

Eastern Caribbean Amalgamated Bank Limited

Online Internet Banking (“Internet Banking”) Agreement

This Agreement is made between you and the Eastern Caribbean Amalgamated Bank Limited and governs your use of Internet Banking Services and the applicable terms and conditions:

1. What You Will Need. You must have a personal or business checking or savings account at the Bank and access to the Internet to use Internet Banking services.

2. Access. To use Internet Banking and perform a transaction, enter your personal identification information, that is, your card number and PIN or access ID and password, as directed by the Internet Banking screen message.

3. What You Can Do. You may perform the following Internet Banking transactions:
(a) Funds Transfers. You may use Internet Banking to transfer funds (not exceeding \$24,999.99 per transfer) between available accounts, merchants or third parties.

(b) Balance Inquiries. You may use Internet Banking to check the current balance and other account information on all your deposit accounts and most loan accounts.

(c) Customer Service. You may communicate with the Bank by using a personal computer to send and receive written messages electronically. Refer to the Customer Service menu for preformatted messages for common requests.

d) Orders. You may request cash orders, cheque book orders, draft orders and wire transfer orders using the Internet Banking Service.

4. Limitation of Access/Security. The Bank may terminate Internet Banking in whole or in part at any time without prior notice. The Bank reserves the right, without prior notice, to limit or suspend your access to Internet Banking at any time and to block access to Internet Banking Services to maintain or restore security to our site and systems, if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

5. Your Responsibility. In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes and other means of identification (including, without limitation, your card numbers, account numbers, PINs, access IDs and passwords). You also agree that in order to prevent unauthorized access to your accounts and to prevent unauthorized use of your Internet Banking Services, to keep confidential and not give or make available your card number, PIN, access ID, password or other means of access to your accounts to any person not authorized to access your accounts. The loss, theft or unauthorized use of your card numbers, account numbers, PINs, access IDs and passwords can lead to fraud and the loss of the money in your accounts in whole or in part along with any amount available under your overdraft protection credit line. If you disclose your card numbers, account numbers, PINs, access IDs and/or passwords to any person(s) or entity, you assume any and all risks and losses associated with such disclosure. You are responsible for all transfers and Bill Payments you authorize using Internet Banking Services. If you permit any other person(s) or entity to use your Internet Banking Services or to access or use your card numbers, account numbers, PINs, access IDs, passwords, or other means of access to your accounts, you are responsible for any transactions and activities they authorize from your accounts. The Bank will not assume liability for loss of your monies, whether in whole or in part, arising from your breach of duty to exercise due care and diligence at all times in the handling of your accounts and information related thereto. You agree to immediately notify the Bank by calling 268-480-5300 during normal customer service hours of any unauthorized use of your card numbers, account numbers, PINs, access IDs and passwords or of any other breach of security, or if you believe someone may attempt to use your Internet Banking without your consent or has transferred money without your permission.

6. Damages. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST PROFITS

ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, EQUIPMENT, SOFTWARE OR ANY INTERNET ACCESS SERVICES. YOU ARE WHOLLY RESPONSIBLE FOR ENSURING THAT ANY AND ALL DEVICES YOU USE TO ACCESS INTERNET BANKING IS PROTECTED AND SECURED AT ALL TIMES.

7. Warranties Disclaimer. THE INTERNET BANKING SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS"; THE BANK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Errors or Questions. In case of errors or questions about your Internet Banking, call the Bank at 268-480-6187 or send us an electronic message using Eastern Caribbean Amalgamated Bank Online Internet Banking, or write to us at:

Eastern Caribbean Amalgamated Bank Limited
Online Customer Service
1000 Airport Boulevard
Coolidge, Antigua.

9. Miscellaneous Terms. In addition to this Agreement, you agree to comply with all applicable account agreements, including, without limitation, the Deposit Account Agreement that you received when opening your depository account (including all amendments made from time to time) and with all applicable laws and regulations governing the use of Internet Banking Services.

The Bank may amend or change this Agreement (including applicable fees and service charges) by sending you written notice by electronic mail or by regular mail sent to your address as it appears on your account records. You agree that the Bank may also send you future notices and disclosures about your accounts with the Bank by electronic mail, where permitted by law. Any use of the Internet Banking Services after a notice of change has been sent by the Bank will constitute your agreement to such change(s). Further, the Bank may, from time to time, revise or update the programmes, services and/or related material, which may render all such prior versions obsolete. Consequently, the Bank reserves the right, without notice, to terminate this Agreement and all related prior versions of the programmes, services and/or related material and/or to limit access to Internet Banking Services.

The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the Bank's part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Please refer to the Deposit Account Agreement received when opening your depository account (or any amendment thereto) for additional terms and conditions and disclosures that apply to your accounts with the Bank. This Agreement is an addendum to such Deposit Account Agreement.