Terms and Conditions

Stop Cheque

I declare that the following information is true and accurate and is to be regarded as part of the Republic Bank (EC) Limited (the Bank) Terms and Conditions that was agreed upon online registration. The Bank shall not be liable for loss incurred on cheque(s) previously processed.

Before submitting this request, please verify that the cheque(s) have not yet been processed by the Bank. You can do so by review of your online statements and Transaction History. The cost of a stop cheque request is XCD30.00 and will be debited from the selected Chequing account.

Wire Transfers

By accepting this transaction, you agree to the following: The above information was verified by me/us and is correct. In instances where the beneficiary instructions were changed from the original/normal instructions, I/We have verified the beneficiary banker's instructions with the supplier/beneficiary by phone. Should the information provided above be incorrect and the funds are returned by the foreign bank, I/We will be liable for any charges incurred as a result. It is understood that the message will be sent at my/our risk in every respect and that neither you nor your correspondents will be liable for the consequences of any delay in transmission or payment caused by circumstances beyond your or their control. The liability of the bank shall be limited to transfer errors within the Bank's control.

Registration and Cardless Cash

Corporate:

Registration Corporate:

Republic Bank Electronic Banking Services Terms and Conditions

This Agreement governs the Customer's use of Republic Bank's electronic banking services which permits Republic Bank's (as defined below) Customers to access account information and financial services through the use of personal computers, mobile devices or other similar access devices.

1. Definitions

- 1.1 "Account" means any bank account or investment account held with a Republic Bank;
- 1.2 "Customer" means a person who maintains an Account in a Republic Bank and has applied to access Electronic Banking Services;
- 1.3 "Designated Signature" means any combination of numbers or letters designated for the Customer's use as a means of the Customer's identification and authorization to access and use the Electronic Banking Services and includes any access codes, password, activation code, personal verification question or user identification;
- 1.4 "Device" means a personal computer, telephone, cell phone, smart phone, mobile device, wireless device, tablet device or any other electronic device that a Republic Bank may allow a Customer to use to access Electronic Banking Services;
- 1.5 "Electronic Banking Service" includes the following service channels; online and mobile banking (collectively called \"RepublicOnline"), SMS banking services and any other alternative channel that a Republic Bank may from time to time offer the Customer to enable access to its Account;
- 1.6 "Republic Bank" or "a Republic Bank" means any Republic Bank which is a subsidiary of Republic Financial Holdings Limited that is licensed to conduct banking business or provide financial services in the jurisdiction in which it is located with which a Customer maintains an Account and with which the Customer has enrolled to access its Electronic Banking Services;
- 2. Acknowledgment of Receipt and Consent to this Agreement

The Customer acknowledges that a copy of this Agreement has been made available to the Customer and that the Customer has read and understood the terms and conditions of this Agreement before the Customer uses the Electronic Banking Services.

- 3. Access and Use of the Electronic Banking Services
 - 3.1 The Customer may use the Electronic Banking Services to electronically access the

Customer's Accounts and to perform services including but not limited to the following:

- Balance Inquiry Information;
- Bill Payments;
- Funds Transfer to same name accounts or other name accounts;
- Statement Inquiry;
- Application for Investment Services;
- Credit card payments;
- International Wire Transfers;
- File Upload requests.
- 3.2 Any and all transactions initiated through the Electronic Banking Services to the Customer's Account through the use of the Customer's Designated Signature will be deemed authorized by the Customer without further verification. Republic Bank is hereby authorized to honour, execute and charge to the Customer's Account(s) those transactions.
- 3.3 The Customer agrees to keep the Customer's Designated Signature safe and confidential and will not disclose it to any third-party. If the Customer knows or believes that unauthorized access to any Electronic Banking Service has or will occur or that the Customer's Designated Signature has become known to an unauthorized person, the Customer will immediately contact Republic Bank via the contact information listed on Republic Bank's contact page and take the necessary steps to change the Designated Signature. Republic Bank will be entitled to immediately act on any authorization received via any Electronic Banking Service. If the Customer permits other person(s) to use any Electronic Banking Service or the Customer's Designated Signature or it is used by an unauthorized person the Customer will be liable for any loss incurred from any transaction.
- 3.4 Any balance shown through any Electronic Banking Service, if not otherwise specified, will reflect the available balance based on the debits and credits that the Republic Bank processed on the Customer's Account at the time of the enquiry. The Customer acknowledges that the available balance shown may not be the actual available balance on the Customer's Account. Differences in the available balance may be caused by deposits still subject to verification by Republic Bank, outstanding cheques not yet posted to the Customer's Account or other withdrawals, payments, holds or charges.
- 3.5 The Customer acknowledges that bill payments must be initiated at least five (5) business days before the actual due date of the bill. Republic Bank will not be liable for any loss or damages that may be incurred as a consequence of late payment of a bill or from erroneous payment or payment.

