loss, injury, or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communications with us, even if we or the Service Providers are aware of the possibility of such event.

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by Demerara Bank's Online Banking services or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

**8. Waivers**

No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the Demerara Bank.

**9. Assignment**

You may not transfer or assign your rights or duties under this Agreement.

**10. Governing Law**

The laws of Guyana shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

### 11. Confidentiality of Account Information

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transactions or resolving errors;
- In order to comply with laws, government agency rules or orders, court orders subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information; or
- To our employees, service providers, auditors, collection agents, or attorneys in the course of their duties and to the extent allowed by law; or
- If you give us written permission.

### 12. Unauthorized Access

Tell us AT ONCE if you believe your access information has been compromised, lost or stolen. Prompt notification is the best way of keeping your possible losses down. You could lose all the money in your account (plus the maximum line of any overdraft facilities whether formal or otherwise). Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you believe your access information has been compromised, lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call Customer Service at (592) 225 0610 thru' 9 (Head Office) or (592) 337 4441 (Rose Hall branch) during normal business hours listed in this Agreement.

### 13. Termination

This agreement continues in full force and effect until terminated. You may terminate this Agreement and your use of Online Banking services at any time by calling Customer Service at (592) 225 0610 thru' 9 (Head Office) or (592) 337 4441 (Rose Hall branch) or by sending a written termination notice to Demerara Bank PO Box 12133 230 Camp & South Streets, Georgetown. Your termination notice will be confirmed by mail. You authorize us to complete fund transfers until we have had a reasonable opportunity to act upon your termination notice.

We may terminate this Agreement and your use of the Online Banking services at any time without cause or prior notice. This Agreement and your use of the Online Banking services will be terminated automatically if your Eligible Account(s) are closed or access to your Eligible Account(s) is restricted for any reasons. This Agreement and your use of the Online Banking services may be terminated at any time without prior notice due to insufficient funds in one of your Eligible Accounts. After termination on such basis, you may again enroll once sufficient funds are available in your Eligible Accounts to cover any fees and other pending transfers or debits. We reserve the right to temporarily suspend Online Banking services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your access information as an indication of attempted security breach. Termination of the services does not affect your obligations under this Agreement with respect to occurrences before termination.

### 14. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Online Banking Agreement. When changes are made to any fees, charges, or other material terms, we will electronically update this Online Banking Agreement or send an e-message notice to you at the address shown on our records at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days before the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. The applicable Account Disclosure Statement governs changes to fees applicable to those specific accounts.

### 15. Security Procedures

By accessing Online Banking, you hereby acknowledge that you will be entering a protected web site owned by Demerara Bank, which may be used only for authorized purposes. The Bank may monitor and audit usage of the System and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under applicable laws.

### 16. Fees Schedule

There is no charge for the Online Banking service, which includes access to all Eligible Accounts.

#### Other Charges

You should note that depending on how you access Online Banking or Transfers outside Demerara Bank, you might incur charges for:

- Normal account fees and service charges.
- Any Internet service provider fees.
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through Online Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.

### Other Charges (cont'd)

-Additionally, fees may be assessed for added self-service features available through Online Banking customer service, such as stop payment requests, check copy orders and account statement copy orders. Please consult a customer service representative to see if your accounts are subject to these fees.

-An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.

-We may charge you a research fee of \$1000 for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

### 17. Indemnification

Customer, in consideration of being allowed access to Bank's Service, agrees to indemnify and hold the Demerara Bank harmless for any losses or damages to the Bank resulting from the use of the Service, to the extent allowed by applicable laws.

I/We understand that by signing this agreement I/we are authorized to use Online Banking and that such use signifies agreement to the terms and conditions set forth in this Online Banking Agreement.

Notice and Consent Regarding Electronic Delivery of Terms and Disclosures

We are required to provide you with certain information to you in writing regarding electronic delivery of the Terms and Disclosures. By consenting to the electronic delivery of the Terms and Disclosures, you agree to the following:

-Equipment and Software

To access Demerara Bank's Online Banking you must have an active account with an Internet Service Provider (ISP), an Internet browser software program from software publisher(s) (Internet Explorer and Netscape) with version number(s) 4.0 and above with a 128 bit encryption that we may specify from time to time. You are solely responsible for the equipment (including, in the case of Online Banking, your personal computer and software) you use to access Online Banking services. We are not responsible for errors or delays or your inability to access the services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon. We do not warrant nor will we be responsible for any errors or failures from the malfunction or failure of your equipment.

-Paper Copy of Terms and Disclosures

You consent to the electronic delivery of the Terms and Disclosures. You may also receive a paper copy of the Terms and Disclosures by writing us at Demerara Bank, PO Box 12133, 230 Camp & South Streets, Georgetown or by calling us at (592) 225 0610 thru' 9 (Head Office) or (592) 337 4441 (Rose Hall branch). If you prefer not to consent to electronic delivery of the Terms and Disclosures, we will provide you with a paper copy. You may request such a copy by writing or calling us at the above. There is no fee for providing a paper copy.

-Withdrawing Consent to Electronic Delivery

If after consenting to the electronic delivery of Terms and Disclosures and receiving such disclosures electronically, you decide that you would also like a paper copy, you may request such a copy as described in the Paper Copy of Terms and Disclosures section above.

-Consent and Acknowledgement

I acknowledge and agree as follows:

I have the hardware and software necessary to access and retain the Terms and Disclosures delivered electronically and am able to download and print a copy of the Terms and Disclosures; and I have received, read and agree to the Notice and Consent Regarding Electronic Delivery of Terms and Disclosures.

A. Protecting Your Passcode

You agree that we may send notices and other communications, including passcode confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Demerara Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your passcode secure and strictly confidential, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your passcode that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new passcode if you believe your passcode may have become known to an unauthorized person. Demerara Bank will have no liability to you for any unauthorized payment or transfer made using your passcode that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your passcode even without receiving such notice from you, if we suspect your passcode is being used in an unauthorized or fraudulent manner.

B. Acknowledgment of Commercially Reasonable Security Procedures

By using Online Banking, you acknowledge and agree that this Agreement sets forth