You acknowledge by signing the Republic*Online* registration form that you have read, understood and agreed to the following terms and conditions as well as to the procedures contained in the <u>Security Brochure</u> for protecting access to your accounts and information on your personal computer, and agree that these terms and conditions and the procedures are commercially reasonable.

General

This Agreement governs your use of Republic Internet Banking ("Republic Online").

In this Agreement, the words "you" and "your" refer to the account holder(s) and its authorized signatories.

Republic offers to you Republic*Online*, which will enable you to electronically access your accounts and to perform the following services:

- Balance Inquiry Information
- Bill Payments
- Funds Transfer to same name accounts or other name accounts
- Statement Inquiry
- Application for Investment Services
- Request to buy/sell shares via Republic Securities Limited
- Credit card payments

Accounts Access

Any and all transactions initiated through Republic*Online* to your account(s) through the use of your User Identification and Passwords will be deemed authorized by you without further verification. Republic is hereby authorized to honour, execute and charge to your account(s) those transactions.

You will list all accounts to be accessed through Republic*Online* on your Republic Customer Profile. In order to link different accounts, you must be a signatory of these accounts.

You will keep your passwords safe and confidential and will not disclose it to any third party. If you know or believe that unauthorized access to Republic*Online* has or will occur or that your passwords have become known to an unauthorized person, you will immediately contact Republic by telephone at 623-4RBL and take the necessary steps to change the passwords. Republic will be entitled to immediately act on any authorization received by email via Republic*Online*. If you permit other person(s) to use the Republic*Online* or your passwords or it is used by an unauthorized person you will be liable for any loss incurred from any transaction.

Bill Payments

You acknowledge that bill payments must be initiated at least $\underline{\text{five } (5)}$ business days before the actual due date of the bill. Republic 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.

Transfers

You will instruct Republic to transfer funds between your designated accounts only when a sufficient balance is or will be available in your designated accounts at the time of such instruction. Republic will not be obligated to act on any withdrawal instruction from you if sufficient funds, including overdraft lines of credit, are not available in the designated account.

You may make cumulative account transfers of up to TT\$90,000 per day and bill payments of up to TT\$85,000 per day on Republic*Online*.

Purchase/Sale of Shares

You may request to buy or sell shares via Republic*Online*. You acknowledge that you have read, understood and agreed to the <u>Risk Disclosure Document</u>, which contains important information on trading in equities and other assets before requesting a purchase or sale of shares. Your request will not be recorded for processing until you receive a telephone call from a representative of Republic Securities Limited.

Costs and Charges

Republic*Online* Internet Banking service is free of charge. The normal charges associated with your account, transactions or services will continue to be applicable. Republic Bank reserves the right to review its pricing from time to time and change or amend charges to the Internet Banking service as deemed necessary and you will be advised of these changes as they become applicable.

Other Agreements

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

Changes in Services / Terms

Republic may change Republic*Online* services and the terms set forth in this Agreement at any time. You will be notified of any such change as required by applicable law.

You understand that when using Republic*Online* after a change to the Terms of Use becomes effective, you will be presented with the revised Terms of Use Agreement at the time of login

and will be required to click "I Agree" to acknowledge that you accept those revised Terms of Use. If you do not agree to the revised Terms of Access, you will click "I Disagree" and you will not be able to login to Republic*Online*.

Cancellation

You may cancel this Agreement at any time by written notification to Republic. Republic has the right in its sole discretion to (i) limit, suspend or terminate your use of Republic*Online* and cancel this Agreement, for any reason, at any time. Republic*Online* service will not be cancelled until all pending transactions have been cleared.

Confidentiality

You have a right to confidentiality provided always that Republic may disclose any information about you and your accounts in response to credit inquiries; pursuant to legal process or subpoena, or if disclosure is necessary, desirable or to protect Republic 's interests.

It is the Internet user's decision to communicate personal information to Republic through this website. Republic 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 through this website shall be deemed and remain the property of Republic.

Limit of Liability

Republic will make reasonable efforts to ensure full performance of Republic*Online* services. Republic will be responsible for acting only on those instructions sent through Republic*Online*, which are actually received. Republic 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 you send.

Republic is not responsible for any losses or delays in transmission of instructions arising out of the use of an Access Service Provider or caused by any browser software. Republic is not responsible should you give incorrect instructions or if your payment instructions are not given sufficiently in advance to allow for timely payment.

Any information you receive from Republic is believed to be reliable. However, it can only be provided on a best effort basis for your convenience and is not guaranteed. The 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. The Bank is not responsible for system disruptions or unavailability of the Services including but not limited to disruptions caused by any computer virus or related problems.

NEITHER REPUBLIC, NOR ANY OTHER INFORMATION PROVIDER, 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

Republic will not be liable to you for any loss or damage whatsoever or for any disclosure of information arising from a transaction made on your account(s) and you shall indemnify Republic fully for same, by the use of any of Republic*Online* services where

- you do not have adequate money in the account to complete the transaction, or where the account specified has been closed;
- you have failed to give complete, correct or current instructions for a transfer of funds or bill payment;
- you have not given the instructions of transfer or bill payment within sufficient time for the payee to be credited by the time the money is due;
- you allege that you did not carry out the instruction and your password(s) was compromised;
- withdrawals from specified accounts have been prohibited by court order;
- a stop payment cannot be completed due to presentment already made and of which a report as to such presentment being stated by Republic is conclusive evidence.
- Republic reasonably believes that the transaction may be contrary to legislation or rule of law.
- any transaction is not processed due to bank holidays, however scheduled.
- Fluctuations in exchange rates published after sending your instructions

You agree to settle any dispute or difference arising out of this Agreement between yourself and Republic. If this is not successful, you agree that the dispute will be submitted to the Banking Ombudsman's Office of Trinidad and Tobago.

Indemnity

You agree to indemnify and hold harmless Republic, its associates, subsidiaries and affiliates and their officers, directors, employees and agents, all third party suppliers and their respective officers, directors, employees and agents, from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable attorney's fees and expenses and costs of investigation (collectively, "Damages") resulting from third party claims.

Security

You agree and acknowledge that your personal login information and passwords are not to be shared, divulged, or disclosed to anyone and that you will only access your account information and financial services by means of login identification and passwords assigned to you. You agree that Republic is authorized to process any instructions we receive under your passwords, and that these procedures are commercially reasonable.

Electronic Message

Because normal Internet e-mail and mobile SMS transmissions may not be secure, you agree to accept this risk to receive information and to contact us as follows:

- 1. By phone only (625-4RBL) for queries which require the transmission of confidential customer account information.
- 2. By email (internetbanking@republictt.com) for general queries not containing confidential customer account information.

You also agree to receive communications regarding your account electronically or via SMS and will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you. Republic Bank shall not be liable in any respect for this transmission method nor for transmission being intercepted.

Subscription to SMS Alerts

- SMS alerts will be sent to the mobile number noted on the registration form.
- User is required to notify the Bank or update his/her user profile to reflect changes in mobile numbers.
- The 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 your Telecommunications Service Provider for sending and receiving text messages on your mobile phone for this service.

General

You confirm that the information on the registration form is accurate to the best of your knowledge and that you will promptly notify Republic of any change in the information as it occurs.

By applying for the Republic*Online* services, you understand that Republic may contact you regarding important documents that must be signed and presented to Republic before the account can be accessed.

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. You agree that notices or correspondence from you to Republic, not via Republic*Online*, must be in writing and sent to your home branch address.

This Agreement shall be governed by the laws of Trinidad and Tobago.