- 3.6 The Customer will instruct Republic Bank to transfer funds between the Customer's Accounts only when a sufficient balance is or will be available at the time of such instruction. Republic Bank will not be obligated to act on any withdrawal instruction from the Customer if sufficient funds, including overdraft lines of credit, are not available in the designated account.
- 3.7 Republic Bank may from time to time set or change limits for transactions that may be carried out by the Customer through Electronic Banking Services. Notification of changes will be in accordance with regulatory requirements of the country in which the Account is maintained. These limits, whether daily, weekly, per transaction or otherwise, may vary from country to country and will be made available in the Customer's branch or at Republic Bank's website or otherwise.
- 3.8 Any transaction of any electronic banking Service negotiated in a foreign currency will be converted at the exchange rate determined by Republic Bank on the day the transaction is posted to the Customer's Account.
- 3.9 Subscription to SMS Alerts
- SMS alerts will be sent to the mobile number noted on the Customer's enrolment form;
- The Customer is required to notify Republic Bank or update his/her user profile to reflect changes in mobile numbers;
- Republic Bank shall not be liable for SMS alerts sent out to unintended recipients if mobile numbers are not updated or incorrect;
- There is a telephone charge imposed by the Telecommunications Service Provider for sending and receiving text messages on the Customer's mobile phone for this service.

4. Costs and Charges

Save and Except for corporate customers who are charged at the rates specified at the time of enrolment, Electronic Banking Services are free of charge. The normal charges associated with the Customer's account, transactions or services will continue to be applicable. Any Republic Bank reserves the right to review its pricing from time to time and change or amend charges to the Electronic Banking Services as deemed necessary and the Customer will be advised of these changes as they become applicable.

5. Designated Signature Security and Confidentiality

Protecting the security of the Customer's Designated Signature is important. The Customer agrees to keep the Designated Signature confidential at all times. No one but the Customer is permitted to use the Customer's Designated Signature. If someone obtains the Customer's Designated Signature enabling them to access the Customer's Account, the Customer may be liable for their use of the Customer's Designated Signature and any transactions on the Customer's Account.

6. Customer's Warranties and Representations

The Customer represents and agrees to the following for the enrolling for Electronic Banking Services and by using any of the Electronic Banking Services:

- 6.1 The Customer is the legal owner of the Account and other financial information which may be accessed via use of the Electronic Banking Services.
- 6.2 Information provided by the Customer is accurate, current and complete, and the Customer has the right to provide such information to a Republic Bank for the purpose of using the Electronic Banking Services. This information includes but is not limited to the Customer's telephone number, name, address, mobile number and email address. The Customer agrees not to misrepresent the Customer's identity or the Customer's account information. The Customer agrees to keep the Customer's account information up to date and accurate. The Customer represents that the Customer is an authorized user of the Device the Customer will use to access Electronic Banking Services.
- 6.3 The Customer agrees to take every precaution to ensure the safety, security and integrity of the Customer's Account and transactions when using the Electronic Banking Services. The Customer agrees not to leave the Customer's Device unattended while logged into any of the Electronic Banking Services and to log off immediately at the completion of each access by the Customer. The Customer agrees that it is responsible for ensuring that any Device is protected from and kept free of viruses, worms, Trojan horses or other similar harmful components that could result in damage to programs, files or could result in information being intercepted by a third-party.
- 6.4 The Customer agrees not to use the Electronic Banking Services or the content or information delivered through the Electronic Banking Services in any way that, a) would be fraudulent including but not limited to the use of the Electronic Banking Services to impersonate another person or entity; b) that would violate any law, statute, ordinance or regulation; c) would be false, misleading or inaccurate; d) would be defamatory, trade libelous, unlawfully threatening, unlawfully harassing; and e) would interfere with or disrupt computer networks connected to the Electronic Banking Services.
- 6.5 The Customer agrees that the Electronic Banking Services is only for the personal or business use of individuals authorized to access the Customer's Account information. The Customer agrees not to make any commercial use of Electronic Banking Services or resell, lease, rent or distribute access to Electronic Banking Services.

