



EBANKING AGREEMENT AND DISCLOSURES

I agree that my use of Heritage Bank Limited EBanking Services will be in accordance with the following terms and conditions and that my use of these services signifies both my acknowledgement and acceptance of the Terms and Conditions below.

In this Agreement the following meanings apply:

“EBanking” means the Internet or Cell [Cellular] Phone Banking Services;

“Session” means an unbroken period of time during which the user is connected to and active on Heritage Bank Limited Internet or Cell [Cellular] Phone Banking Services;

“Password” or “Mobile ID” means a combination of numbers and/or letters selected from time to time enabling user access to accounts or services;

“Transfer” means the exchange of funds from one account to another account;

“We” and “us” means the Heritage Bank Limited; and

“I”, “my”, “you”, and “your” means the Undersigned Corporation, Partnership, Association, Sole Ownership or Individual.

Cut-Off Time

Normally, transfers between your accounts at Heritage Bank Limited received before 5:30 p.m. will be posted to the designated account(s) on the same business day. Any transfer received after 5:30 p.m. from Monday to Friday, on weekends or holidays, **will not** post to the account until the next business day.

BUSINESS DAY

A business day is Monday through Friday, excluding holidays. Our EBanking Services are generally available twenty-four (24) hours a day, seven (7) days a week.

NO SIGNATURE REQUIREMENT

When any payment or other EBanking service generates items to be charged to your account, you agree that we may debit your designated account without requiring your signature on the item and without notice to you.

USER ID AND PASSWORD

User ID, Mobile ID and Password are for your account security and you are responsible for its safekeeping. For security purposes, you agree not to disclose or otherwise make your User ID, Mobile ID and Password available to anyone. You further agree that you will be liable for all losses and consequential damages occur as a result of you causing your User ID, Mobile ID or Password to be known to any third party.

JOINT ACCOUNTS

A request for EBanking services may access any account on which you are listed as an owner, joint owner, trustee or custodian. For joint accounts, one or more account holders may request EBanking Services and each will have their own User ID, Mobile ID and Password. Regardless of whether one or more account holder of a joint account subscribe to the EBanking Services, each account holder agrees that any account holder has the authority to use the EBanking Services. In order to execute any EBanking transaction, the bank will honor commitments of “*Two to Sign*” or “*All of the above to Sign*” as required by Joint account holders. A written instruction indicating each joint holder account privilege must be on record at the bank with the signatures of all Signatories affixed. The options available are View Only, Transfer Funds In, Transfer Funds Out, or Transfer Funds In/Out. All account holders agree to be jointly and severally liable under the terms of this Agreement and all other agreements which govern your account.

SESSIONS

A “session” is completed when you click on the “EXIT” button, close your browser, or move to a web site outside the secure socket layer (connection) established by the Bank. The session may also be terminated if there is no activity within a set amount of time. In the event of a communications error, the session is terminated automatically. If you have not completed your transaction before the session is terminated, you must start the transaction again from the beginning. You should be careful to “EXIT” (sign off) after each use of the EBanking Service to avoid providing unauthorized access to your account by other persons who might have access to the computer or cell phone on which you conducted your session.

DOCUMENTATION

Record any confirmation number given along with the scheduled date and transaction amount because this can help in resolving any query you may have on a transaction. No printed receipts are issued through EBanking.

FINANCIAL INSTITUTION LIABILITY

The bank shall not be held liable for losses or damages not resulting from actions of the bank or bank employees, including but not limited to the following:

- Insufficient money in your account to make the transfer;
- Transaction will exceed authorized overdraft limit;
- Natural disasters, fire, explosion, or any such similar incident;
- You wittingly or otherwise make known your User ID, Mobile ID or Password; or you do not report immediately any known theft of your ID, password, or cell phone leading to unauthorized access to accounts;
- You leave your computer/phone unattended in the middle of a banking session that results in unauthorized access to your account(s);
- You do not sign off (exit) after completing your banking session;
- You initiate an inaccurate request;
- You provide incomplete or incorrect instructions to facilitate a transaction;
- You initiate a bill payment with insufficient time to meet due date or the person you paid delayed processing your payment;

- Your request does not meet the dollar limits for such transaction;
- Transactions on your accounts are restricted by a legal process;
- If we or our agent reasonably believe that a transaction may be unauthorized and, based thereon, the transaction is not completed;
- Failure of equipment resulting in a delay or loss of access to your account.

CONFIDENTIALITY

We will disclose information to third parties only with your written authority unless such disclosure is necessary:

- to complete a transaction and the third party and bank have a confidentiality agreement; or
- to comply with the law;

You agree that the internet and cell phone are not fully secure media of communication and the bank is unable to guarantee the privacy of customer information and the bank is not liable for losses or damages, resulting from hacking or other similar action; providing the Bank takes reasonable security measures deemed appropriate to protect customer information.

UNAUTHORIZED TRANSFERS

Immediately notify bank if you believe your EBanking information has been compromised.

You are responsible for all transfers that you authorize using our EBanking Services. If you permit other persons to use the EBanking Services to access your information, you are responsible for all transactions conducted whether or not you intended that the transactions be performed.

STOPPING PAYMENT OF A PREAUTHORIZED TRANSFER

Right to stop a preauthorized transfer and procedure for doing so –If you initiate a stop payment via EBanking you need to sign the confirmation and submit to bank within five (5) days of placing the stop. The stop payment will be revoked if your signed stop payment EBanking confirmation is not received within five (5) days. You will incur stop payment charges as disclosed in the Bank’s current fee schedule.

CHANGE IN TERMS

The Bank may change, revamp, replace or amend any terms of this Agreement as deemed necessary and notify you of the prevailing Agreement either individually to your postal address or e-mail, or collectively in public media or via the Bank’s web site. You may choose not to accept the current Agreement by terminating your use of EBanking Service.

CHANGES/INTERRUPTIONS IN SERVICE

We may on a regular basis perform maintenance on our equipment or system which may result in interrupted service or errors in the Services. We may also need to change the scope of our services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

SECURITY

In order to contain fraud, you agree to protect your EBanking information and we reserve the right to block access to EBanking services when necessary to upgrade security to our website.

TERMINATION

This Agreement remains in effect until terminated by you or Bank. You may terminate this Agreement by notifying us via EBanking, e-mail, phone, or postal mail.

If you choose to terminate this Agreement, ensure there are no pending transactions by also cancelling all scheduled transfers prior to termination. Please note that termination of EBanking Agreement does **not** terminate your Bank accounts. However, closure of your Bank accounts will cancel access to EBanking services.

ERROR CORRECTION NOTICE

Contact Customer Services for queries about your EBanking transactions.

MISCELLANEOUS

Severability: If any provision of this Agreement is void or unenforceable, such ineffectiveness or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

Governing Law: This Agreement shall be governed by and construed in accordance with the Laws of Belize.

Valid Agreement: This Agreement is a valid and binding obligation of the parties thereto enforceable in accordance with its terms and is additional to and not in substitution for the terms of any other agreement between yourself and the Bank.

Kindly sign below to acknowledge understanding and acceptance of this Agreement:

Customer

Heritage Bank
106 Princess Margaret Drive, P.O. Box 1988
Belize City, Belize Central America
Telephone: +501 223 5698/6783/6784
Fax: +501 223 0368/6785/6067
Email: services@banking.bz
Website: www.heritageibt.com