7. Third Parties

The Customer understands and agrees that:

- 7.1 Any Republic Bank may use a party retained by such Republic Bank to act on its behalf to provide or to assist Republic Bank in providing Electronic Banking Services
- 7.2 Other than subsidiaries and affiliates of Republic Bank, Republic Bank does not sponsor or

endorse and is not affiliated with any third party;

8. Changes in Services / Terms

8.1 Republic Bank may add, remove or change any part or feature of a service channel which is considered an Electronic Banking Service under this Agreement or introduce new channels without

notice to the Customer. Notwithstanding any such change this agreement will continue to apply to all Electronic

Banking Services offered by Republic Bank.

- 8.2 The Customer agrees that Republic Bank may amend the terms and conditions of this Agreement at any time. The Customer will be notified of any such change as required by applicable law. The Customer understands that when using Electronic Banking Services after a change to the Terms and Conditions becomes effective, the Customer will be presented with the revised Terms and Conditions at the time of login and will be required to click "I Agree" to acknowledge that the Customer accepts those revised Terms and Conditions. If the Customer does not agree to the revised Terms and Conditions, the Customer will click "I Disagree" and will not be able to access the Electronic Banking Services and this Agreement will terminate forthwith. The Customer agrees that notices about any amendment to this Agreement may be in the form of market announcements and notices in Republic Bank's website, ATM Screen, branches or any other method of communication that Republic Bank chooses to use.
- 8.3 A Republic Bank may discontinue any service channel which is considered as Electronic Banking Services under this Agreement without giving the Customer personal notice of such discontinuation. A Republic Bank may, in its sole discretion, give notice of any discontinuation of an Electronic Banking Service by making market announcements, publishing notices in Republic Bank's website, ATM Screens, branches or any other method of communication that Republic Bank chooses to utilize.

9. Cancellation

The Customer may cancel this Agreement at any time by written notification to Republic Bank. Republic Bank has the right in its sole discretion to (i) limit, suspend or terminate the Customer's use of any Electronic Banking Service and cancel this Agreement, for any reason, at any time. Electronic Banking Services will not be cancelled until all pending transactions have been cleared. Republic Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination.

10. Confidentiality

10.1 The Customer has a right to confidentiality provided always that Republic Bank may disclose any information about the Customer and the Customer's Accounts pursuant to legal process or subpoena, or if disclosure is necessary to protect Republic Bank's interests.

10.2 It is the Customer's decision to communicate personal information to Republic Bank through the Electronic Banking Services. Republic Bank is not and shall not be held responsible and liable for any unauthorised access or interception to information submitted through this website. All information submitted to Republic Bank through this website shall be deemed and remain the property of the Republic Bank.

11. Privacy

Safeguarding customer's privacy and confidentiality is of paramount importance to Republic Bank and this privacy policy describes all of the efforts by Republic Bank to ensure that the Customer's money and personal data are secure and that all transactions remain confidential. The Customer understands that while Republic Bank will use its best endeavours to ensure that all information transmitted or received using the Electronic Banking Services is secure and cannot be accessed by unauthorized third parties, Republic Bank does not warrant the security of any information transmitted by the Customer using the Electronic Banking Services. Accordingly, the Customer agrees to accept any risk that any information transmitted or received using the Electronic Banking Services may be accessed by unauthorized third parties and the Customer agrees not to hold Republic Bank liable for any such unauthorized access or any loss or damage suffered as a result.

12. Collection and Use of Customer Information

Please refer to Republic Bank's General Privacy Principles here.

13. Limit of Liability

- 13.1 Republic Bank will make reasonable efforts to ensure full performance of the Electronic Banking Services. Republic Bank will be responsible for acting only on those instructions sent through Electronic Banking Services, which are actually received. Republic Bank does not assume responsibility or liability for malfunctions for whatever reason in communications facilities not under its control that may affect the accuracy or timeliness of messages the Customer sends.
- 13.2 Republic Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any third party including but not limited to telecommunications providers , caused by any browser software malfunction, or for any failure or delay by Republic Bank in processing any Electronic Banking Service transaction which results from any interruption of the Republic Bank's business due to equipment failure or malfunction, energy shortage, fire, flood, civil commotion, acts of terrorism, labour difficulties, adverse weather conditions or any other circumstance or event outside the control of Republic Bank . Further, Republic Bank is not responsible should the Customer give incorrect instructions or if the Customer's payment instructions are not given sufficiently in advance to allow for timely payment.
- 13.3 Any information the Customer receives from Republic Bank is believed to be reliable. However, it can only be provided on a best effort basis for the Customer's convenience and is not guaranteed. Republic Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made

using this information. Republic Bank is not responsible for system disruptions or unavailability of the Electronic Banking Services including but not limited to disruptions caused by any computer virus or related problems.

NEITHER ANY Republic Bank MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING INTERNET BANKING SOFTWARE OR SERVICES OR BROWSERS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

14. Indemnity

Except to the extent caused directly by Republic Bank's negligence, fraud or willful misconduct, you, the Customer, agrees to indemnify and hold harmless Republic Bank against any claim, cost or liability incurred by Republic Bank in connection with or arising out of the Customer's use of any Electronic Banking Service or any other dealing between Republic Bank and the Customer, including all and losses arising out of, or incidental to, the use, including all unauthorized use of Electronic Banking Services.

15. Lost or Stolen Designated Signature

The Customer agrees to keep his Designated Signature safe. In the event the Customer is a corporate customer given the facility to nominate persons authorized to access its Accounts, the Customer will ensure that all such authorized users keep their passwords safe and that the Customer and all authorized users will not share the same with anyone. The Customer agrees that the Customer will notify Republic Bank immediately if the Customer's Designated Signature is lost or stolen or if the Customer suspects that the Customer's Designated Signature has been compromised or that the Customer's account(s) has (have) been accessed by an unauthorized person in which event the Customer acknowledges that the Customer is obliged to contact Republic Bank's Customer Service at the number listed on Republic Bank's contact page.

16. Security

The Customer agrees and acknowledges that the Customer's Designated Signature is not to be shared, divulged, or disclosed to anyone and that the Customer will only access Account information and financial services by means of the Designated Signature assigned to the Customer. The Customer agrees that Republic Bank is authorized to process any instructions Republic Bank receives under the Customer's Designated Signature, and that these procedures are commercially reasonable.

17. Notices

17.1 Any instruction issued to Republic Bank may be given by the Customer in person at the Customer's branch or delivered to the Customer's branch in writing. The Republic Bank, in its sole discretion, may also accept instructions through post, when received at the relevant branch, by email, facsimile or telephone.

17.2 Republic Bank will use the address and any other contact details provided by the Customer for the account(s) records to contact or provide notice to the Customer. The Customer agrees to advise Republic Bank of any changes to these details as soon as possible. Republic Bank may contact the Customer by means, including without limitation, post, computer, internet, networks, telephone, mobile

phones, smart phones, electronic message, facsimile, bank wire or other methods of telecommunication or electronic transmission.

17.3 Any notice from the Customer will be deemed to have been delivered when received by the Republic Bank. Any notice from Republic Bank to the Customer will be deemed to have been received by the Customer two (2) days after the notice was first posted on our automated teller machine screens or on our public internet sites or after being mailed to the Customer.

18. Other Agreements

Unless otherwise stated, this Agreement is in addition to all other existing agreements between the Customer and Republic Bank including any card agreement, account mandate with Republic Bank or signature card previously executed by the Customer. If there is a conflict between the existing agreements and this Terms and Conditions, the existing agreements prevail except for the provisions of this Agreement regarding Bill Payments and Transfers.

19. Dispute

Republic Bank will attempt to amicably settle any dispute or difference arising out of this Agreement with the Customer. If Republic Bank cannot arrive at an amicable resolution within a reasonable period of time as determined by the Republic Bank, in its sole discretion Republic Bank may initiate legal proceedings.

19.1 Severability

In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable. The Customer agrees that notices or correspondence from the Customer to the Republic Bank, must be in writing and sent to the Customer's home branch address.

20. No Waiver

The customer understands and agrees that no delay or failure on Republic Bank's part to exercise any right, remedy, power or privilege available under the Agreement will affect or preclude Republic Bank's future exercise of that right, remedy, power or privilege.

21. Joint and Several Liability

Where the Electronic Banking Services are linked to a joint account, all joint account holders are

jointly and severally liable under the provisions of this Agreement.

22. Jurisdiction

This Agreement is governed by the laws of the jurisdiction in which the Customer's Account with Republic Bank is located.

Retail:

Registration – Retail

Republic Bank Electronic Banking Services Terms and Conditions

This Agreement governs the Customer's use of Republic Bank's electronic banking services which permits Republic Bank's (as defined below) Customers to access account information and financial services through the use of personal computers, mobile devices or other similar access devices.

1. Definitions

- 1.1 "Account" means any bank account or investment account held with a Republic Bank;
- 1.2 "Customer" means a person who maintains an Account in a Republic Bank and has applied to access Electronic Banking Services;
- 1.3 "Designated Signature" means any combination of numbers or letters designated for the Customer's use as a means of the Customer's identification and authorization to access and use the Electronic Banking Services and includes any access codes, password, activation code, personal verification question or user identification;
- 1.4 "Device" means a personal computer, telephone, cell phone, smart phone, mobile device, wireless device, tablet device or any other electronic device that a Republic Bank may allow a Customer to use to access Electronic Banking Services;
- 1.5 "Electronic Banking Service" includes the following service channels; online and mobile banking (collectively called \"RepublicOnline"), SMS banking services and any other alternative channel that a Republic Bank may from time to time offer the Customer to enable access to its Account;
- 1.6 "Republic Bank" or "a Republic Bank" means any Republic Bank which is a subsidiary of Republic Financial Holdings Limited that is licensed to conduct banking business or provide financial services in the jurisdiction in which it is located with which a Customer maintains an Account and with which the Customer has enrolled to access its Electronic Banking Services;
- 2. Acknowledgment of Receipt and Consent to this Agreement

The Customer acknowledges that a copy of this Agreement has been made available to the Customer and that the Customer has read and understood the terms and conditions of this Agreement before the Customer uses the Electronic Banking Services.

3. Access and Use of the Electronic Banking Services

- 3.1 The Customer may use the Electronic Banking Services to electronically access the Customer's Accounts and to perform services including but not limited to the following:
- Balance Inquiry Information;
- Bill Payments;
- Funds Transfer to same name accounts or other name accounts;
- Statement Inquiry;
- Application for Investment Services;
- Credit card payments;
- International Wire Transfers;
- File Upload requests.
- 3.2 Any and all transactions initiated through the Electronic Banking Services to the Customer's Account through the use of the Customer's Designated Signature will be deemed authorized by the Customer without further verification. Republic Bank is hereby authorized to honour, execute and charge to the Customer's Account(s) those transactions.
- 3.3 The Customer agrees to keep the Customer's Designated Signature safe and confidential and will not disclose it to any third-party. If the Customer knows or believes that unauthorized access to any Electronic Banking Service has or will occur or that the Customer's Designated Signature has become known to an unauthorized person, the Customer will immediately contact Republic Bank via the contact information listed on Republic Bank's contact page and take the necessary steps to change the Designated Signature. Republic Bank will be entitled to immediately act on any authorization received via any Electronic Banking Service. If the Customer permits other person(s) to use any Electronic Banking Service or the Customer's Designated Signature or it is used by an unauthorized person the Customer will be liable for any loss incurred from any transaction.
- 3.4 Any balance shown through any Electronic Banking Service, if not otherwise specified, will reflect the available balance based on the debits and credits that the Republic Bank processed on the Customer's Account at the time of the enquiry. The Customer acknowledges that the available balance shown may not be the actual available balance on the Customer's Account. Differences in the available balance may be caused by deposits still subject to verification by Republic Bank, outstanding cheques not yet posted to the Customer's Account or other withdrawals, payments, holds or charges.
- 3.5 The Customer acknowledges that bill payments must be initiated at least five (5) business days before the actual due date of the bill. Republic Bank will not be liable for any loss or damages that may be incurred as a consequence of late payment of a bill or from erroneous payment or payment.
- 3.6 The Customer will instruct Republic Bank to transfer funds between the Customer's Accounts only when a sufficient balance is or will be available at the time of such instruction. Republic Bank will not be obligated to act on any withdrawal instruction from the Customer if sufficient funds, including overdraft lines of credit, are not available in the designated account.
- 3.7 Republic Bank may from time to time set or change limits for transactions that may be carried out by the Customer through Electronic Banking Services. Notification of changes will be in accordance with regulatory requirements of the country in which the Account is maintained. These limits, whether daily, weekly, per transaction or otherwise, may vary from country to country and will be made available in the Customer's branch or at Republic Bank's website or otherwise.
- 3.8 Any transaction of any electronic banking Service negotiated in a foreign currency will be converted at the exchange rate determined by Republic Bank on the day the transaction is

posted to the Customer's Account.

3.9 Subscription to SMS Alerts

- SMS alerts will be sent to the mobile number noted on the Customer's enrolment form;
- The Customer is required to notify Republic Bank or update his/her user profile to reflect changes in mobile numbers;
- Republic Bank shall not be liable for SMS alerts sent out to unintended recipients if mobile numbers are not updated or incorrect;
- There is a telephone charge imposed by the Telecommunications Service Provider for sending and receiving text messages on the Customer's mobile phone for this service.

4. Costs and Charges

Save and Except for corporate customers who are charged at the rates specified at the time of enrolment, Electronic Banking Services are free of charge. The normal charges associated with the Customer's account, transactions or services will continue to be applicable. Any Republic Bank reserves the right to review its pricing from time to time and change or amend charges to the Electronic Banking Services as deemed necessary and the Customer will be advised of these changes as they become applicable.

5. Designated Signature Security and Confidentiality

Protecting the security of the Customer's Designated Signature is important. The Customer agrees to keep the Designated Signature confidential at all times. No one but the Customer is permitted to use the Customer's Designated Signature. If someone obtains the Customer's Designated Signature enabling them to access the Customer's Account, the Customer may be liable for their use of the Customer's Designated Signature and any transactions on the Customer's Account.

6. Customer's Warranties and Representations

The Customer represents and agrees to the following for the enrolling for Electronic Banking Services and by using any of the Electronic Banking Services:

- 6.1 The Customer is the legal owner of the Account and other financial information which may be accessed via use of the Electronic Banking Services.
- 6.2 Information provided by the Customer is accurate, current and complete, and the Customer has the right to provide such information to a Republic Bank for the purpose of using the Electronic Banking Services. This information includes but is not limited to the Customer's telephone number, name, address, mobile number and email address. The Customer agrees not to misrepresent the Customer's identity or the Customer's account information. The Customer agrees to keep the Customer's account information up to date and accurate. The Customer represents that the Customer is an authorized user of the Device the Customer will use to access Electronic Banking Services.
- 6.3 The Customer agrees to take every precaution to ensure the safety, security and integrity of the Customer's Account and transactions when using the Electronic Banking Services. The Customer agrees not to leave the Customer's Device unattended while logged into any of the Electronic Banking Services and to log off immediately at the completion of each access by the Customer. The Customer agrees that it is responsible for ensuring that any Device is protected from and kept free of viruses, worms, Trojan horses or other similar harmful components that could result in damage to programs, files or could result in information being intercepted by a third-party.
- 6.4 The Customer agrees not to use the Electronic Banking Services or the content or information delivered through the Electronic Banking Services in any way that, a) would be

fraudulent including but not limited to the use of the Electronic Banking Services to impersonate another person or entity; b) that would violate any law, statue, ordinance or regulation; c) would be false, misleading or inaccurate; d) would be defamatory, trade libelous, unlawfully threatening, unlawfully harassing; and e) would interfere with or disrupt computer networks connected to the Electronic Banking Services.

6.5 The Customer agrees that the Electronic Banking Services is only for the personal or business use of individuals authorized to access the Customer's Account information. The Customer agrees not to make any commercial use of Electronic Banking Services or resell, lease, rent or distribute access to Electronic Banking Services.

7. Third Parties

The Customer understands and agrees that:

- 7.1 Any Republic Bank may use a party retained by such Republic Bank to act on its behalf to provide or to assist Republic Bank in providing Electronic Banking Services
- 7.2 Other than subsidiaries and affiliates of Republic Bank, Republic Bank does not sponsor or endorse and is not affiliated with any third party;

8. Changes in Services / Terms

8.1 Republic Bank may add, remove or change any part or feature of a service channel which is considered an Electronic Banking Service under this Agreement or introduce new channels without notice to the Customer. Notwithstanding any such change this agreement will continue to apply to all Electronic

Banking Services offered by Republic Bank.

8.2 The Customer agrees that Republic Bank may amend the terms and conditions of this Agreement at any time. The Customer will be notified of any such change as required by applicable law. The Customer understands that when using Electronic Banking Services after a change to the Terms and Conditions becomes effective, the Customer will be presented with the revised Terms and Conditions at the time of login and will be required to click "I Agree" to acknowledge that the Customer accepts those revised Terms and Conditions. If the Customer does not agree to the revised Terms and Conditions, the Customer will click "I Disagree" and will not be able to access the Electronic Banking Services and this Agreement will terminate forthwith. The Customer agrees that notices about any amendment to this Agreement may be in the form of market announcements and notices in Republic Bank's website, ATM Screen, branches or any other method of communication that Republic Bank chooses to use.

8.3 A Republic Bank may discontinue any service channel which is considered as Electronic Banking Services under this Agreement without giving the Customer personal notice of such discontinuation. A Republic Bank may, in its sole discretion, give notice of any discontinuation of an Electronic Banking Service by making market announcements, publishing notices in Republic Bank's website, ATM Screens, branches or any other method of communication that Republic Bank chooses to utilize.

9. Cancellation

The Customer may cancel this Agreement at any time by written notification to Republic Bank. Republic Bank has the right in its sole discretion to (i) limit, suspend or terminate the Customer's use of any Electronic Banking Service and cancel this Agreement, for any reason, at any time. Electronic Banking Services will not be cancelled until all pending transactions have been cleared. Republic Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination.

10. Confidentiality

10.1 The Customer has a right to confidentiality provided always that Republic Bank may disclose any information about the Customer and the Customer's Accounts pursuant to legal process or subpoena, or if disclosure is necessary to protect Republic Bank's interests.

10.2 It is the Customer's decision to communicate personal information to Republic Bank through the Electronic Banking Services. Republic Bank is not and shall not be held responsible and liable for any unauthorised access or interception to information submitted through this website. All information submitted to Republic Bank through this website shall be deemed and remain the property of the Republic Bank.

11. Privacy

Safeguarding customer's privacy and confidentiality is of paramount importance to Republic Bank and this privacy policy describes all of the efforts by Republic Bank to ensure that the Customer's money and personal data are secure and that all transactions remain confidential. The Customer understands that while Republic Bank will use its best endeavours to ensure that all information transmitted or received using the Electronic Banking Services is secure and cannot be accessed by unauthorized third parties, Republic Bank does not warrant the security of any information transmitted by the Customer using the Electronic Banking Services. Accordingly, the Customer agrees to accept any risk that any information transmitted or received using the Electronic Banking Services may be accessed by unauthorized third parties and the Customer agrees not to hold Republic Bank liable for any such unauthorized access or any loss or damage suffered as a result.

12. Collection and Use of Customer Information Please refer to Republic Bank's General Privacy Principles here.

13. Limit of Liability

13.1 Republic Bank will make reasonable efforts to ensure full performance of the Electronic Banking Services. Republic Bank will be responsible for acting only on those instructions sent through Electronic Banking Services, which are actually received. Republic Bank does not assume responsibility or liability for malfunctions for whatever reason in communications facilities not under its control that may affect the accuracy or timeliness of messages the Customer sends.

13.2 Republic Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any third party including but not limited to telecommunications providers, caused by any browser software malfunction, or for any failure or delay by Republic Bank in processing any Electronic Banking Service transaction which results from any interruption of the Republic Bank's business due to equipment failure or malfunction, energy shortage, fire, flood, civil commotion, acts of terrorism, labour difficulties, adverse weather conditions or any other circumstance or event outside the control of Republic Bank. Further, Republic Bank is not responsible should the Customer give incorrect instructions or if the Customer's payment instructions are not given sufficiently in advance to allow for timely payment.

13.3 Any information the Customer receives from Republic Bank is believed to be reliable. However, it can only be provided on a best effort basis for the Customer's convenience and is not guaranteed. Republic Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. Republic Bank is not responsible for system disruptions or

unavailability of the Electronic Banking Services including but not limited to disruptions caused by any computer virus or related problems.

NEITHER ANY Republic Bank MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING INTERNET BANKING SOFTWARE OR SERVICES OR BROWSERS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

14. Indemnity

Except to the extent caused directly by Republic Bank's negligence, fraud or willful misconduct, you, the Customer, agrees to indemnify and hold harmless Republic Bank against any claim, cost or liability incurred by Republic Bank in connection with or arising out of the Customer's use of any Electronic Banking Service or any other dealing between Republic Bank and the Customer, including all and losses arising out of, or incidental to, the use, including all unauthorized use of Electronic Banking Services.

15. Lost or Stolen Designated Signature

The Customer agrees to keep his Designated Signature safe. In the in event the Customer is a corporate customer given the facility to nominate persons authorized to access its Accounts, the Customer will ensure that all such authorized users keep their passwords safe and that the Customer and all authorized users will not share the same with anyone. The Customer agrees that the Customer will notify Republic Bank immediately if the Customer's Designated Signature is lost or stolen or if the Customer suspects that the Customer's Designated Signature has been compromised or that the Customer's account(s) has (have) been accessed by an unauthorized person in which event the Customer acknowledges that the Customer is obliged to contact Republic Bank's Customer Service at the number listed on Republic Bank's contact page.

16. Security

The Customer agrees and acknowledges that the Customer's Designated Signature is not to be shared, divulged, or disclosed to anyone and that the Customer will only access Account information and financial services by means of the Designated Signature assigned to the Customer. The Customer agrees that Republic Bank is authorized to process any instructions Republic Bank receives under the Customer's Designated Signature, and that these procedures are commercially reasonable.

17. Notices

17.1 Any instruction issued to Republic Bank may be given by the Customer in person at the Customer's branch or delivered to the Customer's branch in writing. The Republic Bank, in its sole discretion, may also accept instructions through post, when received at the relevant branch, by e-mail, facsimile or telephone.

17.2 Republic Bank will use the address and any other contact details provided by the Customer for the account(s) records to contact or provide notice to the Customer. The Customer agrees to advise Republic Bank of any changes to these details as soon as possible. Republic Bank may contact the Customer by means, including without limitation, post, computer, internet, networks, telephone, mobile phones, smart phones, electronic message, facsimile, bank wire or other methods of telecommunication or electronic transmission.

17.3 Any notice from the Customer will be deemed to have been delivered when received by the Republic Bank. Any notice from Republic Bank to the Customer will be deemed to have

been received by the Customer two (2) days after the notice was first posted on our automated teller machine screens or on our public internet sites or after being mailed to the Customer.

18. Other Agreements

Unless otherwise stated, this Agreement is in addition to all other existing agreements between the Customer and Republic Bank including any card agreement, account mandate with Republic Bank or signature card previously executed by the Customer. If there is a conflict between the existing agreements and this Terms and Conditions, the existing agreements prevail except for the provisions of this Agreement regarding Bill Payments and Transfers.

19. Dispute

Republic Bank will attempt to amicably settle any dispute or difference arising out of this Agreement with the Customer. If Republic Bank cannot arrive at an amicable resolution within a reasonable period of time as determined by the Republic Bank, in its sole discretion Republic Bank may initiate legal proceedings.

19. Severability

In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable. The Customer agrees that notices or correspondence from the Customer to the Republic Bank, must be in writing and sent to the Customer's home branch address.

20. No Waiver

The customer understands and agrees that no delay or failure on Republic Bank's part to exercise any right, remedy, power or privilege available under the Agreement will affect or preclude Republic Bank's future exercise of that right, remedy, power or privilege.

21. Joint and Several Liability

Where the Electronic Banking Services are linked to a joint account, all joint account holders are jointly and severally liable under the provisions of this Agreement.

22. Jurisdiction

This Agreement is governed by the laws of the jurisdiction in which the Customer's Account with Republic Bank is located.

Please note that the Terms and Conditions are the same for both Retail and Corporate.